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THIS INSTRUMENT PREPARED BY:
MAIL TO:

97456971

Allen C. Wesolowski
Martin & Karcazes, Ltd.
30 N. LaSalle St. - #4020
Chicago, IL 60602

(Handwritten initials)

DEPT-01 RECORDING \$57.00
T#0012 TRAN 5616 06/24/97 15:25:00
#9207 CG *-97-456971
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE made and entered into this 17th day of June, 1997, by and between BARBARA PACELLA, L.L.C., an Illinois limited liability company (herein, together with its successors and assigns, including each person now or hereafter claiming any interest in the Premises hereinafter referred to, collectively called "Mortgagor"), as Grantor and Mortgagor, to CHICAGO COMMUNITY BANK, an Illinois banking corporation, whose address is 1110 W. 35th St., Chicago, Illinois 60609, (herein together with its successors or assigns, called "Mortgagee").

57.00

WITNESSETH:

WHEREAS, Mortgagor is the owner in fee of that certain piece, parcel or tract of real property and the improvements located thereon, situated in the City of Chicago, Cook County, Illinois, and more fully described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Mortgagor has executed and delivered to Mortgagee (herein, together with its successors and assigns, including each and every owner and holder of Note hereinafter sometimes also referred to as "Lender" or "Holder") Mortgagor's Promissory Note dated as of the date hereof, bearing interest as therein stated, in the principal sum of \$1,200,000.00, payable to the order of Mortgagee (hereinafter referred to as "Note"); and

WHEREAS, THE INDEBTEDNESS EVIDENCED BY THE NOTE INCLUDING THE PRINCIPAL THEREOF AND INTEREST AND PREMIUM, IF ANY, THEREON AND ALL EXTENSIONS AND RENEWALS THEREOF IN WHOLE OR IN PART AND ANY AND ALL OTHER SUMS WHICH MAY AT ANY TIME BE DUE AND OWING OR REQUIRED TO BE PAID AS PROVIDED FOR IN THE NOTE OR HEREIN, PAYABLE TO THE MORTGAGEE, HOWSOEVER CREATED, EVIDENCED OR ARISING, WHETHER DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, NOW DUE OR TO BECOME DUE, OR NOW EXISTING OR HEREAFTER ARISING, ARE HEREIN CALLED THE "INDEBTEDNESS HEREBY SECURED." AT NO TIME SHALL THE PRINCIPAL AMOUNT OF THE INDEBTEDNESS HEREBY SECURED, NOT INCLUDING THE SUMS ADVANCED IN ACCORDANCE HERewith TO PROTECT THE SECURITY OF THIS MORTGAGE, EXCEED THE ORIGINAL AMOUNT OF THE NOTE, PLUS ONE MILLION (\$1,000,000.00) DOLLARS.

97456971

NOW, THEREFORE:

GRANTING AND PLEDGING PROVISIONS

For good and valuable consideration, including the Indebtedness Hereby Secured herein recited, the receipt of which is hereby acknowledged, Mortgagor does hereby GRANT, DEMISE, CONVEY, ALIEN, TRANSFER, and MORTGAGE unto the Mortgagee and its successors and assigns forever, under and subject to the terms and conditions herein set forth, all and sundry the rights, interest, and property hereinafter described (herein together

BOX 333-CTI

(Vertical handwritten notes on the left margin)

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called the "Premises"), to-wit:

(a) All of the real estate described in Exhibit "A" attached hereto and made a part hereof in fee simple;

(b) All right, title, and interest of Mortgagor in and to any other rights, interests or greater estate in the Premises or other rights and properties comprising the Premises, now owned or hereafter acquired by Mortgagor;

(c) All buildings and other improvements now or at any time hereafter constructed or erected upon or located on the Premises, together with all tenements, easements, fixtures and appurtenances thereto belonging (the Fee Parcel being herein called the "Real Estate"), together with and including, but not limited to, all fixtures, equipment, machinery, appliances and other articles and attachments now or hereafter forming part of, attached to, or incorporated in any such buildings or improvements (all herein generally called the "Improvements");

(d) All privileges, reservations, allowances, hereditaments, tenements, and appurtenances now or hereafter belonging or pertaining to the Real Estate or Improvements;

(e) All estate, right, title, and interest of Mortgagor in any and all leases, subleases, arrangements or agreements relating to the use and occupancy of the Real Estate and Improvements or any portion thereof, now or hereafter existing or entered into (all herein generally called "Leases"), together with all cash or security deposits, advance rentals and other deposits or payments of similar nature given in connection with any Leases;

(f) All rents, issues, profits, royalties, income, avails and other benefits now or hereafter derived from the Real Estate and Improvements, under Leases or otherwise (all herein generally called "Rents"), subject to the right, power and authority given to the Mortgagor in the Assignment hereinafter referred to, to collect and apply the rents;

(g) Any interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Real Estate or Improvements or other rights, interests or properties comprising the Premises now owned or hereafter acquired;

(h) All right, title, and interest of Mortgagor now owned or hereafter acquired in and to (i) any land or vaults lying within the right-of-way of any street or alley, open or proposed, adjoining the Real Estate; (ii) any and all alleys, sidewalks, strips and gores of the land adjacent to or used in connection with the Real Estate and Improvements; (iii) any and all rights and interests of every name or nature forming part of or used in connection with the Real Estate and/or the operation and maintenance of the Improvements; and (iv) all easements, rights-of-way and rights used in connection with the Real Estate or Improvements or as a means of access thereto;

(i) All the estate, interest, right, title or claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (i) the proceeds of insurance in effect with respect to the Premises, and (ii) any and all awards, claims for damages and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceedings, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (all herein generally called "Awards");

TO HAVE AND TO HOLD the Premises and each and every part thereof unto the Mortgagee, its successors and assigns forever, for the purposes and upon the uses herein set forth.

FOR THE PURPOSE OF SECURING:

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(a) The equal and ratable payment of principal and interest and premium, if any, on the Note and all modifications, extensions and renewals thereof, according to their tenor and effect, without preference or priority of principal over interest or interest over principal;

(b) Payment of all other Indebtedness Hereby Secured with interest thereon;

(c) Performance by Mortgagor of all obligations of Mortgagor hereunder and all agreements of Mortgagor incorporated by reference herein or contained herein whether or not the Mortgagor shall be personally obligated or liable therefor;

(d) Performance and observance of all the terms, provisions, conditions, and agreements on Mortgagor's part to be performed and observed under and pursuant to that certain Absolute and Unconditional Assignment of Leases and Rents dated the date hereof (herein called the "Assignment") from Mortgagor to Mortgagee given as additional security for the Indebtedness Hereby Secured;

(e) Payment of all sums advanced by Holder to perform any of the covenants and agreements of Mortgagor hereunder or otherwise advanced by Mortgagee or any holder or holders pursuant to the provisions hereof to protect, enforce, and preserve the Premises and/or the lien hereof, together with interest on all such sums at the Default Rate specified in the Note (herein called the "Default Rate"), it being intended and agreed that all such sums with interest thereon being for all purposes hereof deemed so much additional Indebtedness Hereby Secured.

(The Note, this Mortgage, and the Assignment are herein together called the "Loan Documents").

PROVIDED, NEVERTHELESS, and these presents are on the express condition that if the Mortgagor shall pay when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants, and agreements herein and in the other Loan Documents provided to be performed and observed by the Mortgagor, then this Mortgage and the estate, right, and interest of the Mortgagee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

AND the Mortgagor does hereby further covenant and agree as follows:

1. The Mortgagor will (a) pay when due the principal of and interest and premium, if any, on the Indebtedness Hereby Secured, and all other sums which may become due pursuant thereto, hereto and all other Loan Documents (all of which shall constitute so much additional Indebtedness Hereby Secured); (b) duly and punctually perform and observe all of the terms, provisions, conditions, covenants, and agreements on the Mortgagor's part to be performed or observed as provided herein or in the Note, or other Loan Documents (and this Mortgage shall secure such payment, performance and observance); (c) pay when due all indebtedness secured by a lien upon the Premises, whether such lien is prior to, on a parity with or subordinate to the lien hereof, and perform and observe all of the terms, provisions, and conditions contained in all instruments creating such liens or evidencing or securing any indebtedness secured thereby, provided that nothing in this Subsection (c) shall be deemed a consent to the existence of any such liens or to vary the provisions of Section 17 hereof; (d) at all times duly and punctually perform and observe all of the terms, provisions, and conditions on Mortgagor's part as Lessor to be performed and observed under any Lease to the end that no default shall exist under the Lease; and (e) not cause, suffer or permit to exist any default under or event or condition which would itself or with the passage of time or the giving of notice, or both, constitute a default under any Lease, or any Easement or entitle the Lessee thereunder to terminate the Lease or the owner of paramount title to any Easement Parcels to terminate the same.

2. The Mortgagor will (a) promptly repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or laborer's liens or other liens or claims for lien; (c) complete, within a reasonable time, any building or buildings now or at any time in the process of erection upon the Premises; (d) comply with all requirements of law, municipal ordinance or restrictions of record with respect to the

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Premises and the use thereof; (e) make or permit no material alterations in the Premises except as required by law or ordinance, without the prior written consent of the Holder, which consent shall not unreasonably be withheld or delayed; (f) comply with all provisions and conditions on Lessor's part to be performed under Leases of the Premises; (g) suffer or permit no change in the general nature of the occupancy of the Premises; (h) not, without Mortgagee's consent (which consent shall not be unreasonably withheld or delayed), initiate or acquiesce in any zoning reclassification with respect to the Premises; (i) suffer or permit no unlawful use of, or nuisance to exist upon, or waste of the Premises; and (j) not remove any telephone wiring or equipment installed within the Premises if to do so would materially damage or destroy any portion of the Premises unless Mortgagor first deposits such sums with the Mortgagee or any holder as may be required to restore the Premises to its pre-existing condition. Notwithstanding anything herein contained to the contrary, Mortgagor shall have the right to contest any mechanic's lien placed upon the property, provided that Mortgagor shall obtain title insurance over said mechanic's lien covering the interest of Mortgagee in said property.

3. Except as permitted in Sections 2 and 18 hereof, the Mortgagor will not create or suffer or permit any lien, charge or encumbrance to attach to the Premises, other than permitted title exceptions, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments not due or delinquent.

4. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. At the option of Mortgagee, Mortgagor shall deposit with the Mortgagee, commencing on the 1st day of each month following the Mortgagee's exercise of this option (which option shall not be exercised so long as Mortgagor is not in default under the terms of the Note and Mortgage), a sum equal to the amount of all real estate taxes and assessments (general and special) next due upon or for the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee, divided by the number of months to elapse before two months prior to the date when such taxes and assessments will first become due and payable. Such deposits are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the Mortgagor shall, within ten (10) days after receipt of demand therefor from the Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Anything in this Section 4 to the contrary notwithstanding, if the funds so deposited are insufficient to pay any such taxes or assessments (general or special) or any installment thereof, Mortgagor will, not later than the thirtieth (30) day prior to the last day on which the same may be paid without penalty or interest, deposit with the Mortgagee the full amount of any such deficiency. If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other premises not encumbered by the lien of this Mortgage, then the computation of any amount to be deposited under this Section 4 shall be based upon the entire amount of such taxes or assessments, and Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation. No amounts so paid hereunder shall be deemed to be trust funds but may be commingled with Mortgagee's general funds, and no interest shall be payable thereon. If, pursuant to any provision of the Mortgage and/or Note, the entire principal debt remaining or installment of interest, principal, or principal and interest becomes due and payable, Mortgagee may apply any amounts so held against all or any part of the secured indebtedness, any interest thereon, or in payment of the annual real estate taxes.

5. The Mortgagor will insure and keep insured all of the buildings and Improvements now or hereafter constructed or erected upon the Premises and each and every part and parcel thereof, against such perils and hazards as the Mortgagee or the Holder may from time to time reasonably require with no more than \$1,000 deductible in any case, and in any event including any and all insurance required by any Lease, and the following:

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(a) Insurance against loss or damage to the Improvements by fire, risks covered by the so-called standard extended coverage endorsement, vandalism and malicious mischief endorsement and so-called "all perils" endorsement and such other risks as the Mortgagee or the Holder may reasonably require, in amounts equal to the full replacement value of the Premises plus the cost of debris removal, with a full replacement cost endorsement, and Lender's Loss Payable endorsement;

(b) Comprehensive general public liability insurance against bodily injury and property damage arising in connection with the Premises with such limits as the Mortgagee or any Holder may reasonably require;

(c) If there are pressure fired vehicles or vessels within the Premises, broad form boiler and machinery insurance on all equipment and objects customarily covered by such insurance, providing for full repair and replacement cost coverage;

(d) Other insurance of the types and in amounts as the Mortgagee or any Holder may reasonably require, but in any event not less than customarily carried by persons owning or operating like properties;

(e) During the construction of any Improvements or making of any alterations to the Premises, (i) builders completed value risk insurance against "all risks of physical loss" including collapse and transit coverage during such construction in non-reporting form, covering the total value of work performed and equipment, supplies, and materials furnished, containing "permission to occupy upon completion" endorsement; (ii) insurance covering claims based on the owner's contingent liability not covered by the insurance provided above; and, (iii) employer's liability and workmen's compensation insurance covering all persons engaged in making such construction, alterations or improvements; and

(f) Federal Flood Insurance in the maximum obtainable amount, if the Premises is in a "flood plain area" as defined by the Federal Insurance Administration pursuant to the Federal Flood Disaster Protection Act of 1973, as amended.

6. All policies of insurance to be maintained and provided as required by Section 5 hereof shall be in form and substance, and written by companies and in amounts (subject to the provisions of Section 5 hereof) satisfactory to the Holder and in connection with such insurance:

(a) All policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to the Holder as its interest may appear, all in form satisfactory to Holder.

(b) Mortgagor will deliver all policies, including additional and renewal policies to the Holder, and in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

(c) If under the terms and provisions of any Lease now in effect or of any other Lease specifically approved by the Holder, the Lessee under such Lease is required to maintain insurance in the types and amounts as set forth in Section 5 hereof, then:

(i) If pursuant to the terms of such Lease, such insurance is to be maintained for the benefit of both Lessor and any mortgagee of Lessor, the Holder will accept such policy or policies in lieu of policies required by Section 5 or this Section 6 hereof, provided that the policies furnished by such Lessee meet the requirements set forth in Section 5 and this Section 6 hereof; and

(ii) In the event any such Lessee shall fail to keep such insurance in full force and effect, and deliver the same as provided for in Section 5 and in this Section 6 hereof, then the Mortgagor shall obtain and deliver such policy or policies as required by Section 5 and this Section 6 hereof.

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(d) Each policy of insurance shall be endorsed to provide that (i) it may not be cancelled or amended except upon ten (10) days prior written notice to Holder; and, (ii) no act or negligence of the insured or any occupant, and no occupancy of the Premises or use thereof for purposes more hazardous than permitted by the terms of the policy will affect the validity or enforceability of the insurance as against the Mortgagee or any Holder.

7. The Mortgagor will give the Mortgagee and each Holder prompt notice of any damage to or destruction of the Premises, and:

(a) In case of loss covered by policies of insurance, the Holder (or, after entry of decree for foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagor, or (ii) to allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that the Mortgagor may itself adjust losses aggregating not in excess of Fifty Thousand (\$50,000.00) Dollars, and provided further that in any case the Mortgagee (at the direction of the Holder, if so directed) shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by the Mortgagee or Holder in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to Holder upon demand.

(b) In the event of any insured damage to or destruction of the Premises or any part hereof (herein called an "Insured Casualty"), the Holder may, at its election either:

(i) Apply the proceeds of insurance to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof subject to Insured Casualty, as provided for in Section 8 hereof and in such case the Mortgagor hereby covenants and agrees forthwith to commence and to diligently prosecute such restoring, repairing, replacing or rebuilding; provided always that the Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance; or, if Mortgagor shall elect not to restore, repair, replace or rebuild, then Mortgagee shall

(ii) Apply the proceeds of insurance consequent upon an Insured Casualty to the Indebtedness Hereby Secured, in such order or manner as the Holder may elect, but no prepayment premium or penalty shall be applicable to any such application provided, that in such case Mortgagor shall not be obligated to restore, repair, replace or rebuild the Insured Casualty;

provided that the Mortgagor shall have the right to use of the proceeds of the insurance to restore, repair, replace or rebuild the Premises as provided in Section 8 hereof, in the event that the proceeds of insurance are less than One Hundred Thousand (\$100,000.00) Dollars.

(c) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring, repairing or rebuilding of the Premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same to be of at least equal value, and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the Holder.

8. In the event the Mortgagor is entitled to reimbursement out of insurance proceeds held by the Holder:

(a) Such proceeds shall be disbursed from time to time upon the Holder being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement, and rebuilding together with funds (or assurances satisfactory to the Holder that such funds are available) sufficient in addition to the available proceeds of insurance, to complete the proposed restoration, repair, replacement, and rebuilding and with such architect's certificates, waivers of lien, contractors' sworn statements and such other evidence of cost and of payment as the Holder may reasonably require and approve;

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(b) The Holder may, in any event, require that all plans and specifications for such restoration, repair, replacement, and rebuilding be submitted to and approved by the Holder prior to commencement of work;

(c) No payment made prior to the final completion of the restoration, repair, replacement or rebuilding shall exceed ninety (90%) percent of the value of the work performed from time to time;

(d) Funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds;

(e) At all times the undisbursed balance of such proceeds remaining in the hands of the Holder, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Holder by or on behalf of the Mortgagor for the purpose, shall be at least sufficient in the reasonable judgment of the Holder to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien;

(f) No interest shall be allowed to the Mortgagor on account of any proceeds of insurance or other funds held in the hands of the Holder;

(g) The Holder may in any event require title insurance in connection with each disbursement of insurance proceeds, assuring to the Holder's satisfaction that this Mortgage remains a prior lien upon the Premises subject only to matters existing at the time of initial disbursement of the Indebtedness Hereby Secured, which title insurance shall specifically insure against mechanics' and materialmen's liens arising in connection with the restoration, repair, replacement, and rebuilding;

(h) If after completion of and payment of all costs of restoration, repair, replacement, and rebuilding any proceeds of insurance remain unexpended, such unexpended proceeds shall be applied first to reimburse Mortgagor for any funds advanced by Mortgagor in payment of such costs and any remainder shall be applied by Mortgagee upon the Indebtedness Hereby Secured without prepayment premium as penalty.

9. Mortgagor hereby assigns, transfers, and sets over unto the Holder the entire proceeds of any Award or claim for damages for any of the Premises taken or damaged under the power of eminent domain, or by condemnation; and, in connection therewith:

(a) Mortgagor shall notify Mortgagee, in writing, not later than thirty (30) days from the date of the receipt of the Award by Mortgagee, of Mortgagor's election to restore or rebuild the Premises, or to apply said proceeds to the reduction of the Indebtedness Hereby Secured. If Mortgagor elects to restore or rebuild the Premises, the proceeds shall be held by the Holder and shall be used to reimburse the Mortgagor for the cost of such rebuilding or restoring.

(b) If the Mortgagor is required or permitted to rebuild or restore the Premises as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by the Holder and proceeds of the Award shall be paid out in the same manner as provided in Section 8 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration.

(c) If the amount of such Award is insufficient to cover the cost of rebuilding or restoration, the Mortgagor shall pay such costs in excess of the Award, before being entitled to reimbursement out of the Award.

(d) Any surplus which may remain out of the Award after payment of such costs of rebuilding or restoration shall, at the option of the Holder, be applied on account of the Indebtedness Hereby Secured then most remotely to be paid, or be paid to any other party entitled thereto.

(e) No interest shall be allowed to Mortgagor on account of any Award held by the Holder.

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(f) No prepayment premium or penalty shall be applicable with respect to any amount of such Award applied upon the Indebtedness Hereby Secured as provided for herein.

10. If, under the Laws of the United States of America, or of any state having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Note, the Mortgagor shall pay such tax in the manner required by such law.

11. The Mortgagor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions, if any, set forth in the Note.

12. If the payment of the Indebtedness Hereby Secured or any part thereof, be extended or varied, or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions thereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the Mortgagee and the Holder, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises, or any interest therein, shall take the said lien subject to the rights of the Mortgagee and the Holder herein to amend, modify, and supplement this Mortgage, the Note, and the Assignment, and to extend the maturity of the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

13. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

14. In case of default herein, the Mortgagee (at the request of the Holder) or any Holder may, but shall not be required to, make any payment or perform any action herein required of the Mortgagor (whether or not the Mortgagor is personally liable therefor) in any form and manner deemed expedient to the Mortgagee or Holder so doing; and without limiting the foregoing, the Mortgagee (at the request of the Holder), or any Holder may, but shall not be required to, perform any act or thing, and make any payment required of Lessor under any Lease, make full or partial payments of principal or interest on prior or junior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises, or consent to any tax or assessment; and in connection with the foregoing:

(a) All monies paid by the Mortgagee or any Holder for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees incurred by the Mortgagee or any Holder in connection with the enforcement of any rights and remedies herein contained or in connection with any action or proceeding, instituted or threatened, to which the Mortgagee or any Holder may be made a part on account of this Mortgage or the interest of the Mortgagee or any Holder in the Premises and any other monies advanced by the Mortgagee or any Holder to protect the Premises and the lien hereon, shall be so much additional Indebtedness Hereby Secured and shall become immediately due and payable with notice and shall bear interest thereon at the Default Rate until paid.

(b) Inaction by Mortgagee or any Holder shall never be considered as a waiver of any right accruing to it on account of any default on the part of the Mortgagor.

(c) The Mortgagee or any Holder, in making any payment hereby authorized (i) relating to taxes and assessments, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (ii) for the purchase, discharge, compromise or settlement of any other lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

15. The Mortgagee and any Holder upon prior written notice shall have the right to inspect the Premises

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at all reasonable times, and access thereto shall be permitted for that purpose.

16. The Mortgagor will (a) within ninety (90) days after the end of each of its fiscal years or within sixty (60) days after written notice by Mortgagee, whichever date is later, furnish to the Holder at the place where interest on the Indebtedness Hereby Secured is then payable, financial and operating statements of the Premises; and (b) within ninety (90) days after the end of each of the fiscal year of Mortgagor or within sixty (60) days after written notice by Mortgagee, whichever date is later, furnish to Holder a personal financial statement of Mortgagor. These statements shall in each case include a balance sheet and income statement and in connection with the Premises, a rent roll, and statement of income and expense, all in such detail as the Holder may require. Such statements shall be prepared in accordance with the basis that Mortgagor's accountants typically employ. If Mortgagor fails to furnish these statements on time, Mortgagor shall be liable for a penalty fee of \$500.00 which shall be immediately due and payable. Any Holder may audit the books of the Premises and of Mortgagor, upon prior written notice to Mortgagor, all at Mortgagor's expense, and the cost thereof shall be so much additional Indebtedness Hereby Secured, bearing interest at the Default Rate until paid, and payable upon demand.

17. Subject to the provisions of Section 18 hereof, it shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Holder:

(a) The Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance of alienation of the Premises or any part thereof, or interest therein, excepting only leases of the Premises and sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral, subject to the lien hereof, of at least equal value and utility;

(b) If the Mortgagor is or at any time shall be a corporation, any shareholder of such corporation shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's share in the corporation;

(c) If the Mortgagor is or at any time shall be a partnership or joint venture, any partner or joint venturer thereof shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the general partnership or joint venture interest, as the case may be, of such partnership or joint venture.

In each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise, the provisions of this Section 17 shall be operative with respect to, and shall be binding upon any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, share of stock of or partnership or joint venture interest.

18. The provisions of Section 17 hereof shall not apply to the following transfers and encumbrances, each of which shall be deemed consented to:

(a) Liens securing the Indebtedness Hereby Secured;

(b) The lien of current taxes and assessments not in default;

(c) Transfer of the Premises, or parts thereof, or interest therein or any beneficial interest, shares of stock or partnership or joint venture interests, the transfer of which would otherwise result in an Event of Default pursuant to the provisions of Section 17 hereof, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee and transfers between William Pacella, Fred B. Barbara and their respective spouses.

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(d) Lease(s) of the Premises.

19. In addition to the lien which this Mortgage places upon the real estate conveyed hereunder, this Mortgage also constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to all rents, issues, profits and avails of any Lease of the Premises, and with respect to any part of the Premises which may or might now or hereafter be deemed to be personal property, fixtures or property other than real estate (all for the purpose of this Section 19 called "Collateral"); all of the terms, provisions, conditions, and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Section 19 shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) The Mortgagor (being the Debtor as that term is used in the Code), or the lessee of the Premises under any existing lease, is and will be the true and lawful owner of the Collateral.

(b) The Collateral is to be used by the Mortgagor solely for business purposes, being installed upon the Premises for Mortgagor's own use or as the equipment and furnishings by Mortgagor, as Landlord, to tenants of the Premises.

(c) Except for Obsolete Collateral, the Collateral will be kept at the Real Estate comprised in the Premises, and will not be removed therefrom without the consent of the Holder and Mortgagee (being the Secured Party as that term is used in the Code), and the Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are (i) the Mortgagor; (ii) the Mortgagee and the Holder; and (iii) Lessees under existing Leases.

(e) No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto or pursuant to any loan which shall be paid off by the proceeds of the Note, and Mortgagor will at its own cost and expense, upon demand, furnish to the Mortgagee and Holder such further information and will execute and deliver to the Mortgagee or any Holder such financing statements and other documents in form satisfactory to the Mortgagee or any Holder and will do all such acts and things as the Mortgagee or any Holder may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to any adverse liens or encumbrances; and the Mortgagor will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee or any Holder to be necessary or desirable.

(f) Upon the occurrence of any default or Event of Default hereunder (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured after expiration of any applicable grace or cure period), the Mortgagee (at the request of the Holder) or any Holder at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Section 20 hereof, and thereupon the Mortgagee and the Holder shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as the Mortgagor can give authority therefor, with or without judicial process enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Mortgagee and the Holder and each of them shall be entitled to hold, maintain, preserve and prepare the Collateral for sale until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of the Mortgagor's obligations, as provided in the Code. The Mortgagee and the Holder without removal may render the Collateral unusable and dispose of the Collateral on the Premises. The Mortgagee and the Holder may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee and the Holder for their

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possession at a place to be designated by them which is reasonably convenient to both parties. The Mortgagee or Holder, as the case may be, will give Mortgagor at least fourteen (14) days written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by registered or certified mail, postage prepaid, to the address specified for notices to Mortgagor as set forth in Section 37 hereof at least fourteen (14) days from the time of the sale or disposition. The Mortgagee or any Holder may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee or any Holder may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Premises; the Collateral and real estate to be sold as one lot if Mortgagee (at the direction of the Holder) or any Holder so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by the Mortgagee and the Holder, shall be applied in satisfaction of the Indebtedness Hereby Secured. The Holder will account to the Mortgagee for any surplus realized on such disposition.

(g) The remedies of the Mortgagee and Holder hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee or any Holder, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.

(h) The terms and provisions contained in this Section 19 shall, unless the context otherwise requires, have the meaning and be construed as provided in the Code, and the Mortgagee and the Holder shall be deemed secured parties for the purpose of the Code, with respect to this Section 19.

20. If one or more of the following events (herein called "Events of Default") shall occur:

(a) If default is made in the due and punctual payment of any Note or any installment of any Note, either principal or interest, as and when the same is due and payable, and any applicable period of grace specified in the Note shall have elapsed; or if default is made in the making of any payment of monies required to be made hereunder or under the Note, or any other of the Loan Documents, and any applicable period of grace specified in the Note shall have elapsed;

(b) If an Event of Default pursuant to Section 17 hereof shall occur and be continuing;

(c) If any Event of Default or default shall occur under any of the Loan Documents, and any applicable grace periods shall have expired;

(d) If any material default or Event of Default shall occur by Mortgagor under any Lease and any applicable period of grace specified in the Lease shall have elapsed, or if there shall occur any event which alone or with the passage of time or the giving of notice, or both, would, in the reasonable judgment of any Holder, entitle Lessee under any Lease to terminate the same;

(e) If default is made in the maintenance and delivery by Mortgagor of insurance required to be maintained and delivered hereunder, without notice or grace of any kind;

(f) If (and for the purposes of this Section 20(f) the term "Mortgagor" shall mean and include not only the Mortgagor named above, but also each titleholder of the Premises and each person who, as guarantor, co-maker or otherwise shall be or become obligated upon all or any part of the Indebtedness Hereby Secured or any of the covenants or agreements in this Mortgage or in the Note or other Loan Documents contained):

(i) Mortgagor shall file a petition in voluntary bankruptcy under the Chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect;

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(ii) Mortgagor shall file an answer admitting insolvency or inability to pay its debts;

(iii) Within sixty (60) days after the filing against Mortgagor of any involuntary proceedings under such Bankruptcy Code or similar law, such proceedings shall not have been vacated or stayed;

(iv) Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the Mortgagor or for all or the major part of the Mortgagor's property or the Premises in any involuntary proceedings, or a court shall have taken jurisdiction of all or the major part of the Mortgagor's property or the Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed with sixty (60) days; or

(v) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises;

(g) If any default shall occur (and shall not be cured within any applicable grace period) under the provisions of Section 27 hereof or under the Assignment referred to in said Section;

(h) If any default in the due and punctual performance or observance of any agreement or condition herein or in any Note or other Loan Documents not specifically enumerated in this Section 20 shall continue for thirty (30) days after written notice thereof to Mortgagor or such longer period of time reasonably required to cure any such default in the performance or observance of any nonmonetary agreement or condition arising out of events outside the control of Mortgagor;

(i) If any representations or warranties made by or on behalf of Mortgagor herein or in any of the Loan Documents or in any other documents or certificates delivered in connection with the Indebtedness Hereby Secured shall prove untrue in any material respect;

then the Mortgagee (at the direction of any Holder) or any Holder is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee or any Holder, to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable, whether or not such Event of Default be thereafter remedied by the Mortgagor, and the Mortgagee (at the direction of any Holder) or any Holder may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage and the Note, by the Assignment or by law or in equity conferred, all without presentment, demand, notice of broken conditions or other notice whatsoever.

21. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, the Mortgagee (at the direction of any Holder) or any Holder shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues, and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of taxes, insurance premiums and other charges against the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues, and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

22. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, the Mortgagee or the Holder or either of them shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee or any Holder for attorneys' fees, appraiser's fees, Mortgagee's fees, outlays for documentary and expert evidence, stenographer's charge, publication costs, and costs (which may be

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estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens Certificates, and similar data and assurance with respect to title, as the Mortgagee or any Holder may deem reasonably necessary either to prosecute such suit or evidence to bidders at sales which may be had pursuant to such decree, the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage as in this Mortgage provided, including the fees of any attorney or attorneys employed by the Mortgagee or any Holder in any litigation or proceedings involving, relating to or affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceedings or threatened suit or proceedings, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate until paid.

23. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court with which such complaint is filed may and if applicable law permits shall, at the request of the Mortgagee or any Holder, appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of the Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and the Mortgagee or any Holder may be appointed as such receiver. Such receiver shall take immediate possession of the Premises, shall have the power to collect the rents, issues, and profits of the Premises with full power to protect, control, manage, operate, complete construction of and pay the cost of construction of and rent the Premises and shall have all other customary powers, to be exercised as said receiver may deem best for all parties concerned during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues, and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in said receiver's hands in payments in whole or in part of:

(a) The Indebtedness Hereby Secured or the indebtedness secured by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or

(b) The deficiency in case of a sale and deficiency.

24. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 22 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; Third, to principal and interest remaining unpaid upon the Note, ratably and without priority; and, lastly, any overplus to the Mortgagor, and its successors or assigns, as their rights may appear.

25. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the building or improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the loss clause attached to each of the casualty insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redepton may cause the preceding loss clause attached to each casualty insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redepton. In the event of foreclosure sale, the Mortgagee or any Holder is hereby

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authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as the Mortgagee or such Holder may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

26. The Mortgagor hereby covenants and agrees to the full extent permitted by law (but not otherwise) that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law, any "Homestead Law" or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales hereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement thereof. Mortgagor hereby expressly waives any and all rights of redemption from foreclosure under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each person, excepting only decree or judgment creditors of the Mortgagor acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 110, Paragraph 15-1601 of the Illinois Revised Statutes (1989) or other applicable replacement statutes. Insofar as the Mortgagor may lawfully so agree, the Mortgagor covenants and agrees not to invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein otherwise granted or delegated to the Mortgagee or any Holder, but covenants and agrees to suffer and permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted.

27. As further security for the Indebtedness Hereby Secured, the Mortgagor has, concurrently herewith, executed and delivered to the Holder, the Assignment wherein and whereby, among other things, the Mortgagor has assigned to the Holder, all of the rents, issues, and profits and any and all Leases and/or the rights of management of the Premises, all as therein more specifically set forth, which said Assignment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. The Mortgagor agrees that it will duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment. The Mortgagor further agrees that it will duly perform and observe all of the terms and provisions on Lessor's part to be performed and observed under all Leases of the Premises to the end that no defaults on the part of Lessor shall exist thereunder. Nothing herein contained shall be deemed to obligate the Mortgagee or any Holder to perform or discharge any obligation, duty or liability of Lessor under any Lease of the Premises, and the Mortgagor shall and does hereby indemnify and hold the Mortgagee and any Holder harmless from any and all liability, loss or damage which the Mortgagee or any Holder may or might incur under any Lease of the Premises or by reason of the Assignment; and any and all such liability, loss or damage incurred by the Mortgagee or any Holder, together with the costs and expenses, including reasonable attorneys' fees, incurred by the Mortgagee or any Holder in the defense of any claims or demands therefore (whether successful or not), shall be so much additional Indebtedness Hereby Secured, and the Mortgagor shall reimburse the Mortgagee and Holder therefor on demand, together with interest at the Default Rate from the date of demand to the date of payment.

28. Nothing herein contained shall be construed as constituting the Mortgagee or any Holder as a holder in possession.

29. Mortgagor covenants and agrees at all times to be in full compliance with provisions of law prohibiting discrimination on the basis of race, color, creed or national origin including, but not limited to, the requirements of Title VIII of the 1968 Civil Rights Act.

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30. At the request of Mortgagee or any Holder, the Mortgagor will cause this Mortgage and all other documents securing the Indebtedness Hereby Secured at all times to be properly filed and/or recorded at Mortgagor's own expense and in such manner and in such places as Mortgagee or any Holder may request in order to fully preserve, perfect, and protect the rights and security of the Mortgagee or any Holder.

31. In the event that the ownership of the Premises becomes vested in a person or persons other than the Mortgagor, the Mortgagee, and any Holder may, without notice to the Mortgagor, deal with such successor or successors in interest of the Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with the Mortgagor; and the Mortgagor will give immediate written notice to the Mortgagee, and any Holder of any conveyance, transfer or change of ownership of the Premises, but nothing in this Section contained shall vary or negate the provisions of Section 17 hereof.

32. Each right, power, and remedy herein conferred upon the Mortgagee, or any Holder, is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee and any Holder, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Mortgagee or any Holder or in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

33. This Mortgage and each and every covenant, agreement, and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every from time to time record owner of the Premises or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and the Holder, and their respective successors and assigns. Wherever herein the Holder is referred to, such reference shall be deemed to include the Holder from time to time of the Note, whether so expressed or not; and each such Holder of any Note from time to time shall have and enjoy all of the rights, privileges, powers, options, and benefits afforded hereby and hereunder, and may enforce all of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such Holder from time to time were herein by name specifically granted such rights, privileges, powers, options, and benefits and was herein by name designated a Holder.

34. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

35. Wherever in this Mortgage the context requires or permits the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

36. Mortgagor represents and warrants that the Real Estate and Improvements will be used and maintained in accordance with the applicable state and federal environmental protection agency regulations and the use of the Real Estate and Improvements by Mortgagor or Mortgagor's lessees will not unduly or unreasonably pollute the atmosphere with smoke, fumes, noxious gases or particulate pollutants in violation of any such regulations. In the event Mortgagor or said lessees are served with notice of violation by any such E.P.A. Agency or other governmental authority, Mortgagor will immediately cure such violation and abate whatever nuisance or violation is claimed or alleged to exist, or contest such violation as provided in the Environmental Indemnity Agreement of even date executed by Mortgagor's members.

37. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively served if personally delivered or three (3) days after having been mailed by United States Mail, certified mail, return receipt requested, postage prepaid to the parties hereto at the addresses shown below or at such other addresses as the parties hereto may by notice specify:

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- (a) If to Mortgagee/Bank: Chicago Community Bank
1110 W. 35th Street
Chicago, IL 60609
- (b) If to Mortgagor: Barbara Pacella, L.L.C.
2558 S. Damen
Chicago, IL 60608

38. It is understood and agreed that the Loan evidenced by the Promissory Note in the principal sum of \$1,200,000.00 and secured hereby is a business loan within the purview of 815 ILCS 205/4(1)(c) or any substitute, amended or replacement statutes, transacted solely for the purpose of carrying on or acquiring the business of the Mortgagor as contemplated by said Section.

39. Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and any mechanics', materialmen's or other liens or claims for lien upon the Premises (all herein called "Contested Liens"), and no Contested Liens shall constitute an Event of Default hereunder if, but only if:

(a) Mortgagor shall forthwith give notice of any Contested Lien to Mortgagee and the Holder at the time the same shall be asserted;

(b) Mortgagor shall deposit with the Holder the full amount (herein called the "Lien Amount") of such Contested Lien or which may be secured thereby, together with such amount as the Holder may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Mortgagor may furnish to Holder a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Holder;

(c) Mortgagor shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and shall permit the Mortgagee and Holder to be represented in such contest and shall pay all expenses incurred by the Mortgagee and Holder in so doing, including reasonable fees and expenses of Counsel (all of which shall constitute so much additional Indebtedness Hereby Secured bearing interest at the Default Rate until paid, and payable upon demand);

(d) Mortgagor shall pay such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to Mortgagor, or (ii) forthwith upon demand by Mortgagee or any Holder if, in the reasonable opinion of Mortgagee or any Holder, and notwithstanding any such contest, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Mortgagor shall fail so to do, Mortgagee or any Holder may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee or any Holder to obtain the release and discharge of such liens; and any amount expended by Mortgagee or any Holder in so doing shall be so much additional Indebtedness Hereby Secured being interest at the Default Rate until paid, and payable upon demand; and provided further, that Mortgagee or any Holder may in such case use and apply for the purpose monies deposited as provided in Subsection (b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

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IN WITNESS WHEREOF, the Mortgagor has executed this instrument and the Mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

BARBARA PACELLA, L.L.C.

By: *Fred B. Barbara*
FRED B. BARBARA, MANAGER

By: *William Pacella*
WILLIAM PACELLA, MANAGER

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that FRED B. BARBARA and WILLIAM PACELLA, known to me to be the same persons whose names are subscribed to the foregoing instrument as Managers of Barbara Pacella, L.L.C., 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 limited liability company, for the uses and purposes therein set forth.

Dated: June 18, 1997

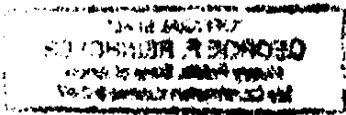
George F. Renner
Notary Public

My Commission expires: 9/3/97



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

LOTS 2, 3, 4, 5 AND PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452; ALSO PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP AND RANGE AFORESAID, TAKEN AS A TRACT, IN COOK COUNTY, ILLINOIS

DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH; THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 25 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL, BEING ALSO THE RIGHT-OF-WAY LINE FOR EXPRESSWAY ACCORDING TO DOCUMENT NO. 19024366 RECORDED JANUARY 17, 1964; THENCE ON AN AZIMUTH OF 68 DEGREES 27 MINUTES 00 SECONDS ALONG SAID RIGHT-OF-WAY LINE 152.77 FEET; THENCE ON AN AZIMUTH OF 182 DEGREES 59 MINUTES 01 SECONDS, 7.68 FEET; THENCE SOUTHERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 204.63 FEET, CENTRAL ANGLE 07

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DEGREES 34 MINUTES 06 SECONDS, A DISTANCE OF 27.03 FEET; THENCE ON AN AZIMUTH OF 214 DEGREES 41 MINUTES 06 SECONDS, 17.55 FEET TO THE AFOREMENTIONED WEST LINE OF SOUTH CAMPBELL AVENUE PRODUCED NORTH; THENCE ON AN AZIMUTH OF 180 DEGREES 18 MINUTES 00 SECONDS ALONG SAID WEST LINE, 164.69 FEET TO THE NORTHWEST CORNER OF LOT 4 AFORESAID; THENCE ON AN AZIMUTH OF 90 DEGREES 18 MINUTES 00 SECONDS ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ON AN AZIMUTH OF 180 DEGREES 18 MINUTES 00 SECONDS ALONG THE EAST LINE OF LOTS 4, 5 AND 3, A DISTANCE OF 1129.84 FEET TO THE NORTH LINE OF WEST 35TH STREET; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 624,438 SQ. FT. OR 14.335 AC., MORE OR LESS

PARCEL 2

EASEMENTS FOR INGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENT FOR INGRESS, EGRESS AND ACCESS DATED APRIL 13, 1993 AND RECORDED APRIL 15, 1993 AS DOCUMENT NUMBER 93280729, MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 27, 1989 AND KNOWN AS TRUST NUMBER 108-954-07 AND NWS, INC.

Permanent Real Estate Index Nos.

16-36-201-012-0000
16-36-201-036-0000
16-36-201-020-0000
16-36-201-033-0000

Address of Property:

2500 West 35th Street
Chicago, IL 60632
(vacant)

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