

OPEN-END MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING,
AND FINANCING STATEMENT

Dated as of August 26, 1997

THE LEHIGH PRESS, INC.,

as Mortgagor,

In Favor OF

GENERAL ELECTRIC CAPITAL CORPORATION,

As Collateral Agent,

as Mortgagee,

Location of Property:

25th Avenue and Lexington Street
Broadview, Illinois
and
361 Bonnie Lane,
Elk Grove Village, Illinois

Lawyers Title Insurance Corporation
Prepared by and when
Recorded Return to:

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1055 Washington Blvd.
Stamford, CT 06901
Attention: Mario J. Ippolito, Esq.

Lawyers Title Insurance Corporation

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OPEN-END MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS, FIXTURE FILING
AND FINANCING STATEMENT

THIS OPEN-END MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS, FIXTURE FILING AND FINANCING STATEMENT ("Mortgage") dated as of the 26th day of August, 1997, made by THE LEHIGH PRESS, INC., a Pennsylvania corporation (together with its successors and assigns, "Mortgagor") having an office at 51 Haddonfield Road, Cherry Hill, New Jersey, 08002, in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, having its principal office address at 777 Long Ridge Road, Building A, 3rd Floor, Stamford, Connecticut 06927, not personally but acting in its capacity as collateral agent for the benefit of the holders of the Term Notes (as defined in the Credit Agreement) and itself in its capacity as collateral agent (in such capacity, together with its successors, assigns, agents and nominees, "Mortgagee"). Unless otherwise expressly defined herein, initially capitalized terms used herein shall have the meanings ascribed to them defined in the Credit Agreement (defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of the date hereof (as from time to time amended, modified or supplemented in accordance with the terms thereof, the "Credit Agreement"), among Mortgagor, the other Credit Parties signatory thereto, Mortgagee and the Persons signatory thereto from time to time as Lenders, the Term Lenders agreed to make the Term Loan to Mortgagor of up to Twenty-Five Million and 00/100 Dollars (\$25,000,000.00) to be evidenced by the Term Notes and the Revolving Loan to Mortgagor of up to Twenty Million and 00/100 Dollars (\$20,000,000.00) upon the terms and conditions set forth in the Credit Agreement;

WHEREAS, Mortgagor has agreed to execute and deliver this Mortgage to Mortgagee to secure payment and performance by Mortgagor of all of the Term Obligations

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including, without limitation, all of the Mortgagor's obligations under this Mortgage and under the Notes (all of such obligations are collectively referred to herein as the "Secured Obligations");

WHEREAS, the Term Notes mature on or before September 1, 2002;

NOW, THEREFORE, in consideration of the premises contained herein and to secure payment and performance of the Secured Obligations and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby GRANT, BARGAIN, SELL, DELIVER, ALIENATE, REMISE, RELEASE, CONVEY, ASSIGN, TRANSFER, MORTGAGE, PLEDGE, ENFEOFF, GIVE, SET OVER, SPECIALLY WARRANT AND CONFIRM unto Mortgagee, its successors and assigns and grant a security interest to Mortgagee, its successors and assigns in and to, the following:

THE PROPERTY

(A) The real property more particularly described in Schedule A attached hereto, incorporated herein and made a part hereof (the "Land"), and all trees, shrubbery, crops and other plantings now or hereafter grown on the Land;

(B) TOGETHER WITH all right, title and interest, if any, which Mortgagor may now have or hereafter acquire of whatever character whether as owner, lessee or otherwise, whether vested or contingent, in and to (1) the Land and all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (collectively, the "Buildings"), (2) all building materials, supplies and other property now or hereafter stored at or delivered to the Land or any other location for installation in or on the Land or any of the Buildings, and all fixtures, fittings, machinery, appliances, equipment, apparatus, furnishings and personal property of every nature whatsoever now or hereafter located in or on, or attached to, and used or intended to be used in connection with the Land (except inventory held for use in the course of Mortgagor's business), any of the Buildings or any business or other operations now or hereafter conducted in or on the Land or any of the Buildings or in connection with any construction or other work now or hereafter conducted in or on the Land or any of the Buildings, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing, (all of the

property described in this clause (2), being collectively referred to herein as the "Equipment"; the Buildings and the Equipment being collectively referred to herein as the "Improvements"), (3) any and all oil, gas and other minerals now or hereafter produced from or allocated to the Land and any and all products now or hereafter processed or obtained from any such oil, gas or other minerals, and (4) any and all plans, specifications, drawings, books, records and similar items now or hereafter relating to the Land or the Improvements, the operation thereof, any rights thereto or any interest therein;

(C) TOGETHER WITH all proceeds, products, extensions, additions, improvements, betterments, renewals, substitutions, replacements, accessions, accretions and relictions of and to all or any part of the Premises (as herein defined) or any other property encumbered by this Mortgage;

(D) TOGETHER WITH all right, title and interest of Mortgagor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to (1) all streets, roads and public places (whether open or proposed) now or hereafter adjoining or otherwise providing access to the Land, (2) the land lying in the bed of such streets, roads and public places, and (3) all other sidewalks, alleys, ways, passages, vaults, water courses, strips and gores of land now or hereafter adjoining or used or intended to be used in connection with all or any part of the property described in paragraphs (A), (B) and (C) hereof;

(E) TOGETHER WITH all easements, rights-of-way and rights of use or passage (whether public or private), estates, interests, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, riparian, littoral, sewer, water, air, oil, gas, mineral and subsurface rights), privileges, claims, franchises, licenses, profits, rents, royalties, tenements, hereditaments, reversions, remainders and appurtenances of every nature whatsoever in any way now or hereafter belonging, relating or appertaining to all or any part of the property described in paragraphs (A), (B), (C) and (D) hereof (all rights and interests described in clauses (A), (B), (C), (D) and (E) being collectively referred to herein as the "Premises");

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(F) TOGETHER WITH (1) any and all judgments, settlements, claims, awards, insurance proceeds and other proceeds and compensation, and any interest thereon (collectively, "Compensation"), now or hereafter made or payable in connection with (a) any casualty or other damage to all or any part of the property described in paragraphs (A), (B), (C), (D) and (E) hereof, (b) any condemnation proceedings affecting any such property or any rights thereto or any interest therein, (c) any damage to or taking of any such property or any rights thereto or any interest therein arising from or otherwise relating to any exercise of the power of eminent domain (including, without limitation, any and all Compensation for change of grade of streets or any other injury to or decrease in the value of any such property), or (d) any conveyance in lieu of or under threat of any such taking, (2) any and all proceeds of any sale, assignment or other disposition of any such property or any rights thereto or any interest therein, (3) any and all proceeds of any other conversion (whether voluntary or involuntary) of any such property or any rights thereto or any interest therein into cash or any liquidated claim, (4) any and all refunds and rebates of or with respect to any insurance premium, any Imposition (as hereinafter defined) or any other charge for utilities relating to any such property (including, without limitation, any and all refunds and rebates of or with respect to any deposit or prepayment relating to any such insurance premium, Imposition or charge), and any and all interest thereon, whether now or hereafter payable or accruing, and (5) any and all accounts, option rights, contract rights, general intangibles, permits, licenses, approvals, bonuses, actions and rights in action now or hereafter arising from or relating to any such property or any business or other operations conducted in or on any such property by or on behalf of or for the benefit of Mortgagor (including, without limitation, all rights of Mortgagor in and to insurance proceeds, all rights of Mortgagor in and to unearned or prepaid insurance premiums, Impositions or other charges for utilities, and any deposits with respect thereto and any interest thereon, and all rights of Mortgagor in and to any and all contracts and bonds relating to operation, maintenance, construction, renovation, restoration, repair, management or security of any such property);

(G) TOGETHER WITH all leasehold estates, right, title and interest of Mortgagor in any and all leases, subleases, management agreements, arrangements, concessions or agreements relating to the use or occupancy of the Premises or any portion thereof and all rents of and from

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all or any part of the foregoing whether now or hereafter payable or accruing (including, without limitation, any and all money and other consideration paid or payable from time to time by any and all tenants, licensees, occupants or other users of any such property), and all rights of Mortgagor or any other person to collect and receive the same; provided, however, that permission is hereby given to Mortgagor, so long as no Event of Default (as hereinafter defined) shall have occurred, to collect and use such rents as, but not before, they become due and payable, which permission shall terminate immediately, without the necessity of any action by Mortgagee, upon the occurrence of any Event of Default;

(H) TOGETHER WITH (1) all right, title and interest of Mortgagor (whether as seller, purchaser or otherwise) in and to any and all agreements now or hereafter relating to any purchase, sale, occupancy or other transfer of all or any part of the property described in paragraphs (A), (B), (C), (D), (E), (F) and (G) hereof (whether or not such purchase, sale, occupancy or other transfer shall be completed), together with any and all down payments, earnest money deposits and other security (whether monetary or otherwise) paid or payable or deposited or to be deposited in connection with any such agreement, and (2) all right, title and interest of Mortgagor (whether as lessor, lessee or otherwise) in and to any and all leases, subleases, use, occupancy and similar agreements (including, without limitation, oil, gas and mining leases) now or hereafter relating to all or any part of the property described in paragraphs (A), (B), (C), (D) and (E) hereof (each being referred to in this paragraph as a "lease"), together with any and all guaranties and security of, for or otherwise relating to any such lease (including, without limitation, any and all cash, security deposits, advance rentals, deposits and payments of a similar nature under any such lease or under any other arrangement entered into in connection with any such lease, any and all interest thereon, and any and all right, title and interest of Mortgagor in and to property of any tenant or other person, whether such right, title and interest shall have arisen under applicable law or under any such lease or other arrangement) and together with all rent and other consideration (whether monetary or otherwise) now or hereafter payable or accruing under or in connection with any such lease (including, without limitation, any and all cancellation or termination payments and any and all damages payable in connection with any default), subject, however, to the conditional permission given to Mortgagor to collect

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and use the rents, royalties, issues, profits, revenues, income and other benefits arising under any such lease as provided above;

(I) TOGETHER WITH any and all right, title and interest of Mortgagor in all reciprocal easement agreements, operating agreements and any other agreements affecting the Land and Improvements; and

(J) TOGETHER WITH any and all further or greater estate, right, title, interest, claim and demand of Mortgagor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to any of the property described in the foregoing paragraphs or any rights or interests appurtenant thereto.

All of the property described in paragraphs (A), (B), (C), (D), (E), (F), (G), (H), (I) and (J) above, and each item of property therein described, is collectively referred to in this Mortgage as the "Property."

TO HAVE AND TO HOLD the Property, rights and privileges and appurtenances hereby conveyed or assigned, or intended so to be, unto Mortgagee, its successors and assigns, to its and their own proper use and benefit forever, upon and subject to the terms and conditions set forth in this Mortgage;

PROVIDED, HOWEVER, that if all of the Secured Obligations shall be fully, finally, and indefeasibly paid at the times, in the amounts and in the manner specified in the Term Notes and the Loan Documents securing the Term Notes to which Mortgagor is a party, all without any deduction or credit for any Impositions or other charges or expenses paid or payable by or on behalf of Mortgagor and fully kept, performed, observed and complied with in accordance with the Term Notes and the Loan Documents securing the Term Notes to which Mortgagor is a party (collectively, the "Release Conditions"), then this Mortgage and the rights and interests hereby granted and assigned to Mortgagee shall be null and void and of no further force and effect and shall be released of record upon the written request and at the expense of Mortgagor, but otherwise shall remain in full force and effect; provided, however, that the release of this Mortgage shall not affect Mortgagor's obligation to perform those Secured Obligations which are expressly stated to survive repayment of the Secured Obligations pursuant to the terms of this Mortgage, the Term Notes or any Loan Documents to which Mortgagor is a party.

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AND PROVIDED FURTHER, notwithstanding anything to the contrary herein contained, that the maximum amount which at any time may be secured hereby is limited to and shall not in any event exceed the sum of \$100,000,000.00.

Mortgagor warrants, represents, covenants and agrees to and with Mortgagee as follows:

ARTICLE I.

COVENANTS OF MORTGAGOR

Section 1.1. Payment and Performance of Secured Obligations. Mortgagor shall pay, keep, perform, observe and comply with, or shall cause to be paid, kept, performed, observed and complied with all of the Secured Obligations. Mortgagor acknowledges and agrees that all security of any kind pursuant to the Loan Documents to which Mortgagor is a party, is security for the Secured Obligations without allocation of any part or portion thereof to any portion of the Secured Obligations other than the whole thereof.

Section 1.2. Incorporation of Documents. Mortgagor acknowledges that the proceeds of the Term Notes are to be disbursed in accordance with the provisions contained in the Credit Agreement. Subject to the final proviso preceding Article I hereof, all advances and indebtedness arising and accruing under this Mortgage, whether or not the resulting indebtedness secured hereby may exceed the aggregate face amount of any document evidencing such indebtedness, shall be secured hereby to the same extent as though said Credit Agreement were fully incorporated in this Mortgage. Subject to the final proviso preceding Article I hereof, in the event of any conflict or inconsistency between the terms of this Mortgage and the Credit Agreement, the terms and provisions of the Credit Agreement shall in each instance govern and control. Notwithstanding the foregoing, if Mortgagor shall have a greater obligation under this Mortgage than under the Credit Agreement, such greater obligation shall not be considered a conflict or inconsistency between them, Mortgagor in each instance being bound by such greater obligation. Each and every term and provision of the Loan Documents to which Mortgagor is a party, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of Mortgagor contained therein, shall be considered as if a part of this Mortgage, and payment, fulfillment and performance thereof is secured hereby, and, in accordance with the Loan Documents to which

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Mortgagor is a party. Any Event of Default under the Credit Agreement shall constitute an Event of Default under this Mortgage entitling Mortgagee to all the remedies provided in this Mortgage, under the other Loan Documents to which Mortgagor is a party, and by law.

Section 1.3. General Representations, Covenants and Warranties.

Mortgagor warrants, represents and covenants that:

(a) Mortgagor fully warrants and will forever defend the title to the Property and the validity as a first priority lien and security interest, enforceability and priority of the lien and security interest created hereby against the claims of all persons whomsoever claiming or who may claim the same or any part thereof, subject only to those matters described on Exhibit B attached hereto ("Permitted Exceptions") and other Permitted Encumbrances (as defined in the Credit Agreement);

(b) Mortgagor is seized of an indefeasible estate in fee simple in and to the Land, Buildings and all other parts of the Property constituting real property;

(c) Except for Permitted Encumbrances, Mortgagor has good and marketable title to the Equipment and all other parts of the Property constituting personal property;

(d) Mortgagor has good right, full power and lawful authority, without the joinder or consent of any person, to mortgage, pledge, assign and grant a security in the Property pursuant to and as provided in this Mortgage;

(e) Mortgagor may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Property in accordance with this Mortgage;

(f) The Property is free and clear of any and all liens, security interests, charges, encumbrances and claims of other persons, of any kind whatsoever, other than the Permitted Exceptions and other Permitted Encumbrances;

(g) Except for the recording of this Mortgage and the filing of financing statements, no registrations, recordings or filings are required to create a valid, first priority lien on and perfected security interest in the Property;

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(h) Mortgagor will maintain and preserve the lien of this Mortgage until all of the Release Conditions are satisfied;

(i) Mortgagor shall not make or enter into any lease of all or any part of the Property;

(j) All costs incurred and which have become due and payable prior to the date hereof in connection with any construction of, in or on any Improvements or in connection with the purchase of any Improvements have been paid or will be paid promptly when due; and

(k) Electric, gas, sewer, water and telephone facilities and any and all other necessary utilities are, and at all times hereafter shall be, available in sufficient capacity to service the Property satisfactorily for its current use until all of the Release Conditions shall have been satisfied, and any easements legally required to assure the continuation of such utility service to the Property have been obtained and duly recorded.

Section 1.4. Additional Covenants, Representations and Warranties Regarding Environmental Matters. Mortgagor represents, covenants and warrants to Mortgagee as follows:

(a) Except for any applicable disclosures set forth in Disclosure Schedules 3.17 and 5.8 to the Credit Agreement, to the best of Mortgagor's knowledge and belief, and after reasonable inquiry, neither the Mortgagor nor the Premises are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority, federal or state, or to any remedial obligations under any federal or state laws pertaining to health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (as amended, "CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the following (together the "Illinois Environmental Laws"): Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and regulations promulgated thereunder by the Illinois Pollution Control Board (35 Ill. Adm. Code, Chapter I), the Illinois Gasoline Storage Act (430 ILCS 15/1 et seq.) and regulations promulgated thereunder by the Office of the State Fire Marshal (41 Ill. Adm. Code, Chapter I), the Illinois Chemical Safety Act (430 ILCS 45/1 et seq.) and the Illinois Hazardous Materials

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Emergency Act (430 ILCS 50/0.01 et seq.) and regulations promulgated thereunder (29 Ill. Adm. Code, Chapter I), and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Premises.

(b) Mortgagor will not intentionally or negligently cause or permit the Premises to be in violation of, or do anything or permit anything to be done which will subject the Premises to, any remedial obligations under any Applicable Environmental Laws, and will promptly notify Mortgagee, in writing, of any existing, pending or, to the best of Mortgagor's knowledge, threatened investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws.

(c) Except for any applicable disclosures set forth in Disclosure Schedules 3.17 and 5.8 to the Credit Agreement and subject to the limitations on liability contained in Sections 3.17 and 5.8 of the Credit Agreement, Mortgagor has obtained any and all permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures and equipment forming a part of the Premises required by reason of any Applicable Environmental Laws.

(d) Except for any applicable disclosures set forth in Disclosure Schedules 3.17 and 5.8 to the Credit Agreement, Mortgagor has and shall cause each person within its control to: (a) conduct its operations and keep and maintain the Premises in compliance with all Applicable Environmental Laws and Environmental Permits other than noncompliance which could not reasonably be expected to have a Material Adverse Effect, and (b) implement any and all investigation, remediation, removal and response actions which are appropriate or necessary, in Mortgagee's reasonable discretion, to maintain the value and marketability of the Premises or to otherwise comply with Applicable Environmental Laws and Environmental Permits pertaining to the presence, generation, treatment, storage, use, disposal, transportation or Release of any Hazardous Material on, at, in, under, above, to, from or about any of the Premises.

(e) Mortgagor will not intentionally or negligently cause or permit the Premises to be in violation of, or do anything or permit anything to be done which will subject the Premises to, any remedial obligations under any

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Applicable Environmental Laws, and will promptly notify Mortgagee, in writing, of any existing, pending or threatened investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws.

(E) If Mortgagee at any time has a reasonable basis to believe that there may be a violation of any Applicable Environmental Laws or Environmental Permits by the Mortgagor or any Environmental Liabilities arising thereunder, or a Release of Hazardous Materials on, at, in, under, above, from or about the Premises, which, in each case, could reasonably be expected to have a Material Adverse Effect, then Mortgagor shall, upon Mortgagee's written request (i) cause the performance of environmental audits including subsurface sampling of soil and groundwater, the scope of which shall be necessary and reasonable, in Mortgagee's reasonable discretion, given the nature of the possible violation, liability or Release, and preparation of such environmental reports, at Mortgagor's expense, as Mortgagee may request, which shall be conducted by a reputable environmental consulting firm acceptable to the Mortgagee and shall be in the form and substance acceptable to the Mortgagee, or (ii) if Mortgagor (1) fails to respond to Mortgagee's written request within twenty (20) days of Mortgagor's receipt of such request, (2) refuses Mortgagee's written request for the performance of an environmental audit or (3) fails to diligently pursue response activities contemplated in clause (i) above within thirty (30) days of Mortgagor's response to Mortgagee's written request, Mortgagor hereby grants Mortgagee a license to permit Mortgagee and its representatives, at Mortgagee's election, to have reasonable access to the Premises for the purpose of conducting such environmental audits and testing as Mortgagee deems appropriate, including subsurface sampling of soil and groundwater. In the event Mortgagor has failed to conduct such testing and Mortgagee decides not to conduct such testing, Mortgagee may declare an Event of Default under the Credit Agreement. Mortgagor shall reimburse Mortgagee for the costs of such audits and tests. If Mortgagor fails to make such reimbursement within twenty (20) days of Mortgagor's request therefor, the cost of such tests shall be added to the indebtedness evidenced by the Term Notes and secured by this Mortgage. Mortgagee will cooperate with Mortgagor to ensure that any activities undertaken during the audit do not unreasonably disrupt Mortgagor's operations to the greatest extent possible.

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Section 1.5. Use of Property. Mortgagor represents, covenants and warrants to Mortgagee as follows:

(a) No portion of the Property is located in an area identified by the Secretary of Housing and Urban Development or any successor thereto as an area having special flood hazards pursuant to the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended, or any successor law.

(b) The Property and the present and contemplated uses and occupancies thereof are in compliance in all material respects with all applicable federal, state, county and local laws, ordinances, building codes, orders, rules and regulations pertaining to zoning, parking, construction, building and land use matters.

(c) The Property is free from damage caused by a Casualty (as hereinafter defined) and no portion of the Property has been the subject of a Taking (as hereinafter defined).

(d) All public roads and streets necessary to serve the Property for the use thereof have been completed, are serviceable and have been dedicated to and formally accepted by the appropriate governmental entities.

(e) There are no agreements, contracts or lease provisions, written or oral, providing any tenant of the Property or any other third party the option to purchase all or any part of the Property.

(f) Mortgagor and its agents have not entered into any leases or other arrangements for occupancy of space within the Property other than those leases furnished to Mortgagee.

(g) The Property is taxed separately without regard to any other property and for all purposes the Property may be mortgaged, conveyed, and otherwise dealt with as an independent parcel.

(h) Mortgagor covenants that the representations set forth in this Section shall be true until the Secured Obligations have been fully and finally paid.

(i) The Property complies with all federal, state, county, municipal and local laws, ordinances and regulations relating to subdivision and may be lawfully

conveyed by the legal description attached hereto without further subdivision or compliance with such laws, ordinances and regulations.

Section 1.6. Taxes, Assessments and Other Charges. (a) Mortgagor shall pay, before the same become delinquent, all taxes (including, without limitation, any registration or recording taxes incurred in connection with this Mortgage, if applicable), insurance premiums, assessments, dues, fines, impositions, and public charges, general and special, ordinary and extraordinary, of every character (including penalties and interest), all charges made by utility companies, public or private, for services furnished or used in connection with the Property, all common area utility and maintenance charges, and all other impositions attributable to the Property ("Impositions"). Mortgagor may protest or contest Impositions in accordance with the provisions of the Credit Agreement.

(b) At any time after the occurrence of an Event of Default and following a written demand therefore from Mortgagee, Mortgagor covenants and agrees to deposit monthly at the office of Mortgagee or at such other place as Mortgagee may from time to time in writing appoint, a sum equal to one-twelfth (1/12) of the last total annual taxes and assessments (general and special) for the most recent year on the Property. Mortgagor shall make monthly deposits on the first day of each month until all of the Release Conditions are satisfied so that there will be on deposit with Mortgagee sufficient funds to pay the next installment of taxes thirty (30) days prior to the due date of such payment. Such deposits are to be held in trust without any allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Property next due and payable. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of demand therefor from Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments in full. If the funds so deposited exceed the amount required to pay such taxes and assessments for any year, the excess shall be applied towards the subsequent deposit or deposits due from Mortgagor. Such deposits are hereby pledged as additional security for the Secured Obligations and should be held and applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor.

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Section 1.7. Defense of Title and Litigation.

Mortgagor will not allow or permit any mechanics', materialmen or laborers lien or claim to be filed or otherwise asserted against the Property other than those liens permitted pursuant to the Credit Agreement. If the lien or security interest created by this Mortgage, or the validity, enforceability or priority thereof or of this Mortgage, or if title or any of the rights of Mortgagor or Mortgagee in or to the Property, shall be endangered or questioned, or shall be attacked directly or indirectly, or if any action or proceeding is instituted against Mortgagor or Mortgagee with respect thereto, Mortgagor will promptly notify Mortgagee thereof and will diligently endeavor to cure any defect which may be developed or claimed and/or will take all necessary and proper steps for the defense of such action or proceeding, including the employment of counsel, the prosecution or defense of litigation and, subject to Mortgagee's reasonable approval, the compromise, release or discharge of any and all adverse claims. Mortgagee (whether or not named as a party to such actions or proceedings) is hereby authorized and empowered (but shall not be obligated) to take such additional steps as it may deem necessary or proper for the defense of any such action or proceeding or the protection of the lien, security interest, validity, enforceability or priority of this Mortgage or of such title or rights, including the employment of counsel, the prosecution or defense of litigation, the compromise, release or discharge of such adverse claims, the purchase of any tax title and the removal of such prior liens and security interests. Mortgagor shall, on demand, reimburse Mortgagee for all expenses (including attorneys' fees and disbursements) incurred by it in connection with the foregoing matters. All such costs and expenses of Mortgagee, until reimbursed by Mortgagor, shall be part of the Secured Obligations and shall be deemed to be secured by this Mortgage. Mortgagor may protest or contest the payment of any such claim or demand of mechanics, materialmen, laborers or others in accordance with the provisions of the Credit Agreement.

Section 1.8. Zoning and Title Matters.

Mortgagor will not, without the prior written consent of Mortgagee, (a) initiate or support any zoning reclassification of the Property or seek any variance under existing zoning ordinances applicable to the Property, (b) use or permit the use of the Property in a manner which would result in such use becoming a nonconforming use under applicable zoning ordinances, (c) modify, amend or supplement any of the Permitted Exceptions, (d) impose any

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restrictive covenants or encumbrances upon the Property, execute or file any subdivision plat affecting the Property or consent to the annexation of the Property to any municipality or (e) permit or allow the Property to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement by prescription.

Section 1.9. Insurance and Risk of Loss.

(a) Mortgagor shall keep or cause to be kept such casualty and liability insurance concerning the Property as is, or from time to time may be, required in accordance with the Credit Agreement with companies, in amounts and against insurable hazards as set forth therein. Such insurance shall be maintained in effect as long as all of the Release Conditions have not been satisfied.

(b) Mortgagor shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required hereunder or under the Credit Agreement. Mortgagee shall be named as sole loss payee on each property insurance policy relating to the Property pursuant to a standard noncontributory mortgagee endorsement. Mortgagor shall promptly notify Mortgagee whenever any such separate insurance is obtained and shall deliver the policy or policies or certificates evidencing the same to Mortgagee at the times provided pursuant to the Credit Agreement, or after the occurrence of an Event of Default, at such other times as Mortgagee may request. Mortgagor shall provide to Mortgagee a copy of all policies evidencing insurance in compliance with the terms of the Credit Agreement.

Section 1.10. Adjustment of Losses with Insurance and Application of Proceeds of Insurance. In case of loss, all insurance payments shall be adjusted, paid and applied as provided in the Credit Agreement.

Section 1.11. Stamp Tax. If, by the laws of the United States of America, or of any state or principal subdivision having jurisdiction over Mortgagor, any tax, levy, assessment, charge, or imposition is due or becomes due in respect of the issuance of any Term Note, or recording of this Mortgage or additions to or consolidations of this Mortgage, whether at the original recording hereof or subsequent recordings, Mortgagor covenants and agrees to pay such tax, levy, assessment, charge or imposition, in the manner required by any such law and unless all such taxes,

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levies, assessments, charges or impositions are paid or reimbursed by Mortgagor when and as they become due and payable, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee, notwithstanding anything contained herein or in any law heretofore or hereafter enacted. Mortgagor agrees to exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing payment of all taxes, levies, assessments, charges or impositions which Mortgagor is required or elects to pay hereunder. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any such charge on the issuance of any Term Note or recording of this Mortgage.

Section 1.12. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after the date of this Mortgage of any law of any state in which the Property is located or any political subdivision thereof deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or deeds of trust or similar instruments, or the Mortgagee's interest in the Property, or the manner of collection of taxes, so as to adversely affect the lien of this Mortgage or the Secured Obligations or the then holders thereof (each, a "Mortgage Tax Event"), then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefore; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, (each Mortgage Tax Event subject to such a legal determination is hereinafter referred to as a "Nonreimbursable Mortgage Tax Event"), then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Secured Obligations to be and become due and payable sixty (60) days from the giving of such notice. The foregoing shall not, however, impose upon Mortgagor, the obligation to pay or reimburse Mortgagee for any tax in the nature of an income tax.

Section 1.13. Changes to Mortgage or Related Documents. If the Secured Obligations or any part thereof are extended or varied or if any part of the security is

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released, all persons now or at any time hereafter liable therefor, or whose consent to this Mortgage was obtained, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse, if any, against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release. Any person or entity taking a junior mortgage or other lien upon the Property or any interest therein, shall take said lien subject to the rights of Mortgagee to amend, modify, and supplement, restate and consolidate this Mortgage and the Loan Documents to which Mortgagor is a party and to vary the rate of interest and the method of computing the same, and to increase the principal amount thereof, and to impose additional fees and other charges, and to extend the maturity of said indebtedness, and to grant partial releases of the lien of this Mortgage, in each and every case without obtaining the consent of the holder of such lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien. Nothing in this Section contained shall be construed as waiving any provision contained herein which provides, among other things, that it shall constitute an Event of Default if the Property be sold, conveyed, or encumbered unless permitted by the Loan Documents to which Mortgagor is a party.

Section 1.14. Eminent Domain and Casualty.

(a) In the event that title to, or the use of the Property or any part thereof shall be taken pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings (each a "Taking"), Mortgagor shall give prompt written notice thereof to Mortgagee. All compensation received as a result of any Taking shall be paid to Mortgagee and shall be applied in accordance with the provisions of the Credit Agreement. Mortgagee shall have the right to settle condemnation proceedings or awards as provided in the Credit Agreement.

(b) Mortgagor shall give prompt written notice to Mortgagee of the occurrence of any casualty and such occurrence shall not relieve Mortgagor of any of its obligations specified in the Loan Documents to which Mortgagor is a party. All compensation received as a result of any casualty shall be paid and shall be applied in accordance with the provisions of the Credit Agreement. Mortgagee shall have the right to settle insurance claims

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with respect to property casualty insurance as provided in the Credit Agreement.

Section 1.15. Mortgagee's Performance of Defaulted Acts; Subrogation.

(a) If an Event of Default shall have occurred, Mortgagee may, but need not, pay or perform any Secured Obligation which Mortgagor has failed to pay or perform, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture or contest any tax or assessment, including without limitation the payment of principal, premium and/or interest on the Secured Obligations, whether at maturity, upon acceleration or otherwise. Mortgagee and any person designated by Mortgagee shall have the right, and is hereby granted the right, to enter upon the Property for the foregoing purposes. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the Property and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest payable after an Event of Default. Inaction of Mortgagee shall never be considered a waiver of any right accruing to it on account of any default on the part of Mortgagor. No payment by Mortgagee shall relieve Mortgagor from any default hereunder or impair any right or remedy of Mortgagee.

(b) Should any amount paid out, advanced or incurred hereunder by Mortgagee be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Property or any part thereof on a parity with or prior or superior to the lien hereof, then as additional security hereunder, Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

Section 1.16. Ownership of Property and Mortgagor's Interest. (a) Mortgagor shall not, directly or

indirectly, transfer, pledge, encumber, suffer to exist any Lien (except for the Permitted Exceptions), on, or, except as provided in the Credit Agreement, assign, lease or sublease all or any portion of any interest in, the Property. Mortgagor shall not make any alterations to or demolish any portion of the Property without Mortgagee's prior written consent, except alterations in connection with improvements to the Property which cost not more than Two Hundred Fifty Thousand Dollars (\$250,000) and shall not permit or allow any change in the general nature of the occupancy of the Property without Mortgagee's prior written consent.

Section 1.17. Assignment of Leases and Rents.

(a) The assignment set forth in paragraph (G) of the section of this Mortgage entitled "The Property" ("Paragraph (G)") shall, to the extent permitted by law, constitute an absolute and present assignment of the leases, rents, royalties, issues, profits, revenues, income and other benefits described in said paragraph, subject, however, to the conditional permission given to Mortgagor to collect and use the same as provided in said paragraph. Neither the existence nor the exercise of such conditional permission shall subordinate such assignment to any subsequent assignment by Mortgagor, and all such subsequent assignments shall be subject to the rights of Mortgagee under this Mortgage. The assignment set forth in Paragraph (G) shall be fully operative without any further action by Mortgagor or Mortgagee. Mortgagee is hereby irrevocably authorized and empowered, at its option, to demand, collect, receive and enforce payment of any and all such rents, royalties, issues, profits, revenues, income and other benefits at any time during the continuance of any Event of Default, and to give receipts, releases and satisfactions therefor, whether or not Mortgagee shall have taken, or at any time shall take, possession of the Land, the Buildings or any other part of the Property. Mortgagee is hereby irrevocably authorized to notify all tenants, licensees, occupants and other users of all or any part of the Property of Mortgagee's rights under this Section and under Paragraph (G).

(b) Mortgagor hereby grants to Mortgagee the right, at Mortgagee's option at any time after the occurrence of any Event of Default, to take all actions with respect to any and all such rents, royalties, issues, profits, revenues, income and other benefits as are contemplated by Section 2.3 of this Mortgage. Mortgagor

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hereby irrevocably authorizes and appoints Mortgagee the agent and attorney-in-fact of Mortgagor, at Mortgagee's option, to manage said property and demand, collect, receive and enforce payment of any and all such rents, royalties, issues, profits, revenues, income and other benefits after the occurrence of any Event of Default, to give receipts, releases and satisfactions therefor and to apply such collections in the manner provided in Section 2.3, which appointment shall be deemed to be coupled with an interest. Such assignment, grant and appointment shall continue in effect until all of the Release Conditions have been satisfied. Mortgagor hereby further grants to Mortgagee the right (i) to enter upon and take possession of the Property for the purpose of collecting such rents, issues and profits; (ii) to dispossess by the usual summary proceeding any tenant defaulting in the payment thereof to Mortgagee; (iii) to let the Property, or any part thereof; and (iv) to apply said rents, issues and profits, after payment of all necessary charges and expenses, on account of said Secured Obligations. Mortgagor hereby irrevocably consents to the entry upon and taking possession of the Property by Mortgagee pursuant to such grant and appointment, whether or not foreclosure proceedings shall have been commenced and without applying for a receiver. Neither the exercise by Mortgagee of any rights under this Section or Paragraph (G), nor the application of any such rents, royalties, issues, profits, revenues, income or other benefits to the Secured Obligations, shall cure or waive any Event of Default or any notice of any Event of Default or invalidate any such notice or any act done pursuant to this Mortgage or pursuant to any such notice.

(c) Upon request by Mortgagee, Mortgagor shall confirm its assignment to Mortgagee, as additional security for the Secured Obligations, by a written document approved by Mortgagee, of all right, title and interest of Mortgagor in and to any and all leases now or hereafter affecting all or any part of the Property, together with any and all guaranties and security of, for or otherwise relating to such leases and all rent and other money payable or accruing under or in connection with such leases, subject to the conditional permission given to Mortgagor to collect and use the rents, royalties, issues, profits, revenues, income and other benefits arising under such leases as provided above.

(d) Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Property for more than one installment in advance and that the payment of none of the rents to accrue

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for any portion of the said Property will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor, except as may be approved in writing by Mortgagee. If any lease provides for the abatement of rent during repair of the Property demised thereunder by reason of fire or other casualty, Mortgagor shall furnish to Mortgagee loss of rents insurance, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Mortgagee. Mortgagor agrees that it will not assign any of the rents or profits of the Property, except to a purchaser or grantee of the Property.

(e) Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Property by Mortgagee pursuant to the terms hereof. Nothing contained in this Mortgage shall be construed as imposing on the Mortgagee any of the obligations of the lessor under any lease of the Property in the absence of an explicit assumption thereof by Mortgagee. If, in the exercise of the powers herein granted to the Mortgagee, liability shall be asserted or enforced against the Mortgagee, all such liability is expressly waived and released by Mortgagor.

(f) Although it is the intention of the parties that the assignment contained in this Section shall be a present absolute assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section unless and until an Event of Default shall have occurred hereunder or under any of the Loan Documents.

Section 1.18. Security Agreement and Financing Statements.

(a) Mortgagor and Mortgagee agree: (i) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State of Illinois with respect to (1) any property included in the definition herein of the word "Property," which property may not be deemed to form a part of the Land or may not constitute a "fixture" (within the meaning of the applicable section of the Code), (2) any fixture which constitutes a part of the Property, and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof and (3) any and all sums on deposit pursuant to the terms hereof (subsections

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(1), (2) and (3) are collectively referred to herein as the "Collateral"; (ii) that a security interest in and to the Collateral is hereby granted to Mortgagee and that, upon recordation in the real estate records of the proper office this instrument shall constitute a "fixture filing" within the meaning of the applicable section of the Code; and (iii) that all of Mortgagor's right, title and interest to the Collateral are hereby assigned to Mortgagee; all to secure payment of the Secured Obligations. Without limiting the foregoing, Mortgagor agrees that it will execute and cause to be properly filed and/or recorded such further Financing Statements and Continuation Statements as Mortgagee may request in order to perfect and preserve the security interest of Mortgagee in the Collateral.

(b) IF any Event of Default occurs hereunder, Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and the Collateral in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that if Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, Mortgagee shall have all remedies available to a secured party under the Code and ten (10) days' notice of the sale shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, attorneys' fees and legal expenses incurred by Mortgagee.

(c) Except as otherwise permitted by the Credit Agreement, Mortgagor agrees that, without the written consent of Mortgagee, Mortgagor will not remove or permit the removal of any Collateral. All replacements, substitutions and additions to the Collateral permitted pursuant to the Credit Agreement shall be and become immediately subject to the security interest of this Mortgage which security interest shall be immediately perfected and first in priority subject only to Permitted Encumbrances. Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others, other than Permitted Encumbrances.

(d) Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to

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Mortgagee, a separate security agreement, financing statement or other similar security instruments, in form reasonably satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor which in the sole opinion of Mortgagee constitutes goods within the meaning of the Code or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this Mortgage, and will further execute, acknowledge and deliver any financing statement, affidavit, continuation statement or certificate or other document as may be necessary or as Mortgagee may reasonably request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of this Mortgage and such security instrument. Mortgagor hereby irrevocably appoints Mortgagee, or any agent designated by Mortgagee, its true and lawful attorney-in-fact, with the full power of substitution, to execute, acknowledge and deliver any such security instrument, financing statements or other documents on behalf of Mortgagor which Mortgagor fails or refuses to do within five (5) days of a request therefor by Mortgagee. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and re-filing of any such document. Mortgagor shall from time to time, on request of Mortgagee, deliver to Mortgagee an inventory of the Collateral in reasonable detail.

Section 1.19. After-Acquired Property. To the extent permitted by law, the lien of this Mortgage shall attach automatically, without the necessity of any action by Mortgagor or any other person, to all right title and interest of Mortgagor in and to any and all after-acquired property of the character or type described in the section of this Mortgage entitled "The Property". Mortgagor shall promptly execute and deliver to Mortgagee such documents and instruments as may be necessary or as reasonably requested by Mortgagee to confirm and perfect such lien. Mortgagor hereby irrevocably authorizes and appoints Mortgagee the agent and attorney-in-fact of Mortgagor to execute all such documents and instruments on behalf of Mortgagor, which appointment shall be deemed to be coupled with an interest.

Section 1.20. Indemnification. Mortgagor shall not use or permit the use of any part of the Property for an illegal purpose, including, without limitation, the violation of any environmental laws, statutes, codes, regulations or practices. Without limiting any indemnification Mortgagor has granted in the Term Notes and

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the Loan Documents, Mortgagor agrees to indemnify and hold harmless Mortgagee from and against any and all losses, suits, obligations, fines, damages, judgments, penalties, claims, charges, costs and expenses (including reasonable attorneys and paralegals' fees, court costs and disbursements) which may be imposed on, incurred or paid by or asserted against the Property by reason or on account of or in connection with the (i) construction, reconstruction or alteration by Mortgagor of the Property, (ii) any negligence or misconduct of the Mortgagor, any lessee or sublessee of the Property, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, (iii) any accident, injury, death or damage to any person or property occurring in, on or about the Property of any street, drive, sidewalk, curb or passageway adjacent thereto, connected with the Property, or (iv) any cost or liability incurred by Mortgagee (including, without limitation, diminution in the value of the Property) by reason of any environmental law, rule or regulation, as the same may affect all or part of the Property, including laws pertaining to hazardous or toxic substances or wastes provided, however, such indemnification shall not include claims resulting from Mortgagee's gross negligence or wilful misconduct.

Section 1.21. COLLATERAL PROTECTION. UNLESS MORTGAGOR PROVIDES MORTGAGEE WITH EVIDENCE OF INSURANCE COVERAGE REQUIRED BY THE LOAN DOCUMENTS, MORTGAGEE MAY PURCHASE INSURANCE AT MORTGAGOR'S EXPENSE TO PROTECT MORTGAGEE'S INTEREST IN THE PROPERTY. THIS INSURANCE MAY, BUT NEED NOT, PROTECT MORTGAGOR'S INTEREST. THE COVERAGE THAT MORTGAGEE MAY PURCHASE MAY NOT PAY ANY CLAIM THAT MORTGAGEE MAKES OR ANY CLAIM THAT IT MIGHT MAKE AGAINST MORTGAGOR IN CONNECTION WITH THE PROPERTY. MORTGAGOR MAY LATER CANCEL ANY INSURANCE PURCHASED BY MORTGAGEE BUT ONLY AFTER PROVIDING MORTGAGEE WITH EVIDENCE THAT MORTGAGOR HAS OBTAINED INSURANCE AS REQUIRED BY THE LOAN DOCUMENTS. IF MORTGAGEE PURCHASES INSURANCE FOR THE PROPERTY, MORTGAGOR WILL BE RESPONSIBLE FOR THE COST OF THAT INSURANCE, INCLUDING INTEREST AND OTHER CHARGES MORTGAGEE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COST OF THE INSURANCE MAY BE ADDED TO MORTGAGOR'S TOTAL SECURED OBLIGATIONS. THE COST OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE MORTGAGOR MAY BE ABLE TO OBTAIN ON ITS OWN. BY EXECUTING THIS DOCUMENT, MORTGAGOR ACKNOWLEDGES THE FOREGOING.

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ARTICLE II.

DEFAULTS AND REMEDIES

Section 2.1. Event of Default. As used in this Mortgage, the term "Event of Default" shall mean and refer to each and all of the following:

(a) an "Event of Default" under and as defined in the Credit Agreement;

(b) the occurrence of a Nonreimbursable Mortgage Tax Event; and

(c) the failure of Mortgagor to pay any sums due or perform any obligations of Mortgagor under this Mortgage or any of the Loan Documents.

Upon the occurrence of any Event of Default hereunder, the Secured Obligations may be accelerated as provided in the Credit Agreement and Mortgagor shall be entitled to exercise any remedies provided for in this Mortgage, in the Loan Documents, or under any applicable law.

Section 2.2. Mortgagee's Power of Enforcement.

At any time after the occurrence of any Event of Default, Mortgagee may proceed by any appropriate judicial or non-judicial action or proceeding to (a) enforce payment of all or any part of the Secured Obligations in accordance with the Loan Documents to which Mortgagor is a party, (b) declare the entire balance of any or all of the Secured Obligations to be immediately due and payable without presentment, demand, protest or notice of any kind (all of which are hereby expressly waived by Mortgagor), (c) enforce performance of any term of this Mortgage or any of the other Loan Documents to which Mortgagor is a party, (d) enforce any other rights of Mortgagee with respect to the Secured Obligations, the Property or any other security for the Secured Obligations, (e) foreclose this Mortgage and sell, or cause the sale of, the Property, as an entirety or in separate parts, pursuant to any power of sale now or hereafter permitted by law, or pursuant to the judgment, order or decree of any court of competent jurisdiction, (f) to the extent permitted by law, pursue the partial foreclosure of this Mortgage for any part of the Secured Obligations then due and payable, subject to the continuing encumbrance of this Mortgage as security for the balance of the Secured Obligations not then due, (g) advance sums, in an amount to be determined by Mortgagee in its sole

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discretion, to satisfy any or all of Mortgagor's obligations under the Loan Documents to which Mortgagor is a party, or (h) pursue any other rights, powers and remedies available to Mortgagee, at law or in equity, in connection with the Secured Obligations, the Property or any other security for the Secured Obligations. Mortgagee shall be entitled to collect from Mortgagor all costs, charges and expenses, including attorneys' fees and expenses, incurred in connection with the exercise of any of the foregoing remedies, even if redemption is had by Mortgagor after foreclosure proceedings have begun. After the occurrence of any Event of Default, Mortgagee may pursue any or all such actions or proceedings, at Mortgagee's option, separately or concurrently and in such order as Mortgagee may desire, either with or without entry or taking possession and whether or not all or any part of the Secured Obligations shall have been declared to be immediately due and payable or shall otherwise be due. After the occurrence of any Event of Default, Mortgagee may pursue any and all such actions or proceedings without prejudice to Mortgagee's right thereafter to foreclose this Mortgage and without prejudice to any right of Mortgagee thereafter to proceed by any other action or proceeding to enforce any or all rights, powers and remedies of Mortgagee with respect to the Secured Obligations, the Property or any other security for the Secured Obligations, even if the basis for any such subsequent action or proceeding is an Event of Default which existed at the time such earlier action or proceeding was commenced.

Section 2.3. Mortgagee's Right To Enter and Take Possession.

(a) At any time after the occurrence of any Event of Default, whether or not foreclosure proceedings shall have been instituted or whether before or after the whole principal sum secured hereby is accelerated, Mortgagee, to the extent and in the manner permitted by law, may enter and take possession of all or any part of the Property, may exclude Mortgagor and its officers, employees, agents, contractors, attorneys and other representatives therefrom and may have access to the books, papers and accounts of Mortgagor and of any manager of the Property. Upon request by Mortgagee at any time during the continuance of any Event of Default, Mortgagor shall peaceably and quietly vacate, surrender and deliver possession of the Property (or any part of the Property that may be designated by Mortgagee) to Mortgagee, and, if the Property is leased or subleased, deliver to the Mortgagee the rent security deposits and all

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of the leases and subleases, with such additional assignments thereof as the Mortgagee may request. Mortgagor further agrees that the Mortgagee may assume the management of the Real Property, enter into new leases and subleases and collect the rents, applying the same upon the Secured Obligations in the manner provided in the Term Notes and the Loan Documents.

If Mortgagor shall not vacate, surrender and deliver possession of the Property (or such part of the Property) to Mortgagee as provided above, then, without limiting any other right to enter and take possession of the Property (or such part of the Property), Mortgagee may resort to any and all legal and equitable remedies required to evict and dispossess Mortgagor therefrom including, without limitation, one or more summary proceedings or actions for forcible entry and detainer, trespass to try title or restitution), and Mortgagee may obtain a judgment, order or decree of any court of competent jurisdiction conferring on Mortgagee the right to immediate possession and requiring Mortgagor to immediately vacate, surrender and deliver possession of the Property (or such part of the Property) to Mortgagee. Mortgagor hereby specifically and irrevocably consents to the entry of any such judgment, order or decree. Upon request by Mortgagee, Mortgagor shall pay to Mortgagee, or to any other person that Mortgagee may designate, all costs, expenses and liabilities (including, without limitation, attorneys' fees) incurred by Mortgagee in connection with any such failure to vacate, surrender and deliver possession or in connection with any such judgment, order or decree or the exercise of any such remedies, together with interest thereon at the rate of interest payable after an Event of Default, from the date incurred by Mortgagee until the date so paid to, or as directed by, Mortgagee.

(b) After any such entry into possession Mortgagee, acting in Mortgagor's name or otherwise, may hold, store, use, operate, manage and control the Property (or any part of the Property which then is in the possession of Mortgagee) and may conduct the business and operations thereof in its own name or in the name of Mortgagor. In doing so, Mortgagee may, but shall not be obligated to:

(i) carry out any and all necessary and desirable maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements of or to the Property (or such part of the Property);

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(ii) purchase or otherwise acquire and install in or on the Property (or such part of the Property) additional fixtures, personal property and other property of the type encumbered by this Mortgage;

(iii) insure the Property or keep the Property insured;

(iv) manage, operate and exercise all rights and powers of Mortgagor with respect to the Property (or such part of the Property) and the management and operation thereof (including, without limitation, the right to enter into or cancel, enforce or modify leases and subleases, to evict tenants by summary proceedings or otherwise and to take other appropriate steps to enforce leases and subleases);

(v) enter into agreements with others to exercise the rights and powers of Mortgagee under this Mortgage; and

(vi) collect and receive all rents, royalties, issues, profits, revenues, income and other benefits of and from the Property (or such part of the Property) and any business or other operations conducted therein or thereon by or on behalf of or for the benefit of Mortgagor (including those past due as well as those accruing thereafter).

(c) In the event of any such entry into possession, Mortgagee shall be liable to account only for rents, royalties, issues, profits, revenues, income and benefits actually received by Mortgagee while in possession of the Property. In the event of any foreclosure, Mortgagee may remain in possession of all or any part of the Property until the foreclosure sale and thereafter during any period of redemption. In the absence of any foreclosure, Mortgagee may remain in possession of all or any part of the Property as long as there exists an Event of Default. The same right of taking possession shall exist during the continuance of any subsequent Event of Default. Mortgagee shall not be obligated, by virtue of this Section or by virtue of any actions contemplated by this Mortgage or by any of the other Loan Documents to which Mortgagor is a party, to perform or discharge any obligation, duty or liability of Mortgagor under any lease or other agreement relating to all or any part of the Property or under any law, ordinance, rule, regulation, order, judgment, injunction or decree relating to all or any part of the Property. Mortgagee shall not

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incur any liability for, nor shall Mortgagor assert any claim or set off as a result of, any acts or omissions of Mortgagee or any of Mortgagee's officers, employees, agents, contractors, attorneys or other representatives, while in possession of all or any part of the Property (except for damages directly caused by Mortgagee's own gross negligence). Mortgagor hereby expressly and irrevocably waives, releases, discharges and relinquishes all such liabilities, claims and rights of set off, except as provided above.

(d) Upon request by Mortgagee, Mortgagor shall pay to Mortgagee, or to any other person that Mortgagee may designate, all costs, expenses and liabilities incurred by Mortgagee including, without limitation, attorneys' fees and costs, appraisers' fees and costs, outlays for documentary and expert evidence, stenographers' charges, publication costs, transfer taxes on any deed or conveyance and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute any suit or proceeding or to evidence to bidders at any sale which may be had pursuant to such decree or statutory power of sale the true condition of the title to or the value of the Property or any other costs, expenses or liabilities incurred in connection with the holding, storage, use, operation, management, control, maintenance, repair, alteration or improvement of all or any part of the Property (except to the extent such costs, expenses and liabilities shall have been paid out of collections from the Property as provided above), together with interest on such amounts as are incurred by Mortgagee at the rate of interest payable after an Event of Default, from the date incurred by Mortgagee, until the date so paid to Mortgagee.

(e) Without limiting the liability of Mortgagor set forth above, Mortgagor shall indemnify Mortgagee and its officers, directors, employees and agents, and hold them harmless from and against all claims, injury, damage, loss and liability of any and every kind to any persons or property by reason of the ownership, operation or maintenance of the Property or any other action or inaction by or matter which is the responsibility of Mortgagor.

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Section 2.4. Appointment of Receiver.

(a) At any time after the occurrence of any Event of Default, Mortgagee, to the extent permitted by law and without regard to the value, adequacy or occupancy of the Property or the solvency of Mortgagor, shall be entitled as a matter of right and without notice or the requirement of bond (notice and bond being hereby waived), if it so elects, to the appointment of a receiver either before or after sale, without regard to the solvency or insolvency of Mortgagor at the time of application to (i) enter upon and take possession of the Property, (ii) collect all rents, royalties, issues, profits, revenues, income and other benefits of and from the Property and any business or other operations conducted in or on the Property by or on behalf of or for the benefit of Mortgagor and (iii) apply the same as the court may direct or otherwise as may be permitted by law. Mortgagor hereby specifically and irrevocably consents to such appointment. Without limiting the generality of the foregoing or of any other provision of this Mortgage, Mortgagor agrees that any failure of Mortgagor to pay any real estate or other taxes, insurance premiums required pursuant to the terms of this Mortgage or any Impositions other than real estate or other taxes which are necessary to preserve the Property or protect the Property from waste or to maintain any insurance required pursuant to the terms of this Mortgage shall constitute waste, justifying the appointment of a receiver after the expiration of the applicable cure period. The receiver shall be entitled to hold, store, use, operate, manage and control the Property and conduct the business and operations thereof as would Mortgagee pursuant to the immediately preceding Section and shall have all rights and powers permitted by law and such other rights and powers as the court making such appointment shall confer. The receiver shall be liable to account only for rents, royalties, issues, profits, revenues, income and other benefits actually received by such receiver. Notwithstanding the appointment of any receiver or other custodian, Mortgagee, as pledgee or depository, shall be entitled to the possession and control of any cash, deposits or instruments held by Mortgagee at the time of such appointment or payable or deliverable to Mortgagee from time to time pursuant to this Mortgage or any of the other Loan Documents to which Mortgagor is a party.

(b) Upon request by Mortgagee, Mortgagor shall pay to Mortgagee, or to any other person that Mortgagee may designate, or to any such receiver, all costs, expenses and liabilities (including, without limitation, attorneys' fees,

receivers' fees, agents' compensation and the fees of any manager retained by such receiver) incurred by Mortgagee, or by such receiver in connection with the appointment of such receiver and the exercise of the rights and powers of such receiver, except to the extent such costs, expenses and liabilities shall have been paid out of collections from the Property from the date incurred by Mortgagee or by such receiver until the date so paid to Mortgagee or to such receiver.

Section 2.5. Waiver of Certain Rights.

Mortgagor agrees, to the extent permitted by law, that neither Mortgagor nor any person at any time claiming through or under Mortgagor shall set up, claim or seek to take advantage of any law now or hereafter in force pertaining to the rights of sureties or providing for any appraisal, valuation, stay, notice of election to accelerate maturity or to declare the Secured Obligations due, extension, redemption, moratorium, homestead or exemption from execution or sale, in order to prevent or hinder the foreclosure of this Mortgage after the occurrence of any Event of Default, the final and absolute sale of all or any part of the Property or the final and absolute putting into possession thereof, immediately after any such sale, of the purchaser or purchasers at such sale or the enforcement of any other rights or remedies of Mortgagee under this Mortgage or under any of the other Loan Documents to which Mortgagor is a party. MORTGAGOR, FOR ITSELF AND FOR ANY AND ALL PERSONS WHO MAY AT ANY TIME CLAIM THROUGH OR UNDER MORTGAGOR OR WHO HEREAFTER MAY OTHERWISE ACQUIRE ANY INTEREST IN OR TITLE TO ALL OR ANY PART OF THE PROPERTY OR ANY OTHER SECURITY FOR THE SECURED OBLIGATIONS, HEREBY IRREVOCABLY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY LAW, ALL BENEFIT OF ANY AND ALL SUCH LAWS, ANY AND ALL RIGHTS OF REDEMPTION NOW OR HEREAFTER PERMITTED BY LAW, ANY AND ALL RIGHTS OF REDEMPTION PURSUANT TO ANY JUDGMENT, ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, AND ANY AND ALL RIGHT TO HAVE THE ASSETS CONSTITUTING THE PROPERTY OR ANY OTHER SECURITY FOR THE SECURED OBLIGATIONS MARSHALLED UPON ANY FORECLOSURE OR OTHER ENFORCEMENT OF THIS MORTGAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MORTGAGOR HEREBY SPECIFICALLY WAIVES ALL RIGHTS OF REDEMPTION FROM SALE PURSUANT TO ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON ITS OWN BEHALF AND ON BEHALF OF EACH OWNER OF REDEMPTION, AS DEFINED IN SECTION 5/15-1212 OF THE ILLINOIS CODE OF CIVIL PROCEDURE (735 ILCS 5/15-1212), AND ALL OTHER PERSONS, TO THE FULL EXTENT PERMITTED BY SECTION 5/15-1601 OF THE ILLINOIS CODE OF CIVIL PROCEDURE (735 ILCS 5/15-1601) AND ANY SUCCESSOR PROVISIONS. After the occurrence of any

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Event of Default, Mortgagee or any court having jurisdiction to foreclose this Mortgage may sell the Property in part or as an entirety. Mortgagee shall not be required to accept the Property, any part or parts thereof or any other security for the Secured Obligations in satisfaction of all or any part of the Secured Obligations. Mortgagee shall not be required to accept any apportionment of the Secured Obligations to or among any part or parts of the Property or any other security for the Secured Obligations. If any law now in force of which Mortgagor might take advantage despite this Section shall be repealed or shall cease to be in force after the date hereof, then such law shall not thereafter be deemed to preclude the application of this Section.

Section 2.6. Leases. Any foreclosure of this Mortgage and any other transfer of all or any, part of the Property in extinguishment of all or any part of the Secured Obligations may, at Mortgagee's option, be subject to any or all leases of all or any part of the Property and the rights of tenants under such leases. No failure to make any such tenant a defendant in any foreclosure proceedings or to foreclose or otherwise terminate any such lease and the rights of any such tenant in connection with any such foreclosure or transfer shall be, or be asserted to be, a defense or hindrance to any such foreclosure or transfer or to any proceedings seeking collection of all or any part of the Secured Obligations (including, without limitation, any deficiency remaining unpaid after completion of any such foreclosure or transfer).

Section 2.7. Suits To Protect Property. Mortgagee is hereby irrevocably authorized, at Mortgagee's option, to initiate and maintain any and all suits and proceedings that Mortgagee may deem advisable, at Mortgagor's expense (a) to prevent any impairment of the Property or of the security of this Mortgage by any unlawful acts or omissions, (b) to prevent the occurrence or continuance of any violation of this Mortgage or of any of the other Loan Documents, (c) to foreclose this Mortgage, (d) to preserve and protect Mortgagee's interest in the Property and (e) to restrain the enforcement of, or compliance with, any law, ordinance, rule, regulation, order, judgment, injunction or decree that may be unconstitutional or otherwise invalid, if such enforcement or compliance might in Mortgagee's judgment impair the Property or the security of this Mortgage or be prejudicial to the interests of Mortgagee.

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Section 2.8. No Waiver.

(a) No delay or omission of Mortgagee to insist upon strict performance of any obligation of Mortgagor under or in connection with this Mortgage or any of the other Loan Documents to which Mortgagor is a party or to exercise any right, power or remedy available after the occurrence of any Event of Default shall waive, exhaust or impair any such obligation or any such right, power or remedy, nor shall any such delay or omission be construed to be a waiver of, or acquiescence in or to, any such Event of Default. Notwithstanding any such delay or omission, Mortgagee thereafter shall have the right, from time to time and as often as may be deemed advisable by Mortgagee, to insist upon and enforce strict performance of any and all obligations of Mortgagor under or in connection with this Mortgage or any of the other Loan Documents to which Mortgagor is a party. Each and every right, power and remedy available to Mortgagee after the occurrence of any Event of Default may be exercised from time to time and as often as may be deemed advisable by Mortgagee.

(b) No waiver of any Event of Default shall extend to or affect any subsequent Event of Default or any other Event of Default then existing, nor shall any such waiver impair any rights, powers or remedies available to Mortgagee after the occurrence of any Event of Default. After the occurrence of any Event of Default (whether or not the Secured Obligations or any part thereof shall have been declared to be immediately due and payable), Mortgagee may accept payments of amounts owing in respect of the Secured Obligations, and no such acceptance shall waive any such Event of Default or result in any declaration of maturity or in any Secured Obligations which shall have been declared to be due and payable no longer being due and payable, unless Mortgagee expressly and specifically agrees in writing to any such waiver or declaration or that such Secured Obligations are no longer due and payable.

Section 2.9. Remedies Cumulative. No right, power or remedy now or hereafter available to Mortgagee or any receiver pursuant to any of the Loan Documents to which Mortgagor is a party or pursuant to any law or judicial decision, is or shall be exclusive of any other right, power or remedy, and each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to each and every other right, power and remedy now or hereafter available pursuant to any of the Loan Documents to which Mortgagor is a party or pursuant to any law or

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judicial decision. Notwithstanding anything to the contrary set forth in this Mortgage or in any of the other Loan Documents to which Mortgagor is a party, no act of Mortgagee shall be construed as an election to proceed under any one provision of this Mortgage or of any applicable statute or other law to the exclusion of any other such provision, statute or other law.

Section 2.10. Discontinuance of Proceedings. If Mortgagee shall exercise any right, power or remedy available pursuant to this Mortgage or any of the other Loan Documents to which Mortgagor is a party or pursuant to any law or judicial decision, and if such exercise and any related proceedings shall be discontinued or abandoned for any reason then, to the extent permitted by law and at the sole option of Mortgagee, Mortgagor and Mortgagee thereafter shall be restored to their respective former positions and to their respective rights, powers and remedies under the Loan Documents to which Mortgagor is a party or otherwise relating to the Secured Obligations, the Property or any other security for the Secured Obligations, and all rights, powers and remedies of Mortgagee shall continue to be available as if no such exercise and no such proceedings had occurred unless otherwise directed by a court of competent jurisdiction.

Section 2.11. Additional Security. If Mortgagee at any time holds additional security for, or any guaranty of, all or any part of the Secured Obligations, then Mortgagee may foreclose such security or otherwise enforce its rights, powers and remedies with respect to, and realize upon, such security or such guaranty (as the case may be), either before or concurrently with or after a foreclosure or other enforcement of this Mortgage or of any of the other Loan Documents to which Mortgagor is a party, without being deemed to have waived any rights, benefits, liens or security interests evidenced by or arising under or in connection with this Mortgage or any of the other Loan Documents to which Mortgagor is a party and without being deemed to have made an election thereby or to have accepted the benefits of such guaranty or such additional security (or the proceeds thereof) in full settlement of the Secured Obligations and of its rights with respect thereto. No judgment, order or decree with respect to any of the Term Notes or with respect to any such guaranty or security, wherever rendered, shall in any manner affect the security of this Mortgage, and any deficiency or other debt represented by any such judgment, order or decree shall, to the extent permitted by law, be secured by this Mortgage to

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the same extent that the Secured Obligations shall have been secured by this Mortgage prior to the rendering of such judgment, order or decree. Mortgagor, for itself and for any and all persons who may at any time claim through or under Mortgagor or who hereafter may otherwise acquire any interest in or title to all or any part of the Property or any other security for the Secured Obligations, hereby irrevocably waives and releases, to the extent permitted by law, all benefit of any and all laws that would limit or prohibit the effectiveness of anything set forth in this Section.

ARTICLE III.

MISCELLANEOUS

Section 3.1. Use of Certain Terms. Each reference in this Mortgage to Mortgagor or Mortgagee shall be deemed also to include the legal representatives and successors and assigns of such person. Each reference in this Mortgage to any gender shall be deemed also to include any other gender, and the use in this Mortgage of the singular shall be deemed also to include the plural and vice versa, unless the context requires otherwise. As used in this Mortgage, the term "person" shall mean and refer to any and all individuals, sole proprietorships, partnerships, joint ventures, associations, trusts, estates, business trusts, corporations (non-profit or otherwise), financial institutions, governments (and agencies, instrumentalities and political subdivisions thereof), and other entities and organizations. Each reference in this Mortgage to the fees or other compensation of any agents, contractors, attorneys or other representatives of Mortgagee shall be deemed also to include expenses and disbursements, as well as fees of paraprofessionals and similar personnel (such as paralegals and legal assistants). The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to."

Section 3.2. Headings. The headings of the Articles, Sections, paragraphs and other subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part of this Mortgage and shall not limit, expand or otherwise affect any of the terms of this Mortgage.

Section 3.3. Notices. All notices hereunder shall be in writing and shall be conclusively deemed to have

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been received and shall be effective (a) on the day on which delivered if delivered personally or transmitted by telex or telegram or telecopier, or (b) one business day after the date on which the same is delivered to a nationally recognized overnight courier service, and shall be addressed:

(i) in the case of Mortgagor to:

The Lehigh Press, Inc.
51 Haddonfield Road
Suite 210
Cherry Hill, New Jersey 08802
Attention: William F. Love
Telecopy No.: (609) 665-5873;
Telephone No.: (609) 663-1010

with copies to:

Schnader, Harrison, Segal & Lewis LLP
Suite 3600
1600 Market Street
Philadelphia, Pennsylvania 19103-4252
Attention: Vincent Haley, Esq.
Telecopier No.: (215) 751-2205
Telephone No.: (215) 751-2000

in the case of Mortgagee to:

(A) If to Agent or GE Capital at

General Electric Capital Corporation
201 High Ridge Road
Stamford, Connecticut 06927-5100
Attention: Account Manager (Lehigh
Press)
Telecopier No.: (203) 316-7894
Telephone No.: (203) 316-7500

General Electric Capital Corporation
777 Long Ridge Road
Building A
3rd Floor
Stamford, Connecticut 06927
Attention: Account Manager (Lehigh
Press)
Telecopier No.: (203) 316-7989
Telephone No.: (203) 316-7700

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with copies to:

Paul, Hastings, Janofsky & Walker LLP
1055 Washington Boulevard
Stamford, Connecticut 06901
Attention: Mario J. Ippolito, Esq.
Telecopier No.: (203) 359-3031
Telephone No.: (203) 961-7400

and

General Electric Capital Corporation
201 High Ridge Road
Stamford, Connecticut 06927-5100
Attention: Corporate Counsel -
Commercial Finance
Telecopier No.: (203) 316-7889
Telephone No.: (203) 316-7552

General Electric Capital Corporation
777 Long Ridge Road
Building A
3rd Floor
Stamford, Connecticut 06927-5100
Attention: Corporate Counsel -
Equipment Finance
Telecopier No.: (203) 316-7989
Telephone No.: (203) 316-7700

General Electric Capital Corporation
777 Long Ridge Road
Building A, 3rd Floor
Stamford, Connecticut 06927
Attention: Account Manager
Telecopier No.: (203) 316-7989
Telephone No.: (203) 316-7700

with a copy to:

Paul, Hastings, Janofsky & Walker LLP
1055 Washington Boulevard
Stamford, Connecticut 06901
Attention: Mario J. Ippolito, Esq.
Telecopier No.: (203) 359-3031
Telephone No.: (203) 961-7400

or at such other address and/or telecopy number and/or to
the attention of such other Person as either of such Persons

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shall have advised the other by notice in the manner herein specified.

Section 3.4. Binding Effect. All covenants, agreements conditions and other provisions of this Mortgage shall run with the Land and shall bind and inure to the benefit of Mortgagor, Mortgagee, and their respective successors and assigns, whether so expressed or not. If there is more than one Mortgagor at any time, all undertakings of Mortgagor under this Mortgage shall be deemed to be joint and several.

Section 3.5. Provisions Subject to Applicable Laws; Invalid Provisions To Affect No Others. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, illegal or unenforceable. In the event that any of the covenants, agreements, conditions or other provisions of this Mortgage shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining covenants, agreements, conditions and other provisions of this Mortgage shall in no way be affected, prejudiced or disturbed thereby.

Section 3.6. Changes. Neither this Mortgage nor any covenant, agreement, condition or other provision of this Mortgage may be changed, waived, released, discharged, withdrawn, revoked or terminated orally, or by any action or inaction. In order to be effective and enforceable, any such change, waiver, release, discharge, withdrawal, revocation or termination must be evidenced by a written document or instrument signed by the party against which enforcement of such change, waiver, release, discharge, withdrawal, revocation or termination is sought, and then shall be effective and enforceable only to the extent specifically provided in such document or instrument. Any agreement hereafter made by Mortgagor or Mortgagee relating to this Mortgage or to any of the other Loan Documents to which Mortgagor is a party shall be superior to the rights of the holder, owner or beneficiary of any intervening lien or encumbrance, subject to applicable law. Neither the modification of this Mortgage or any of the other Loan Documents to which Mortgagor is a party nor the release of any part of the Property from the lien of this Mortgage shall impair the priority of such lien, subject to applicable law.

Section 3.7. Waiver of Conditions. All conditions to any agreement or obligation of Mortgagee under this Mortgage or under any of the other Loan Documents to which Mortgagor is a party (including, without limitation, any agreement or obligation to make any compensation or other funds available to Mortgagor) are solely for the benefit of Mortgagee. Any or all such conditions may be waived or relaxed at any time or times by Mortgagee. No such waiver or relaxation in any particular instance shall affect Mortgagee's discretion in dealing with any such condition in any other instance.

Section 3.8. No Benefit to Third Parties. Each covenant, agreement, condition and other provision of this Mortgage and of the other Loan Documents to which Mortgagor is a party, is and at all times shall be deemed to be for the exclusive benefit of Mortgagor and Mortgagee. Nothing set forth in this Mortgage or in any of the other Loan Documents to which mortgagor is a party shall be deemed to be for the benefit of any other person (including, without limitation, the holder, owner or beneficiary of any other lien or interest in or on all or any part of the Property or the owner of any interest in Mortgagor).

Section 3.9. Exercise of Discretion. Each and every decision, determination, estimate, request, consent or similar matter to be made or given by Mortgagee from time to time pursuant to or in connection with this Mortgage shall be within Mortgagee's sole, absolute and unlimited discretion, except to the extent expressly and specifically provided to the contrary in this Mortgage or in any of the other Loan Documents to which Mortgagor is a party.

Section 3.10. Representatives of Mortgagee. All rights, powers and remedies of Mortgagee under this Mortgage may be exercised by Mortgagee itself or by its officers, employees, agents, contractors, attorneys or other representatives.

Section 3.11. Receipt of Copy Acknowledged. Each of Mortgagor and Mortgagee hereby acknowledges that it has received an accurate and complete copy of this instrument as executed by Mortgagor.

Section 3.12. Waiver of Jury Trial; Submission to Jurisdiction; Waiver of Service and Venue. Mortgagor reaffirms and incorporates herein the provisions of the Credit Agreement (a) waiving jury trial and service of process and (b) submitting to jurisdiction and venue.

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Section 3.13. Estoppel Certificates. Mortgagor, within fifteen (15) days after written request therefor by or on behalf of Mortgagee, shall furnish to Mortgagee a written statement, duly acknowledged, setting forth the unpaid principal of, and to the extent of Mortgagor's knowledge, interest, and indebtedness secured hereby and whether or not any offsets or defense exists against such indebtedness, and covering such other matters as may reasonably be requested.

Section 3.14. Mortgagee's Lien. This Mortgage secures the Term Notes, all other amounts secured hereby, and the payment of any and all commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in accordance with the terms and conditions of the Credit Agreement, in connection with the Property or Secured Obligations.

Section 3.15. Required Notices. Mortgagor shall notify Mortgagee promptly of the receipt of any notice of default from any tenant or subtenant leasing all or any portion of the Property.

SECTION 3.16. GOVERNING LAW. THE GRANT OF THIS MORTGAGE, THE CREATION OF MORTGAGEE'S RIGHTS AND INTERESTS HEREUNDER, THE PUBLICATION AND PERFECTION OF THE LIEN, SECURITY INTEREST AND OTHER RIGHTS AND INTERESTS GRANTED OR OTHERWISE ARISING HEREUNDER AND THE EXERCISE OF MORTGAGEE'S RIGHTS, POWERS AND REMEDIES RELATING TO THE PROPERTY (WHETHER SPECIFICALLY PROVIDED IN THIS MORTGAGE OR PROVIDED BY APPLICABLE LAW) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS MORTGAGE AND THE LOAN DOCUMENTS TO WHICH MORTGAGOR IS A PARTY (INCLUDING, WITHOUT LIMITATION, TERMS RELATING TO USURY CONSIDERATIONS AND TERMS RELATING TO MORTGAGOR'S LIABILITY FOR ANY DEFICIENCY FOLLOWING ANY FORECLOSURE OF THIS MORTGAGE OR ANY OTHER TRANSFER OF ALL OR ANY PART OF THE PROPERTY IN EXTINGUISHMENT OF ANY PART OF THE SECURED OBLIGATIONS) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 3.17. WAIVER OF TRIAL BY JURY AND PERSONAL SERVICE; CONSENT TO JURISDICTION. THE MORTGAGOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN ILLINOIS AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND CONSENTS TO ALL SUCH

SERVICE OF PROCESS BEING MADE BY REGISTERED MAIL DIRECTED TO THE MORTGAGOR AT THE ADDRESS STATED AT THE BEGINNING OF THIS AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. THE MORTGAGOR WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION TO VENUE OR ANY ACTION INSTITUTED HERE UNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

Section 3.18. Site Visits, Observation and Testing. Mortgagee and its agents and representatives shall have the right to enter and visit the Property at any reasonable time during normal business hours for the purposes of observing it, performing appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it. Mortgagee is under no duty, however, to visit or observe the Property or to conduct tests, and any such acts by Mortgagee shall be solely for the purposes of protecting Mortgagee's security and preserving Mortgagee's and Trustee's rights under the Loan Documents. In no event shall any site visit, observation or testing by Mortgagee be a representation that Hazardous Materials are or are not present in, on, or under the Land or Improvements, or that any construction is free from defective materials or workmanship. Neither Mortgagee nor any other party is entitled to rely on any site visit, observation or testing by Mortgagee. Mortgagee owes no duty of care to protect Mortgagor or any other party against, or to inform Mortgagor or any other party of, any Hazardous Materials, any negligent or defective design or construction of the Improvements, or any other adverse condition affecting the Property. Mortgagee shall disclose to Mortgagor, at Mortgagor's request, any written report or findings prepared by any third party (the cost of which is borne by Mortgagor) as a result of, or in connection with, any site visit, observation or testing made at the request of Mortgagee, unless such third party reasonably objects to such disclosure. Prior to entering the Property under this Section, Mortgagee shall give Mortgagor reasonable notice of its intent to enter. Mortgagee shall exercise reasonable efforts to avoid interfering with use of the Property in connection with the activities permitted under this Section. Mortgagor shall have the right to recommend to Mortgagee environmental consultants to be used by Mortgagee when performing assessments, taking and removing soil or ground water samples and conducting tests on the Property. However, Mortgagee shall have the right to choose whomever it wishes to perform environmental testing, in its sole and absolute discretion.

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Section 3.19. Credit Bids. At any foreclosure sale, any person, including Mortgagor or Mortgagee, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that property, Mortgagee may settle for the purchase price by crediting all or any portion of outstanding sums constituting Secured Obligations, including, without limitation, Secured Obligations attributable to the expense of sale, costs of any action and any other sums for which Mortgagor is obligated to pay or reimburse Mortgagee against the sale price of the Property or any portion thereof.

Section 3.20. No Waiver or Cure. Each waiver by Mortgagee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Mortgagee to take action on account of any default of Mortgagor. Consent by Mortgagee to any act or omission by Mortgagor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance. No election of remedies or waiver of the right to a deficiency judgment shall be implied from any language contained in this Mortgage or any of the Loan Documents.

ARTICLE IV

ADDITIONAL COLLATERAL

Mortgagor acknowledges and agrees that the Secured Obligations are secured by the Property and various other collateral including, without limitation, at the time of execution of this Mortgage certain personal property of Mortgagor and other parties described in the Loan Documents to which Mortgagor is a party. Mortgagor specifically acknowledges and agrees that the Property, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the Secured Obligations. Accordingly, Mortgagor acknowledges that it is in Mortgagor's contemplation that the other collateral pledged to secure the Secured Obligations may be pursued by Mortgagee in separate proceedings in the various states and counties where such collateral may be located and additionally that Mortgagor and other parties liable for payment of the Secured Obligations will remain liable for any deficiency judgments in addition to any amounts Mortgagee may realize on sales of other property or any other collateral given as security for the Secured

Obligations. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Mortgage, that the Term Notes evidencing the Secured Obligations shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding. It is the further intent and understanding of the parties that Mortgagee, following an Event of Default, may pursue all of its collateral with the Term Notes remaining outstanding and in full force and effect notwithstanding any judgment of foreclosure or any other judgment which Mortgagee may obtain.

Mortgagee shall be entitled to enforce payment and performance of the Secured Obligations and to exercise all rights and powers under this Mortgage or under any Loan Document to which Mortgagor is a party or other agreement or any laws now or hereafter in force, notwithstanding that some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to power of sale, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No right or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to which Mortgagor is a party, to Mortgagee, or to which Mortgagee may be otherwise entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies.

Mortgagor acknowledges and agrees that the Property and any additional Property which may from time to time be pledged as security for the Secured Obligations may be located in more than one state and therefor Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Mortgagee to proceed to enforce or exercise any right, powers and remedies it may have under the Loan Documents to which Mortgagor is a party,

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in any particular manner, in any particular order, or in any particular State or other jurisdiction.

Furthermore, Mortgagor acknowledges and agrees that Mortgagee shall be allowed to enforce payment and performance of the Secured Obligations and to exercise all rights and powers provided under this Mortgage and the other Loan Documents to which Mortgagor is a party, or any of them, or under any provision of law, by one or more proceedings, whether contemporaneous, consecutive or both in any one or more States in which the security may be located. Neither the acceptance of this Mortgage, or of any other Note Document to which Mortgagor is a party, nor its enforcement in one State, whether by court action, power of sale, or otherwise, shall prejudice or in any way limit or preclude enforcement of the Loan Documents to which Mortgagor is a party, or any of them, through one or more additional proceedings, in that state or in any other State.

Mortgagor further agrees that any particular proceeding, including without limitation, foreclosure through court action (in a state or federal court) or power of sale, may be brought and prosecuted in the local or federal courts of any one or more States as to all or any part of the Property or other collateral pledged to secure the Secured Obligations, wherever located, without regard to the fact that any one or more prior or contemporaneous proceedings have been situated elsewhere with respect to the same or any other part of the Property and such other collateral.

Notwithstanding anything contained herein to the contrary, Mortgagee shall be under no duty to Mortgagor or others, including, without limitation, the holder of any junior, senior or subordinate mortgage on the Property or any part thereof or on any other security held by Mortgagee, to exercise or exhaust all or any of the rights, powers and remedies available to Mortgagee.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the day and year first above written.

MORTGAGOR:

THE LEHIGH PRESS, INC.,
a Pennsylvania corporation

Witnesses:

Amalia Boral
Name: Amalia Boral

By: William F. Love
Name: William F. Love
Title: E.V.F. Finance

Bridget E. Palmer
Name: Bridget E. Palmer

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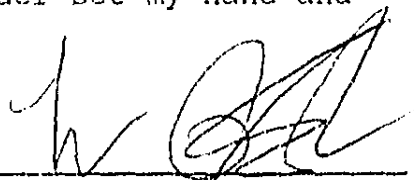
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STATE OF NEW YORK)
) ss.: New York
COUNTY OF NEW YORK)

On this 25th day of August 1997, before me,
LESLIE PLASKIN, the undersigned officer, personally
appeared WILLIAM F. LEVI the EXEC. VICE PRESIDENT OF THE LEHIGH
PRESS, INC., a Pennsylvania corporation, known to me (or
satisfactorily proved) to be the person whose name is
subscribed to the within instrument and acknowledged that he
executed the same as the EXEC. VICE PRESIDENT of said
corporation, for the purposes therein contained, as his free
act and deed and as the free act and deed of said
corporation.

IN WITNESS WHEREOF, I hereunder set my hand and
official seal.



Notary Public
My Commission Expires: 7/6/02

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EXHIBIT A

Broadview Legal Description

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LEGAL DESCRIPTION:

TRACT NO. 1

LOTS 1 TO 36 INCLUSIVE IN BLOCK 4 IN SHEKLETON BROS. 25TH AVE., AND HARRISON STREET ADDITION TO BROADVIEW, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF THE NORTH AND SOUTH VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 4 LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1 TO 10 INCLUSIVE IN SAID BLOCK 4, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 11 AND 36 AND THE EAST LINE OF SAID LOT 11 PRODUCED NORTH TO THE SOUTHEAST CORNER OF SAID LOT 36 IN SAID BLOCK 4, LYING NORTH OF AND ADJOINING THE SOUTH LINE OF LOT 10 AFORESAID IN SAID BLOCK 4 PRODUCED WEST TO THE SOUTHEAST CORNER OF SAID LOT 11 IN SAID BLOCK AND LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 1 AFORESAID IN SAID BLOCK 4 PRODUCED WEST TO THE NORTHEAST CORNER OF SAID LOT 36 IN SAID BLOCK 4 AND ALL OF THE EAST AND WEST VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 4 LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 11 TO 23 INCLUSIVE IN SAID BLOCK 4, LYING SOUTH OF AND ADJOINING SOUTH LINE OF LOTS 24 TO 36 INCLUSIVE IN SAID BLOCK 4, LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 11 IN BLOCK 4 PRODUCED NORTH TO THE SOUTHEAST CORNER OF LOT 36 IN BLOCK 4 AS AFORESAID AND LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4 PRODUCED NORTH TO THE SOUTHWEST CORNER OF LOT 24 IN SAID BLOCK 4, ALL IN SHEKLETON BROS. 25TH AVE., AND HARRISON STREET ADDITION TO BROADVIEW AFORESAID; ALSO, THE NORTH 1/2 OF THAT PART OF VACATED POLK STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 10 THRU 23 INCLUSIVE AND THE SOUTH LINE OF SAID LOT 10 PRODUCED WEST TO THE SOUTHEAST CORNER OF LOT 11, ALL IN SAID BLOCK 4, LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4 PRODUCED SOUTH AND LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 10 IN SAID BLOCK 4 PRODUCED SOUTH IN SAID SHEKLETON BROS. 25TH AVE., AND HARRISON STREET ADDITION TO BROADVIEW, IN COOK COUNTY, ILLINOIS.

TRACT NO. 2

BLOCK 5 TOGETHER WITH THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST AND ADJOINING LOTS 1 THRU 10, BOTH INCLUSIVE, THE WEST 1/2 OF THE VACATED NORTH AND SOUTH ALLEY LYING EAST AND ADJOINING LOTS 11 AND 36 AND THE EAST LINE OF LOT 11 EXTENDED NORTH TO THE SOUTHEAST CORNER OF LOT 36; THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING SOUTH AND ADJOINING LOTS 24 TO 36, BOTH INCLUSIVE; THE SOUTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING NORTH AND ADJOINING LOTS 11 TO 23, BOTH INCLUSIVE, THE SOUTH 1/2 OF VACATED POLK STREET LYING NORTH AND ADJOINING LOTS 24 TO 36, BOTH INCLUSIVE, AND LOT 1 AND THE NORTH LINE OF LOT 1 EXTENDED WEST TO THE NORTHEAST CORNER OF LOT 36, ALL IN BLOCK 5 IN SHEKLETON BROS. 25TH AVE. AND HARRISON STREET ADDITION TO BROADVIEW, BEING A

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LEGAL DESCRIPTION CONTINUED

SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 16,
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PINS: 15-16-411-007, 15-16-412-001, 15-16-412-002, 15-16-412-003,
15-16-412-004, 15-16-412-005, 15-16-412-006, 15-16-412-007, 15-16-412-008,
15-16-412-009, 15-16-412-010, 15-16-412-011, 15-16-412-012, 15-16-412-013,
15-16-412-014, 15-16-412-015, 15-16-412-016, 15-16-412-017, 15-16-412-018,
15-16-412-019, 15-16-412-020, 15-16-412-021, 15-16-412-022, 15-16-412-023,
15-16-412-024, 15-16-412-025, 15-16-412-026, 15-16-412-027, 15-16-412-028,
15-16-412-029, 15-16-412-030, 15-16-412-031, 15-16-412-032, 15-16-412-033,
15-16-412-034, 15-16-412-035, 15-16-412-036

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Elk Grove Legal Description

LEGAL DESCRIPTION:

Lot Two (2) in Pagni's Addition to Elk Grove Village, being a Resubdivision of Lot One (1) in Triton Industrial Park Unit 1, being a Subdivision of part of the East Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 11 East of the Third Principal Meridian, according to Plat of said Pagni's Addition to Elk Grove Village registered in the Office of the Registrar of Titles of Cook County, Illinois on February 1, 1974 as Document Number 2737933, in Cook County, Illinois.

PINS: 08-27-102-071

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EXHIBIT B

Permitted Exceptions

Broadview, Illinois

Taxes for the year 1997 not yet due and payable.

Rights of public or quasi-public utilities and the Polk Street in and to those parts of the subject premises, if any, lying within streets or alleys or vacated streets or alleys for maintenance therein of poles, wires, conduits, sewers, etc., and other utility facilities and appurtenances.

Rights of adjoining owners, the Public and the municipality, the State of Illinois in and to those parts of the subject premises, if any, lying within vacated Polk Street and alleys.

Release of the Indiana Harbor Belt Railroad from liability for all damages heretofore caused or which may be caused to premises in question and other property by reason of right of way of said railroad obstructing the flow of water of the drainage of said premises or by causing water to remain on said premises, contained in release from John Jung and others, dated December 17, 1919 and recorded December 22, 1919 as Document Number 6599798.

Elk Grove, Illinois

Building line of 25 feet back from the westerly (front) line of the land as shown on the plat of subdivision of Pagni's Addition to Elk Grove Village aforesaid filed as Document Number LR 2737933. (Affects front 25 feet of the land).

Easement for underground public utilities and drainage as shown on the plat of subdivision of Pagni's Addition to Elk Grove Village aforesaid filed as Document Number LR 2737933, over the westerly (front) 25 feet of the land.

Easement for public utilities and drainage as shown on the plat of subdivision of Pagni's Addition to Elk Grove Village aforesaid filed as Document Number LR 2737933, over the East (rear) 15 feet of the land.

A 10 ft. drainage easement and a 10 ft. easement for ingress and egress to 30 ft. drainage easement, as shown on the plat of subdivision of Pagni's Addition to Elk Grove Village aforesaid filed as Document Number LR 2737933. (Affects South 10 feet of the land).

Easement for purposes of installing, operating and maintaining all equipment necessary for the purpose of serving the subdivision and other property with communications and electric service, and also with the right to install required service connections over or under the surface of each lot to serve improvements thereon, and also with the right to overhang all lots with aerial service wires to serve adjacent lots, and also with right of access thereto, as granted to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their respective successors and assigns, as shown on the plat of subdivision of Pagni's Addition to Elk Grove Village aforesaid filed as Document Number LR 2737933. (Affects Westerly 25 feet, East 15 feet, and South 10 feet of the land).

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