

Instrument Prepared By, And
When Recorded Return To:
Nyemaster, Goode, Voigts, West,
Hansell & O'Brien, P.C.
700 Walnut, Suite 1600
Des Moines, Iowa 50309
Attention: Bradford L. Austin

Shops at Oak Park (IL)
106977 (664)

MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND
FIXTURE FILING

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THIS MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND
FIXTURE FILING ("Mortgage") is made as of December 16, 1997, by
COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER
6, 1996, KNOWN AS TRUST NO. 96-4164 ("Mortgagor"), with the address
of c/o Seymour Laxman, 9933 N. Lawler, Suite 516, Skokie, Illinois
60077, for the benefit of USG ANNUITY & LIFE COMPANY, an Oklahoma
corporation ("Mortgagee") with the address of 909 Locust Street,
Des Moines, Iowa 50309.

106977-16 D.X. 10F 314

W I T N E S S E T H

WHEREAS, Mortgagor has executed and delivered to Mortgagee a
PROMISSORY NOTE dated on or about this same date in the principal
amount of SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS
(\$7,500,000.00), (which Promissory Note, together with all notes
issued and accepted in substitution or exchange therefor, and as
any of the foregoing may from time to time be modified or extended,
is hereinafter sometimes referred to as the "Note"), which Note
provides, among other things, for final payment of principal and
interest under the Note, if not sooner paid or payable as provided
therein, to be due on or before the first day of January, 2008, the
Note by this reference thereto being incorporated herein; and

WHEREAS, Mortgagee is desirous of securing the prompt payment
of the Note together with interest, charges and prepayment fees, if
any, thereon in accordance with the terms of the Note, and any
additional indebtedness accruing to Mortgagee on account of any
future payments, advances or expenditures made by Mortgagee
pursuant to the Note or this Mortgage and any additional sums with
interest thereon which may be loaned to Mortgagor by Mortgagee or
advanced under the Loan Documents (as hereinafter defined) (all
hereinafter sometimes collectively referred to as the
"Indebtedness").

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NOW, THEREFORE, Mortgagor, to secure payment of the
Indebtedness and the performance of the covenants and agreements
herein contained to be performed by Mortgagor, for good and
valuable consideration in hand paid, the receipt and sufficiency
whereof are hereby acknowledged, and intending to be legally bound,
hereby agrees and covenants as follows:

BOX 333-CT1

EXECUTION
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1. Granting Clauses. Mortgagor hereby irrevocably and absolutely does by these presents GRANT AND CONVEY, MORTGAGES AND WARRANTS, SET OVER, TRANSFER, ASSIGN, BARGAIN AND SELL to Mortgagee, its successors and assigns, with all powers of sale (if any) and all statutory rights under the laws of the State in which the Land (as defined below) is located, all of Mortgagor's present and hereafter acquired estate, right, title and interest in, to and under, and grants to Mortgagee a security interest in, the following (collectively referred to herein as the "Premises"):

(a) That certain parcel of real property situate in Cook County, Illinois, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), together with all buildings, structures and improvements now or hereafter erected on the Land, together with all fixtures and items that are to become fixtures thereto (collectively, the "Improvements");

(b) All and singular the easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges attached or belonging to the Land or Improvements or in any wise appertaining thereto, whether now or in the future, and all the rents, issues and profits from the Land or Improvements;

(c) All right, title and interest, if any, of Mortgagor, in and to the land lying within any street, alley, avenue, roadway or right-of-way open or proposed or hereafter vacated in front of or adjoining the Land; and all right, title and interest, if any, of Mortgagor in and to any strips and gores adjoining the Land;

(d) All machinery, apparatus, equipment, goods, systems, building materials, carpeting, furnishings, fixtures and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Land or Improvements, or any part thereof, or used or usable in connection with any construction on or any present or future operation of the Land or Improvements, now owned or hereafter acquired by Mortgagor, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, fire extinguishing, plumbing, cleaning, telephone, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all cranes and craneways, oil storage, sprinkler/fire

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protection and water service equipment; and also including any of such property stored on the Land or Improvements or in warehouses and intended to be used in connection with or incorporated into the Land or Improvements or for the pursuit of any other activity in which Mortgagor may be engaged on the Land or Improvements, and including without limitation all tools, musical instruments and systems, cabinets, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other window and floor coverings, decorative fixtures, plants, cleaning apparatus, and cleaning equipment, refrigeration equipment, cables, computers, software, books, supplies, kitchen equipment, tractors, lawn mowers, ground sweepers and tools, swimming pools, whirlpools, recreational or play equipment together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, and property are a part of the Improvements and are declared to be a portion of the security for the Indebtedness secured hereby (whether in single units or centrally controlled and whether physically attached to said real estate or not), excluding, however, personal property owned by tenants of the Land or Improvements; and

(e) Any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Land or Improvements or other properties described above as a result of: (1) the exercise of the right of eminent domain or action in lieu thereof; or (2) the alteration of the grade of any street; or (3) any fire, casualty, accident, damage or other injury to or decrease in the value of the Land or Improvements or other properties described above, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagor or Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagor or Mortgagee in connection with the collection of such award or payment. Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

The parties intend the definition of Premises to be broadly construed and in the case of doubt as to whether a particular item is to be included in the definition of Premises, the doubt should be resolved in favor of inclusion.

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TO HAVE AND TO HOLD the Premises with all rights, privileges and appurtenances thereunto belonging, and all income, rents, royalties, revenues, issues, profits and proceeds therefrom, unto Mortgagee, its successors and assigns, forever, for the uses and purposes herein expressed.

THIS MORTGAGE IS GIVEN TO SECURE: Payment of the Indebtedness; payment of such additional sums with interest thereon which may hereafter be loaned to Mortgagor by Mortgagee pursuant to the Note or Mortgage or otherwise advanced under the Loan Documents, including without limitation advances made by Mortgagee to protect the Premises or the lien of this Mortgage or to pay taxes, assessments, insurance premiums, and all other amounts that Mortgagor has agreed to pay pursuant to the provisions hereof or that Mortgagee has incurred by reason of the occurrence of an Event of Default (as hereinafter defined), including without limitation, advances made to enable the completion of the Improvements or any restoration thereof, even though the aggregate amount outstanding at any time may exceed the original principal balance stated herein and in the Note (provided, however, that the Indebtedness secured hereby shall in no event exceed an amount equal to three hundred percent (300%) of the face amount of the Note); and the due, prompt and complete performance of each and every covenant, condition and agreement contained in this Mortgage, the Note, and every other agreement, document and instrument to which reference is expressly made in this Mortgage or which at any time evidences or secures the Indebtedness evidenced by the Note (this Mortgage, the Note and all such other agreements, documents and instruments are hereinafter sometimes collectively referred to as the "Loan Documents").

2. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc. Mortgagor shall: (a) promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed, such Improvements to be of at least equal value and substantially the same character as prior to such damage or destruction; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien (except the lien of current general taxes duly levied and assessed but not yet due and payable); (c) immediately pay when due or within any applicable grace period any indebtedness which may be secured by a lien or charge on the Premises (no such lien, except for current general taxes duly levied and assessed but not yet payable, to be permitted hereunder), and upon request exhibit satisfactory evidence to Mortgagee of the discharge of such lien; (d) complete within a reasonable time any Improvements now or at any time in process of erection upon the Land; (e) comply with all requirements of law (including, without limitation, pollution control and environmental protection laws and laws relating to the accommodation of persons with disabilities), ordinance or other governmental regulation in effect from time to time affecting the Premises and the use thereof, and covenants, easements and restrictions of record with

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respect to the Premises and the use thereof; (f) make no material alterations in the Premises, except as necessary to complete the original construction and equipping of the Premises; (g) suffer or permit no material change in the general nature of the use of the Premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification or variance with respect to the Premises without Mortgagee's written consent; and (i) pay each item of Indebtedness secured by this Mortgage when due according to the terms hereof or of the Note.

3. Payment of Taxes. Mortgagor shall pay before any penalty or interest attaches all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

3A. Contest of Impositions.

Notwithstanding anything contained herein to the contrary, Mortgagor shall not be required to pay or discharge any (a) taxes, assessments or other charges of the nature referred to in Paragraphs 2 and 3, or (b) utility charges or liens referred to in Paragraphs 2 and 3, or comply with any laws, ordinances, rules or regulations of any governmental authority or the application thereof to the Premises; so long as the Mortgagor shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the levy, lien or imposition so contested and the sale of the Premises, or any part thereof, to satisfy any obligation arising therefrom, provided that the Mortgagor shall give such security as may be demanded by Mortgagee to insure such payments and prevent any sale or forfeiture of the Premises by reason of such nonpayment, failure of performance or contest by Mortgagor. Any such contest shall be prosecuted with due diligence and the Mortgagor shall promptly after final determination thereof pay the amount of any levy, lien or imposition so determined, together with all interest and penalties, which may be payable in connection therewith. Notwithstanding the provisions of this Paragraph, Mortgagor shall (and if Mortgagor shall fail so to do, Mortgagee may but shall not be required to) pay any such levy, lien or imposition notwithstanding such contest if in the reasonable opinion of the Mortgagee, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed.

4. Tax Deposits. Mortgagor covenants and agrees to deposit with such depository as the Mortgagee from time to time may in writing appoint, and in the absence of such appointment, then at the office of Equitable Investment Services, Inc., 909 Locust Street, Des Moines, Iowa 50309, commencing on the date of disbursement of the loan secured hereby and on the first day of each month following the month in which said disbursement occurred

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until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of the last total annual taxes and assessments for the last ascertainable year (general and special) on the Premises (unless said taxes are based upon assessments which exclude the Improvements or any part thereof now constructed or to be constructed, in which event the amount of such deposits shall be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. Upon demand by such depository, Mortgagor shall deliver and pay over to such depository from time to time such additional sums or such additional security as are necessary to make up any deficiency in the amount necessary to enable such depository to fully pay any of the items hereinabove mentioned as they become payable. If the funds so deposited exceed the amount required to pay such items hereinabove mentioned for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee or such depository.

If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other property not covered by the lien of this Mortgage, then the computation of any amount to be deposited under this Paragraph 4 shall be based upon the entire amount of such taxes or assessments, and Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

5. Mortgagee's Interest In and Use of Deposits. Upon the occurrence of an Event of Default Mortgagee may at its option, without being required to do so, apply any monies at the time on deposit pursuant to Paragraphs 4 and 7 hereof, on any of Mortgagor's obligations herein or in the Note or any of the Loan Documents contained, in such order and manner as the Mortgagee may elect. When the Indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Premises. A security interest within the meaning of the applicable Uniform Commercial Code is hereby granted to the Mortgagee in and to any monies at any time on deposit pursuant to Paragraphs 4 and 7 hereof and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all as additional security for the Indebtedness and shall in the absence of the occurrence of an Event of Default be applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that neither Mortgagee nor said depository shall be liable for any failure to apply to the payment of taxes and

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assessments and insurance premiums any amount so deposited. Neither Mortgagee nor any depository hereunder shall be liable for any act or omission taken in good faith or pursuant to the instruction of any party but only for its willful misconduct.

6. Insurance.

(a) Until the Indebtedness secured hereby is fully paid, the Improvements and all fixtures, equipment and property therein contained or installed shall be kept unceasingly insured against loss and damage by such hazards, casualties and contingencies in such amounts and for such periods as may from time to time be required by Mortgagee. All insurance shall be written in policies and by insurance companies approved by Mortgagee which approval shall not be unreasonably withheld. All policies of insurance and renewals thereof shall contain standard noncontributory mortgagee loss payable clauses to Mortgagee and shall provide for at least thirty (30) days prior written notice of cancellation to Mortgagee as well as a waiver of subrogation endorsement, all as reasonably required by Mortgagee, in form and content reasonably acceptable to Mortgagee. At Mortgagee's option all policies (or duplicate originals thereof) shall, with all premiums fully paid, be delivered to Mortgagee as issued at least thirty (30) days before the expiration of existing policies and shall be held by Mortgagee until all sums hereby secured are fully paid. Upon request by Mortgagee, Mortgagor shall furnish Mortgagee evidence of the replacement cost of the Improvements. In case of sale pursuant to a foreclosure of this Mortgage or other transfer of title to the Premises and extinguishment of the Indebtedness, complete title to all policies, other than liability insurance policies, held by Mortgagee and all prepaid or unearned premiums thereon shall pass to and vest in the purchaser or grantee. Mortgagee shall not by reason of accepting, rejecting, approving or obtaining insurance incur any liability for payment of losses.

(b) Without in any way limiting the generality of the foregoing, Mortgagor covenants and agrees to maintain insurance coverage on the Premises which shall include: (i) all risk coverage insurance (including vandalism and malicious mischief) for an amount equal to one hundred percent (100%) of the full replacement cost of the Improvements, written on a replacement cost basis and with a replacement cost endorsement (without depreciation) and an agreed amount endorsement pertaining to the co-insurance clause, and containing a mortgagee clause in Mortgagee's favor; and if at any time a dispute arises with respect to replacement cost, Mortgagor agrees to provide at Mortgagor's expense, an insurance appraisal prepared by an insurance appraiser approved by Mortgagee, establishing the full replacement cost in a manner satisfactory to the insurance carrier; (ii) rent loss insurance insuring against loss arising out of the perils insured against in the policy or policies referred to in Subsection (i) above, in an amount equal to not less than gross revenue from the

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Premises for twelve (12) months from the operation and rental of all Improvements now or hereafter forming part of the Premises, based upon one hundred percent (100%) occupancy of such Improvements, less any allocable charges and expenses which do not continue during the period of restoration and naming Mortgagee in a standard mortgagee loss payable clause thereunder; (iii) comprehensive general public liability and property damage insurance with a broad form coverage endorsement for an amount as reasonably required from time to time by the Mortgagee but not less than an aggregate amount of Three Million and No/100 Dollars (\$3,000,000.00) with a single occurrence limit of not less than One Million and No/100 Dollars (\$1,000,000.00) for claims arising from any one (1) accident or occurrence in or upon the Premises and naming Mortgagee as an additional insured thereunder; (iv) flood insurance whenever in Mortgagee's reasonable judgment such protection is necessary and is available and in such case in an amount acceptable to Mortgagee and naming Mortgagee as the loss payee thereunder; (v) insurance covering pressure vessels, pressure piping and machinery, if any, and all major components of any centralized heating or air-conditioning systems located in the Improvements, in an amount reasonably satisfactory to Mortgagee, such policies also to insure against physical damage to such buildings and improvements arising out of peril covered thereunder; and (vi) such other insurance that may be reasonably required from time to time by Mortgagee.

(c) Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder.

7. Insurance Premium Deposits. It is further covenanted and agreed that for the purpose of providing funds with which to pay the premiums as the same become due on the policies of insurance as herein covenanted to be furnished by the Mortgagor, Mortgagor shall deposit with Mortgagee or the depository referred to in Paragraph 4 hereof on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurred, an amount equal to the premiums that will next become due and payable on such policies less any amount then on deposit with the Mortgagee or such depository, divided by the number of months to elapse prior to the date when such premiums become delinquent. No interest shall be allowed to Mortgagor on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart from any other funds of Mortgagee or such depository.

8. Adjustment of Losses with Insurer and Application of Proceeds of Insurance.

(a) In case of loss or damage by fire or other casualty, Mortgagor shall immediately give Mortgagee and the insurance

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companies that have insured against such risks written notice of such occurrence.

(b) Subject to the rights of tenants under leases which have been approved by Mortgagee, in case of loss or damage by fire or other casualty, Mortgagor shall, if no Event of Default then exists hereunder, have the sole and exclusive right to settle, compromise or adjust any claim under, and receive, for the purpose of rebuilding and restoration, the proceeds arising from, any and all losses payable under insurance policies to the extent the amount thereof does not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00), and all claims for losses in excess of said amount shall be settled, compromised or adjusted only with the mutual agreement of Mortgagor and Mortgagee and the proceeds paid as hereinafter provided. In the event insurance proceeds in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00) are payable or if an Event of Default exists hereunder, then in either of such events, Mortgagee is authorized to collect and receipt for any insurance proceeds. Insurance proceeds collected by Mortgagee as aforesaid, after deducting therefrom any expenses incurred in the collection thereof, shall, if requested by Mortgagor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to Mortgagor for the purpose of paying the cost of rebuilding or restoring of the Improvements, if (i) the Premises, in Mortgagee's sole and absolute discretion is capable of being restored to that condition which existed immediately prior to the damage or loss, (ii) the insurance proceeds, together with all other funds which are to be provided by Mortgagor, are sufficient to restore the Premises, and (iii) no Event of Default then exists hereunder or under any other Loan Document, and no circumstance or condition exists that would constitute an Event of Default upon the giving of notice or the passage of time, or both. In the event that Mortgagee makes said proceeds available to Mortgagor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may reasonably require to assure proper application of such proceeds. The Improvements shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or restoring of the Improvements exceeds the sum of One Hundred Thousand and No/100 Dollars (\$100,000), then insurance proceeds shall not be made available to Mortgagor unless and until Mortgagee has approved plans and specifications for the proposed rebuilding and restoration, which approval shall not be unreasonably withheld. If the proceeds are to be made available by Mortgagee to Mortgagor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Premises shall, at the option of the Mortgagee, be applied on account of the Indebtedness or be paid to any party entitled thereto under such conditions as Mortgagee may reasonably require.

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No interest shall be allowed to Mortgagor on any proceeds of insurance held by Mortgagee.

9. Stamp Tax. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Note hereby secured and this Mortgage, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to reimburse Mortgagee for any sums which Mortgagee reasonably expends by reason of the imposition of any tax on the issuance of the Note secured hereby and this Mortgage.

10. Observance of Lease Assignment.

(a) As additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained herein, Mortgagor, as landlord, has assigned to Mortgagee, by that certain Assignment of Rents and Leases dated on or about this same date (the "Assignment of Rents"), all of Mortgagor's right, title and interest as landlord in and to all leases of any part of the Premises, both present and future (hereinafter collectively referred to as the "Leases") and all of the rents, issues and profits from the Leases (hereinafter collectively referred to as the "Rents").

(b) All future Leases are subject to the approval of Mortgagee as to form, content and tenants, and without limiting the generality of the foregoing, Mortgagor will not, without Mortgagee's prior written consent, make any Lease. Notwithstanding the foregoing, consent of Mortgagee shall not be required with respect to any Lease for actual occupancy by the lessee thereunder which (i) has a term not exceeding five (5) years including any option or renewal periods, (ii) specifies minimum guaranteed rental exclusive of common area maintenance charges, real estate taxes and insurance premiums of not less than Twenty-Three and 75/100 Dollars (\$23.75) per rentable square foot, (iii) is on a form approved by Mortgagee (which approval has not previously been revoked by Mortgagee as hereinafter provided) and (iv) demises not more than three thousand (3,000) rentable square feet of the improvements. Mortgagee will, at the request of Mortgagor, approve a form of lease satisfactory to Mortgagee, but Mortgagee shall have the right subsequently to revoke such approval upon thirty (30) days prior written notice to Mortgagor of its election to do so. In the event of any such revocation of approval, Mortgagor shall not enter into any Lease without the prior written consent of Mortgagee unless Mortgagee has approved a revised form of lease satisfactory to it in its discretion.

Further, any Lease on the approved form and which complies with the terms set forth in the certain Cross-Collateral Agreement by Mortgagor and others dated this same date ("Cross-Collateral Agreement") shall not require further approval by Mortgagor.

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(c) Mortgagor will not, without Mortgagee's prior written consent: (i) execute an assignment or pledge of any Rents and/or any Leases; or (ii) accept any prepayment of any installment of any Rents more than thirty (30) days before the due date of such installment.

(d) Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all Leases, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the material covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed, but Mortgagor shall not modify, amend, renew, extend, cancel, terminate or accept surrender of any Lease without the prior written consent of Mortgagee, unless within the economic terms of the Cross-Collateral Agreement; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of landlord or of the lessees thereunder; (iv) upon written request of Mortgagee, transfer and assign to Mortgagee, any Lease or Leases heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all lessees, terms of all Leases, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the lessee under any Lease a certificate with respect to the status thereof.

(e) Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagor as landlord under any of the Leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay.

(f) Mortgagor will not permit any Lease or any part thereof to become subordinate to any lien other than the lien hereof.

(g) Mortgagee shall have the option to declare this Mortgage in default because of a default of landlord in any Lease of the Premises if the tenant pursues its remedies thereunder and such remedies include abatement of rent, unless such default is cured by Mortgagor pursuant to the terms of the Lease and within any applicable cure period or unless such default would not permit the tenant to terminate the Lease. It is covenanted and agreed that an Event of Default under the Assignment of Rents shall constitute an Event of Default hereunder on account of which the whole of the

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Indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without notice to the Mortgagor.

(h) In the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee under each Lease of the Premises shall, at the option of Mortgagee, attorn to any person succeeding to the interest of Mortgagor as a result of such enforcement and shall recognize such successor in interest as landlord under such Lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any Lease made without the consent of Mortgagee or said successor in interest. Each lessee, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

11. Effect of Extension of Time. If the payment of the Indebtedness, or any part thereof, is extended or varied, or if any part of any security for the payment of the Indebtedness is released, or if any person or entity liable for the payment of the Indebtedness is released, or if Mortgagee takes other or additional security for the payment of the Indebtedness, or if Mortgagee waives or fails to exercise any right granted herein, or in the Note secured hereby, or in any other instrument given to secure the payment hereof, then all persons now or at any time hereafter liable for the payment of the Indebtedness, or any part thereof, or interested in the Premises shall be held to assent to such extension, variation, release, waiver, failure to exercise or the taking of additional security, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation, release, waiver, failure to exercise, or the taking of additional security.

12. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the state in which the Premises are located deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holders thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor if Mortgagee pays such taxes and submits proof of payment to Mortgagor; 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

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maximum amount permitted by law; then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

13. Mortgagee's Performance of Defaulted Acts. Upon the occurrence of an Event of Default herein, Mortgagee may, but need not, and whether electing to declare the whole of the Indebtedness due and payable or not, and without waiver of any other remedy, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment or cure any default of Mortgagor as landlord in any Lease. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraphs 9 and 12 hereof or to protect the Premises or 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 Default Rate of interest set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Event of Default on the part of Mortgagor.

14. Mortgagee's Reliance on Tax Bills, Etc. Mortgagee in making any payment hereby authorized, (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) relating to insurance premiums, may do so according to any bill or statement procured from the appropriate company without inquiry into the accuracy of such bill or statement; or (c) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

15. Acceleration of Indebtedness in Event of Default. It is expressly agreed by Mortgagor that time is of the essence hereof and that the whole of the Indebtedness secured hereby shall become immediately due and payable without notice to Mortgagor at the option of the Mortgagee upon the occurrence of one or more of the following events (hereinbefore and hereinafter collectively referred to as "Events of Default" and individually referred to as an "Event of Default"), together with a prepayment premium in the amount, if any, required to be paid pursuant to the terms of the Note in the event of a prepayment:

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(a) nonpayment of any monetary sum due hereunder within five (5) days after the same shall become due; or

(b) default shall be made in the due observance or performance of any of the other covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Mortgagor which does not relate to the nonpayment of any monetary sum, and such default is not cured within thirty (30) days following written notice thereof by Mortgagee to Mortgagor or such longer period as is reasonably necessary to cure such default as long as Mortgagor is diligently pursuing such cure and such default is curable by Mortgagor within a reasonable time; or

(c) the entry of a decree or order for relief by a court having jurisdiction in respect of Mortgagor, a general partner of Mortgagor if Mortgagor is a partnership, the beneficiary or beneficiaries of Mortgagor if Mortgagor is a trust, or any guarantor of the Note secured hereby, in any involuntary case under the federal bankruptcy laws now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) for Mortgagor, a general partner thereof, the beneficiary or beneficiaries thereof, or any guarantor of the Note secured hereby, or any substantial part of the property of any such person or entity, or for the winding up or liquidation of the affairs of any such person or entity and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

(d) the commencement by Mortgagor, a general partner thereof, the beneficiary or beneficiaries thereof, or any guarantor of the Note secured hereby, of a voluntary case under federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or any other similar laws or the consent by any such person or entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Mortgagor, a general partner, the beneficiary or beneficiaries thereof or any guarantor of the Note secured hereby, or of any substantial part of the property of any such person or entity, or the making by any such person or entity of an assignment for the benefit of creditors or the failure of any such person or entity generally to pay the debts of any such person or entity as such debts become due, or

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the taking of action by any such person or entity in furtherance of any of the foregoing; or

(e) the death of any guarantor of the Note secured hereby, unless a beneficiary or beneficiaries of the decedent having a net worth or an aggregate net worth, as the case may be, greater than the net worth of the decedent upon the date hereof shall become liable by assumption under the guaranty within five (5) days of the appointment of the executor or personal representative; or

(f) any warranty, representation, certification, financial statement, or other information furnished or to be furnished to Mortgagee by or on behalf of Mortgagor or any guarantor of the Note to induce Mortgagee to loan the money evidenced by the Note proves to have been inaccurate or false in any material respect when made; or

(g) an Event of Default under the Note or any of the other Loan Documents other than this Mortgage; or

(h) Mortgagor shall be in default of, or in violation of, beyond any applicable grace period, any conditions, covenants or restrictions which benefit or burden the Premises.

If, while any insurance proceeds or condemnation awards are being held by Mortgagee to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Premises, Mortgagee shall accelerate the Indebtedness secured hereby, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the Indebtedness hereby secured and any excess held by it over the amount of Indebtedness then due hereunder shall be returned to Mortgagor or any other party entitled thereto without interest.

16. Foreclosure; Expense of Litigation. When the Indebtedness hereby secured, or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, actual costs of environmental reviews or audits, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to

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the title as Mortgagee may deem reasonably necessary either to prosecute such action or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Paragraph mentioned and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including appellate, probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceedings or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate of interest as set forth in the Note and shall be secured by this Mortgage.

17. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph; second, all other items which may, under the terms hereof or of the Note or under any other instrument given to secure the Note, constitute Indebtedness additional to that evidenced by the Note, with interest thereon as herein or therein provided and all principal and interest and other sums (including prepayment premiums) remaining unpaid on the Note; and third, any surplus to any party entitled thereto as their rights may appear.

18. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall then be occupied as a homestead or not, and Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the Rents, issues and profits of the Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such Rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the Indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is

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made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

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

20. Mortgagee's Right of Inspection. Mortgagee shall, upon reasonable notice to Mortgagor, have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

21. Condemnation. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. In the event that Mortgagee elects, in Mortgagee's sole and absolute discretion, to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the Improvements, such proceeds shall be made available in the manner and under the conditions that Mortgagee may require. In any event, the Improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee prior to commencement of any building or restoration. If the proceeds are made available by Mortgagee to reimburse Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of Mortgagee be applied on account of the Indebtedness or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on the proceeds of any award held by the Mortgagee.

22. Release Upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all Indebtedness including any prepayment premium provided for herein or in the Note secured hereby.

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23. Giving of Notice. (a) All notices, demands, requests, and other communications desired or required to be given hereunder ("Notices"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.

(b) All Notices shall be deemed given and effective upon the earlier to occur of: (i) the hand delivery of such Notice to the address for Notices; (ii) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (iii) three business days after depositing the Notice in the United States mail as set forth in (a) above. All Notices shall be addressed to the following addresses:

Mortgagor: Cole Taylor Bank, Trustee
Trust No. 96-4164
350 West Dundee Road
Wheeling, Illinois 60090
Attention: Trust Department

and

TTC Oak Park Limited Partnership
c/o Chitown Development, L.L.C.
9933 North Lawler Avenue, Suite 516
Skokie, Illinois 60077
Attention: Mr. Seymour Taxman

With a copy to: Meltzer, Purtill & Stelle
1515 E. Woodfield Road, Suite 250
Schaumburg, Illinois 60173-5431
Attention: William J. Mitchell, Esq.

Mortgagee: USG Annuity & Life Company
909 Locust Street
Des Moines, Iowa 50309
Attn: Equitable Investment Services, Inc.
Managing Director

With a copy to: Nyemaster, Goode, Voigts, West,
Hansell & O'Brien, P.C.
700 Walnut, Suite 1600
Des Moines, Iowa 50309

or to such other persons or at such other place as any party hereto may by Notice designate as a place for service of Notice. Provided, that the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor

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does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

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

25. Waiver of Statutory Rights. Mortgagor shall not, and will not, apply for or avail itself of any homestead, appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but to the extent lawfully allowed hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. To the extent permitted by law, Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

26. Furnishing of Financial Statements to Mortgagee. (a) Mortgagor covenants and agrees that it will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times during business hours and on reasonable notice, be open to inspection by Mortgagee and Mortgagee's accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained either:

(i) In accordance with generally accepted accounting principles consistently applied; or

(ii) In accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

(b) Mortgagor covenants and agrees to furnish, or cause to be furnished to Mortgagee, annually, within one hundred twenty (120) days following the end of each fiscal year of Mortgagor a copy of a report of the operations of the Premises, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses and a current rent roll of the Premises, and if available, financial statements covering the operations of any tenant of the Premises occupying more than fifty percent of the Premises. Mortgagor shall simultaneously deliver to Mortgagee a

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financial statement of Mortgagor, and each of its general partners if Mortgagor is a partnership, prepared in accordance with generally accepted accounting principles applied on a consistent basis, certified by Mortgagor, or an officer, manager or a general partner of any corporate, limited liability company or partnership Mortgagor. Each report or statement shall be certified as correct by the appropriate party.

(c) If Mortgagor omits to deliver as required any report or statement required by this Paragraph 26, and said omission is not cured by Mortgagor within thirty (30) days after written notice of such omission has been given by Mortgagee to Mortgagor, Mortgagee may elect, in addition to exercising any remedy for an Event of Default as provided for in this Mortgage, to make an audit of all books and records of Mortgagor including its bank accounts which in any way pertain to the Premises and to prepare the statement or statements which Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent certified public accountant to be selected by Mortgagee. Mortgagor shall pay all reasonable expenses of the audit and other services, which expenses shall be secured hereby as additional indebtedness and shall be immediately due and payable with interest thereon at the Default Rate of interest as set forth in the Note and shall be secured by this Mortgage.

27. Filing and Recording Fees. Mortgagor will pay all filing, registration or recording fees and all reasonable expenses incident to the execution and acknowledgement of this Mortgage and all federal, state, county and municipal taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of said Note and this Mortgage.

28. Business Purpose. Mortgagor represents, covenants and agrees that all of the proceeds of the Note secured by this Mortgage will be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor.

29. Exculpatory. The liability of the Mortgagor personally to pay the Note or any interest that may accrue thereon, or any Indebtedness or obligation accruing or arising hereunder is limited to the extent set forth in the Note.

30. Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a security agreement within the meaning of the applicable Uniform Commercial Code ("Code") with respect to all sums on deposit with the Mortgagee with respect to insurance proceeds or condemnation proceeds ("Deposits") and with respect to any personal property and fixtures included in the definition herein of the word "Premises", which property may not be deemed to form a part of the real estate described in Exhibit "A" or may not constitute a "fixture" within the meaning of the Code,

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and all replacements of such property, substitutions and additions thereto and the proceeds thereof, all such property being sometimes hereinafter collectively referred to as the "Collateral", and that a security interest in and to the Collateral and the Deposits is hereby granted to Mortgagee and the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness and to secure performance by Mortgagor of the terms, covenants and provisions hereof. Upon the occurrence of an Event of Default under this Mortgage, Mortgagee, pursuant to the appropriate provisions of the Code, shall have the option of proceeding with respect to the Collateral in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that, in the event Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, ten (10) days' notice of the sale of the Collateral 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, reasonable attorneys' fees and legal expenses incurred by Mortgagee. Mortgagor agrees that, without the written consent of Mortgagee, Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as the Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral, when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, upon replacing the same or substituting for the same other Collateral at least equal in value to the initial value to that disposed of and in such a manner so that said Collateral shall be subject to the security interest created hereby, and so that the security interest of Mortgagee shall be first in priority, it being expressly understood and agreed that all replacements of the Collateral and any additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. Mortgagor shall, from time to time, on request of Mortgagee, deliver to Mortgagee an inventory of the Collateral in reasonable detail. Mortgagor covenants and represents that all Collateral, and all replacements thereof, substitutions therefor or additions thereto, unless Mortgagee otherwise consents, now are and will be free and clear of liens (other than the lien of taxes not yet due or payable), encumbrances or security interests of others. Mortgagor shall, upon demand execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee, and will do all such acts and things as Mortgagee may at anytime, or from time to time, reasonably request or as may be necessary or appropriate to establish and maintain a first perfected security interest in the Deposits and Collateral, subject to no liens (other than the lien of taxes not yet due or payable), encumbrances, or security interests of others.

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This Mortgage also constitutes a financing statement for the purpose of the Code and shall constitute a "fixture filing" under such statutes and shall be filed in the real estate records of the County in which the Land is located. For such purpose the name and address of the debtor and the secured party are as set forth below:

Name of Debtor: Cole Taylor Bank, as Trustee Under
Trust Agreement Dated December 6,
1996, Known as Trust No. 96-4164

Debtor's Mailing
Address: c/o Seymour Taxman
9933 N. Lawler, Suite 516
Skokie, Illinois 60077

Debtor's Taxpayer
Identification Number: 36-4051203

Address of Property: Harlem Avenue at Lake Street
Oak Park, Illinois

Name of Secured Party: USG Annuity & Life Company

Address of Secured
Party: 909 Locust Street
Des Moines, Iowa 50309
Attn: Equitable Investment
Services, Inc.
Managing Director

This financing statement covers the Collateral. Some of the items or types of property comprising the Collateral are or are to become fixtures on the real property described in this Mortgage. Mortgagor is the record owner of the real property described herein upon which the foregoing fixtures and other items and types of property are located.

31. Due on Sale or Further Encumbrance. Mortgagor covenants and agrees that Mortgagee, at its option, has the unqualified right to accelerate the maturity of the Indebtedness, causing the full principal balance and accrued interest under the Note, together with a prepayment premium in the amount, if any, required to be paid pursuant to the terms of the Note in the event of a prepayment at the time of such acceleration, to be immediately due and payable without notice to Mortgagor, in the event that:

(a) Mortgagor shall, without the prior written consent of Mortgagee, which consent may be withheld by Mortgagee in its sole and absolute discretion, sell, transfer, convey, or assign the legal or equitable title to all or any portion of the Premises, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing; or

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(b) There shall be any change in the individuals comprising Mortgagor or in the partners, shareholders, members or beneficiaries of any general or limited partnership, corporation, limited liability company or trust comprising Mortgagor; or

(c) If Mortgagor is a general partnership or a limited partnership, any general or limited partner of Mortgagor, or any general or limited partner of any partnership, beneficiary of any trust, shareholder of any corporation, or member of any limited liability company which is a general or limited partner of Mortgagor shall, without the prior written consent of the Mortgagee, which consent may be withheld by Mortgagee in its sole and absolute discretion, sell, transfer, convey, assign or create a security interest in the partnership, beneficial, shareholder or membership interest owned by any such partner, beneficiary, shareholder or member, as the case may be, or any part thereof, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing; or

(d) If Mortgagor is a corporation or a limited liability company, any shareholder or member of Mortgagor, or any partner, shareholder, beneficiary, or member of a partnership, corporation, trust or limited liability company which is a shareholder or member of Mortgagor, shall, without the prior written consent of the Mortgagee, which consent may be withheld by Mortgagee in its sole and absolute discretion, sell, transfer, convey, assign or create a security interest in any of the shares or the membership interest held by such shareholder or member, as the case may be, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing; or

(e) Mortgagor shall, without the prior written consent of Mortgagee, which consent may be withheld by Mortgagee in its sole and absolute discretion, directly or indirectly, create, suffer or permit to be created or filed against the Premises, or any portion thereof, or against the Rents, issues or profits therefrom (including, without limitation, any lien arising with respect to the payment of taxes, assessments and other charges described in Paragraph 2 above), any mortgage lien, deed of trust, security interest, or other lien or encumbrance, except the lien of current general taxes duly levied and assessed but not yet due and payable and the lien of this Mortgage and the encumbrances set forth in Schedule B of the title insurance policy delivered to and accepted by Mortgagee at the closing of the Loan.

The foregoing provisions of this Paragraph are for the purpose of:

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(a) protecting Mortgagee's security, both of repayment of the Indebtedness secured hereby and the value of the Premises;

(b) giving the Mortgagee the full benefit of its bargain with the Mortgagor and any beneficiaries of Mortgagor;

(c) allowing the Mortgagee to raise the interest rate and collect assumption fees; and

(d) keeping the Premises and the beneficial interests in Mortgagor free of subordinate financing liens or security interests.

Notwithstanding the foregoing, with the prior written consent of Mortgagee, which it may withhold in its reasonable, one transfer or conveyance of the Premises shall be permitted upon execution of an assumption agreement satisfactory to Mortgagee; provided, upon such transfer or conveyance Mortgagee shall receive a non-refundable fee equal to one percent (1%) of the outstanding amount of the Indebtedness at the time of such sale and assumption; and further provided that the assumption is in accordance with the following: The one-time transfer shall be an arms-length transaction to a third party independent Mortgagor or Mortgagor's beneficiary or affiliate thereof, and the proposed buyer must have a net worth of at least \$7.5 million and shall meet Mortgagee's normal and ordinary standards of financial strength, credit history, real estate management ability, and experience and professional character.

Further, the event of death or incapacity of any individual limited partner(s) (and beneficial owners of limited partners) of the beneficiary of Mortgagor, the interests in the deceased or incapacitated limited partner(s) (and beneficial owners of limited partners) may be transferred by will or intestacy without the prior written consent of Mortgagee or a 1% transfer fee. Lender shall be notified in writing within 30 days of any such transfers.

Further, transfers of partnership interests in the beneficiary of Mortgagor shall be permitted upon 30 days prior written notice to Mortgagee and without payment of the 1% fee, provided such transfers shall be limited to: 1) Transfers between limited partner(s) (and beneficial owners of limited partners) of the beneficiary of Mortgagor (as of the date hereof), so long as Seymour Taxman or entities he controls maintains at least a 51% ownership in the beneficiary of Mortgagor; and 2) Transfers by limited partner(s) (and beneficial owners of limited partners) of the beneficiary of Mortgagor for estate planning purposes to immediate family members (where immediate family members are determined to be parents, spouses, siblings or children).

In all events, Mortgagee shall be given prior notice of any proposed transfer, such assumption documents and instruments

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(including financing statements) as shall be reasonably required by Mortgagee shall be executed and delivered, and Mortgagor shall pay any costs incurred by Mortgagee in connection with any proposed transfer, whether or not such proposed transfer is consummated, including legal fees and expenses. No transfer of the Premises or interests in Mortgagor, whether permitted or not, shall relieve Mortgagor or any guarantor from liability for payment and performance of the Note or any other Loan Documents.

The execution and delivery by the Mortgagor of any joint venture agreement, partnership agreement, declaration of trust, option agreement or other instrument whereunder any other person or corporation may become entitled, directly or indirectly, to the possession or enjoyment of the Premises, or the income or other benefits derived or to be derived therefrom shall in each case be deemed to be a conveyance or assignment of the Mortgagor's interest in the Premises for the purposes of this Paragraph, and shall require the prior written consent of the Mortgagee.

32. Environmental Matters; Notice; Indemnity. Mortgagor covenants and agrees as follows:

(a) For purposes of this Mortgage, the following definitions shall apply:

(i) The term "Environmental Law" means and includes any federal, state or local law, statute, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including without limitation each of the following (and their respective successor provisions): the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. sections 6901 et seq. ("RCRA"); the Federal Hazardous Materials Transportation Act, as amended, 49 U.S.C. sections 1801 et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C. sections 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. sections 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq.; the Federal Hazardous Materials Transportation Act, 49 U.S.C. sections 1801 et seq.; and the rules, regulations and ordinances of the U.S. Environmental Protection Agency and of all other federal, state, county and municipal agencies, boards, commissions and other

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governmental bodies and officers having jurisdiction over the Premises or the use or operation of the Premises.

(ii) The term "Hazardous Substance" means and includes: (1) those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "pollutants", "toxic substances" or "solid waste" in any Environmental Law; (2) those substances listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto); (3) those other substances, materials and wastes which are or become regulated under any applicable federal, state or local law, regulation or ordinance or by any federal, state or local governmental agency, board, commission or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and (4) any material, waste or substance which is any of the following: (A) asbestos; (B) polychlorinated biphenyl; (C) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (33 U.S.C. sections 1251 et seq.); (D) explosive; (E) radioactive; or (F) a petroleum product or (G) infectious waste. Notwithstanding anything to the contrary herein, the term "Hazardous Substance" shall not include commercially sold products otherwise within the definition of the term "Hazardous Substance", but (X) which are used or disposed of by Mortgagor or used or sold by tenants of the Premises in the ordinary course of their respective businesses, (Y) the presence of which product is not prohibited by applicable Environmental Law, and (Z) the use and disposal of which are in all respects in accordance with applicable Environmental Law.

(iii) The term "Enforcement or Remedial Action" means and includes any action taken by any person or entity in an attempt or asserted attempt to enforce, to achieve compliance with, or to collect or impose assessments, penalties, fines, or other sanctions provided by, any Environmental Law.

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(iv) The term "Environmental Liability" means and includes any claim, demand, obligation, cause of action, accusation, allegation, order, violation, damage (including consequential damage), injury, judgment, assessment, penalty, fine, cost of Enforcement or Remedial Action, or any other cost or expense whatsoever, including actual, reasonable attorneys' fees and disbursements, resulting from or arising out of the violation or alleged violation of any Environmental Law, any Enforcement or Remedial Action, or any alleged exposure of any person or property to any Hazardous Substance.

(b) Mortgagor will not install, use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises, nor transport to or from the Premises, any Hazardous Substance nor allow any other person or entity to do so.

(c) Mortgagor will keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any Environmental Law.

(d) Mortgagor will give prompt written notice to Mortgagee of:

(i) any proceeding, known investigation or inquiry commenced by any governmental authority with respect to the presence of any Hazardous Substance on, under or about the Premises or the migration thereof to or from adjoining property;

(ii) all claims made or threatened by any individual or entity against Mortgagor or the Premises relating to any loss or injury allegedly resulting from any Hazardous Substance; and

(iii) the discovery by Mortgagor of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which might cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Environmental Law.

(e) Mortgagee shall have the right and privilege to: (1) join in and participate in, as a party if it so elects, any

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one or more legal proceedings or actions initiated with respect to the Premises; and to (ii) have all costs and expenses thereof (including without limitation Mortgagee's reasonable attorneys' fees and costs) paid by Mortgagor.

(f) Mortgagor shall protect, indemnify, defend, and hold harmless Mortgagee and its directors, officers, employees, agents, successors and assigns from and against any and all loss, injury, damage, cost, expense and liability (including without limitation reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to (i) the installation, use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Substance on, under or about the Premises, or (ii) the presence of any underground storage tank on, under or about the Premises, or (iii) any Environmental Liability; including without limitation: (1) all foreseeable consequential damages; (2) the costs of any required or necessary repair, cleanup or detoxification of the Premises; and (3) the preparation and implementation of any closure, remedial or other required plans. The indemnity evidenced hereby shall survive the satisfaction, release or extinguishment of the lien of this Mortgage, including without limitation any extinguishment of the lien of this Mortgage by foreclosure or deed in lieu thereof, but shall terminate and be of no further force or effect upon payment of the Indebtedness in full without a prior Event of Default under the Loan Documents, which Event of Default had not been cured in accordance with the terms of the Loan Documents. The foregoing indemnity shall not apply to claims which arise out of actions taken by Mortgagee, or those contracting with Mortgagee, subsequent to Mortgagee taking possession or becoming owner of the Premises. Without limiting the generality of the indemnity provided for herein, such indemnity shall include any loss, injury, damage, cost, expense and liability arising out of matters identified in the environmental study provided by Carlson Environmental, Inc., notwithstanding that Mortgagee was informed thereof prior to the closing of the Loan.

(g) If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is required by any applicable federal, state or local law, regulation or ordinance, or under any judicial or administrative order or judgment, or by any governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, groundwater, or surface water at, on, about, under or within the Premises or any portion thereof, Mortgagor shall within thirty (30) days after written demand by Mortgagee for the performance (or

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within such shorter time as may be required under applicable law, regulation, ordinance, order or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work to the extent required by law. All Remedial Work shall be performed by contractors approved in advance by Mortgagee (which approval in each case shall not be unreasonably withheld or delayed) and under the supervision of a consulting engineer approved in advance by Mortgagee. All costs and expenses of such Remedial Work (including without limitation the reasonable fees and expenses of Mortgagee's counsel) incurred in connection with monitoring or review of the Remedial Work shall be paid by Mortgagor. If Mortgagor shall fail or neglect to timely commence or cause to be commenced, or shall fail to diligently prosecute to completion, such Remedial Work, Mortgagee may (but shall not be required to) cause such Remedial Work to be performed; and all costs and expenses thereof, or incurred in connection therewith (including, without limitation, the reasonable fees and expenses of Mortgagee's counsel), shall be paid by Mortgagor to Mortgagee forthwith after demand and shall be a part of the Indebtedness secured hereby.

33. Captions. The captions or headings preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

34. No Waiver; Modifications in Writing. No failure or delay on the part of Mortgagee in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise. No amendment, modification, supplement, termination or waiver of or to any provision of this Mortgage, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of the party to be charged with the enforcement thereof. Any amendment, modification or supplement of or to any provision of this Mortgage, any waiver of any provision of this Mortgage, and any consent to any departure from the terms of any provision of this Mortgage, shall be effective only in the specific instance and for the specific purpose for which made or given.

35. Relationship. Mortgagee is only a lender under the Loan Documents, and nothing contained in this Mortgage or the other Loan Documents and no action taken by the parties pursuant hereto shall be deemed to constitute the Mortgagee and any other of the parties to any of the Loan Documents a partnership, an association, a joint

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venture or other entity, nor constitute Mortgagee as a fiduciary for any of the parties.

36. Governing Law. This Mortgage shall be governed by the laws of Illinois (excluding conflicts of laws rules).

37. Time of Essence. Time is of the essence in the performance by the parties of this Mortgage.

38. Construction. Mortgagor has been represented by its own counsel in this transaction, and this Mortgage shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

39. Gender; Number; Terms. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context. The use of the words "herein," "hereof," "hereunder" and other similar compounds of the word "here" shall refer to this entire Mortgage and not to any particular section, paragraph or provision. The term "person" and words importing persons as used in this Mortgage shall include firms, associations, partnerships (including limited partnerships), joint ventures, trusts, corporations, limited liability companies, and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

40. Integration. This Mortgage constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.

41. Miscellaneous.

(a) This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and its heirs, successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor (but this clause shall not be construed as constituting the consent by Mortgagee to the transfer of any interest in the Premises), and the word "Mortgagor" when used herein shall include any such person and all persons liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed said Note or this Mortgage. The word "Mortgagee", when used herein, shall include the successors and assigns of Mortgagee, and the holder or holders, from time to time, of the Note secured hereby. In addition, in the event Mortgagor is a land trust or similar entity, the term "Mortgagor" as used herein shall include the beneficiary or beneficiaries of such land trust or similar entity.

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(b) In the event one or more of the provisions contained in this Mortgage or the Note secured hereby, or in any other security documents given to secure the payment of the Note secured hereby, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(c) The Mortgagor will, from time to time, upon ten (10) business days' prior written request from Mortgagee, make, execute, acknowledge and deliver to Mortgagee such supplemental mortgages, certificates and other documents, including without limitation Uniform Commercial Code financing statements, as may be necessary for better assuring and confirming unto Mortgagee any of the Premises, or for more particularly identifying and describing the Premises, or to preserve or protect the priority of this Mortgage lien, and generally do and perform such other acts and things and execute and deliver such other instruments and documents as may reasonably be deemed necessary or advisable by Mortgagee to carry out the intentions of this Mortgage.

(d) Mortgagor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

(e) Mortgagor and Mortgagee each will, from time to time, upon ten (10) business days' prior written request by the other party, execute, acknowledge and deliver to the requesting party, a certificate signed by an appropriate officer, stating that this Mortgage is unmodified and in full force and effect (or, if there have been modifications, that this Mortgage is in full force and effect as modified and setting forth such modifications) and stating the principal amount secured hereby and the interest accrued to date on such principal amount. Such estoppel certificate from Mortgagee shall also state either that, to the actual knowledge of the signer of such certificate and based on no independent investigation, no Event of Default or occurrence which with the passage of time or the giving of notice would be or become an Event of Default exists hereunder or, if any Event of Default or

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such occurrence shall exist hereunder, specify such Event of Default or such occurrence of which Mortgagee has actual knowledge. The estoppel certificate from Mortgagor shall also state to the best knowledge of Mortgagor whether any offsets or defenses to the Indebtedness exist and if so shall identify them.

(f) The Note secured hereby requires in the event any installment of interest due thereunder and/or any escrow fund payment for taxes and insurance due hereunder shall become overdue for a period in excess of five (5) days, the payment to Mortgagee of a late charge for each dollar so overdue to defray part of the cost of collection. Said late charge shall be secured hereby as Indebtedness, as that term is used herein.

(g) Mortgagee shall have the right and option to exercise power of sale or to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises. The failure to join any such tenant or tenants as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Indebtedness secured hereby, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

(h) At the option of Mortgagee, this Mortgage shall become, subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all Leases, upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the Office of the Recorder in and for the county wherein the Premises are situated, or such other office as reasonably requested by Mortgagee, of a unilateral declaration to that effect.

(i) In the event that maturity of the Indebtedness is accelerated by Mortgagee because of the occurrence of an Event of Default hereunder and a tender of payment is made by or on behalf of Mortgagor in the amount necessary to satisfy the Indebtedness at any time prior to judicial confirmation of a foreclosure sale, then such tender shall constitute a prepayment under the Note and shall, to the extent specified in the Note, require payment of the prepayment premium provided for in the Note.

(j) All agreements between Mortgagor and Mortgagee (including, without limitation, those contained in this Mortgage and the Note) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Mortgagee exceed the highest lawful rate of interest permissible under the laws of the State wherein the Premises are situated. If, from any

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circumstances whatsoever, fulfillment of any provision hereof or the Note or any other documents securing the Indebtedness at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the state where the Premises are situated; and if for any reason whatsoever Mortgagee shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the principal Indebtedness secured hereby (whether or not then due and payable) and not to the payment of interest.

(k) Mortgagor covenants and agrees that it shall constitute an Event of Default hereunder if any of the proceeds of the loan for which the Note is given will be used, or were used, as the case may be, for the purpose (whether immediate, incidental or ultimate) of "purchasing" or "carrying" any "margin security" as such terms are defined in Regulation G of the Board of Governors of the Federal Reserve System (12 CFR Part 207) or for the purpose of reducing or retiring any indebtedness which was originally incurred for any such purpose.

(l) Mortgagor shall exert its best efforts to include a "no lien" provision in any property management agreement hereafter entered into by Mortgagor or its beneficiary with a property manager for the Premises, whereby the property manager waives and releases any and all mechanics' lien rights that he, or anyone claiming through or under such manager, may have. Such property management agreement containing such "no lien" provision or a short form thereof shall, at Mortgagee's request, be recorded in the office of the recorder in and for the County wherein the Premises are situated, or such other office as reasonably requested by Mortgagee.

36. Trustee's Exculpation. This document, instrument or agreement is executed by Cole Taylor Bank, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) by the named bank as trust company, are undertaken by it solely as trustee under the trust agreement, and not individually, and no personal liability shall be asserted to be enforceable against said named bank or trust company by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this document, instrument or agreement.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS

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Exhibit "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 THROUGH 7 AND PARTS OF LOTS 8, 9 AND 10 (EXCEPT THE NORTH 18.5 FEET OF LOTS 1 AND 10) IN THEO. WHAPLE'S RESUBDIVISION OF LOTS 12 TO 14 IN BLOCK 1 OF WHAPLE'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 11 (EXCEPT THE NORTH 18.5 FEET THEREOF TAKEN FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 10 (EXCEPT THE NORTH 18.5 FEET THEREOF TAKEN FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 71.84 FEET OF LOT 1 AND THE NORTH 71.84 FEET OF THE WEST 1/2 OF LOT 2 IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART OF PARCEL 4 HERETOFORE DEDICATED, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN WHAPLE'S SUBDIVISION AFORESAID, PROCEED SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO A POINT 25 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE PROCEED IN A NORTHEASTERLY DIRECTION TO A POINT 20 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1 AND ALONG THE NORTH LINE OF SAID LOT 1, THENCE PROCEED IN A WESTERLY DIRECTION TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 5:

THE EAST 1/2 OF LOT 2 (EXCEPT THE SOUTH 18.5 FEET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 1 (EXCEPT THE NORTH 71.84 FEET) AND LOT 2 (EXCEPT THE NORTH 71.84 FEET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 3, 4 AND WEST 1/2 OF LOT 5 (EXCEPT THE SOUTH 18.5 FEET OF SAID LOTS CONVEYED TO THE VILLAGE OF OAK PARK FOR STREET PURPOSES BY DEED RECORDED AS DOCUMENT 11015875) IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF WESTGATE STREET LYING ADJACENT AND BETWEEN AFORESAID PARCELS OF LAND DESCRIBED

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Exhibit A

AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID, THENCE PROCEED 10 FEET NORTH TO A POINT 10 FEET NORTH OF SAID SOUTHWEST CORNER OF SAID LOT 1, THENCE PROCEED IN AN EASTERLY DIRECTION 225 FEET TO A POINT 10 FEET NORTH OF THE SOUTH LINE OF LOT 5 IN WHAPLE'S SUBDIVISION AFORESAID, THENCE PROCEED NORTH 10 FEET TO A POINT WHICH IS 24.99 FEET WEST OF THE EAST LINE OF SAID LOT 5, THENCE PROCEED 225 FEET WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 9:

THAT PART OF WESTGATE STREET LYING ADJACENT AND BETWEEN AFORESAID PARCELS OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID LOT 1, A DISTANCE OF 14.00 FEET; THENCE PROCEED EAST 225 FEET TO A POINT 28 FEET NORTH OF THE NORTH LINE OF SAID LOT 10 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID; THENCE PROCEED 14.00 FEET SOUTH TO A POINT 24.99 FEET WEST OF THE EAST LINE OF SAID LOT 10; THENCE PROCEED 225 FEET WEST TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 10:

THAT PART OF NORTH BOULEVARD LYING ADJACENT TO THE PARCELS OF LAND AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 10 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID, PROCEED IN A SOUTHERLY DIRECTION 15 FEET SOUTH, THENCE PROCEED IN A WESTERLY DIRECTION 160 FEET TO A POINT 40 FEET WEST OF THE EAST LINE OF LOT 9 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID, AND 40 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9, THENCE PROCEED IN A NORTHWESTERLY DIRECTION TO A POINT 90 FEET WEST OF THE EAST LINE OF SAID LOT 9, AND 26.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9, THENCE PROCEED IN A WESTERLY DIRECTION, 30 FEET, TO A POINT 26.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9, THENCE PROCEED IN A NORTHERLY DIRECTION 25 FEET TO A POINT 1.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9, THENCE PROCEED IN A WESTERLY DIRECTION 10 FEET TO A POINT 26.17 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 8 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID, THENCE PROCEED IN A NORTHERLY DIRECTION 4.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, THENCE PROCEED IN A SOUTHEASTERLY DIRECTION 152.73 FEET TO THE SOUTHEAST CORNER OF LOT 10 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID, THENCE PROCEED IN A EASTERLY DIRECTION 100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FTN # 16-07-124-002 to 004

16-07-124-032 + 033

16-07-125-001 to 004

16-07-125-027 + 028

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