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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FINANCING STATEMENT

\$ 129<sup>00</sup>  
M

From

YELLOW CAB COMPANY

("Mortgagor")

To

THE FIRST NATIONAL BANK OF BOSTON, AS AGENT

("Mortgagee")

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2025/01/13

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## MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") is made this 17<sup>th</sup> day of January, 1997, by YELLOW CAB COMPANY, a Delaware Corporation ("Mortgagor"), to THE FIRST NATIONAL BANK OF BOSTON, a national banking association, as agent (in such capacity, together with its successors and assigns, "Mortgagee") for the Lenders under (and as defined in) that certain Revolving Credit Agreement of even date herewith referred to below.

### W I T N E S S E T H:

WHEREAS, Mortgagor is the owner of those certain tracts, pieces and parcels of land more particularly described in Exhibits A-1 to A-6 attached hereto and incorporated herein by reference;

WHEREAS, pursuant to a certain Indenture dated September 14, 1912 (together with all amendments thereto, "Ground Lease A"), notice of which is recorded at Document No. 5048319 in the Cook County Recorder of Deeds and an assignment of which is recorded at Document No. 96957905 in the Cook County Recorder of Deeds, Mortgagor leases certain premises ("Leased Premises A") located in Chicago, Illinois, and more particularly described in Exhibit A-7 attached hereto and incorporated by reference;

WHEREAS, pursuant to a certain Ground Lease dated March 6, 1913 (together with all amendments thereto, "Ground Lease B") and, together with Ground Lease A", collectively, the "Ground Leases"), notice of which is recorded at Document No. 5146560 in the Cook County Recorder of Deeds and an assignment of which is recorded at Document No. 96957905 in the Cook County Recorder of Deeds, Mortgagor leases certain premises ("Leased Premises B") and, together with Leased Premises A, collectively, the "Leased Premises") located in Chicago, Illinois, and more particularly described on Exhibit A-8 attached hereto and incorporated by reference;

WHEREAS, Mortgagor is a party to a Revolving Credit Agreement of even date herewith (as the same may be amended, modified, supplemented, extended or restated from time to time, the "Credit Agreement"), among Mortgagor, Chicago AutoWerks, Inc., a Delaware corporation, and City Wide Towing, Inc., an Illinois corporation (collectively, the "Borrowers"), and Mortgagee and the Lenders, pursuant to which, and subject to the terms and conditions thereof, the Lenders have agreed to make loans and other extensions of credit to the Borrowers as evidenced by the Credit Notes of even date herewith (collectively, as the same may be amended, modified, supplemented, extended or restated from time to time, the "Credit

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Notes") in the aggregate original principal amount of FIFTY-FIVE MILLION AND 00/100 DOLLARS (\$55,000,000) made by the Borrowers, on a joint and several basis, to the order of the Lenders; and

WHEREAS, as security for the obligations of Mortgagor evidenced by the Credit Notes and pursuant to the Credit Agreement, Mortgagor has agreed to execute and deliver to Mortgagee this Mortgage, covering certain hereinafter described real and personal property belonging to Mortgagor;

NOW THEREFORE, KNOW ALL MEN, that Mortgagor, in consideration of the indebtedness herein recited and for other good and valuable consideration, receipt of which is hereby acknowledged, hereby irrevocably grants, bargains, sells, conveys, transfers, mortgages and assigns to Mortgagee, its successors and assigns, all of Mortgagor's estate, right, title and interest, if any, in, to and under the following described real property and grants a security interest to Mortgagee in and to all of Mortgagor's right, title and interest, if any, in the following described personal property (all of such real and personal property, collectively, the "Mortgaged Property"):

A. LAND:

Those certain tracts, pieces and parcels of land, more particularly described in Exhibits A-1 to A-6, attached hereto and incorporated herein by reference (collectively, the "Land" and, together with the Leased Premises, the "Premises").

B. GROUND LEASES AND LEASEHOLD ESTATES:

All of Mortgagor's right, title and interest in, to and under the Ground Leases and the leasehold estates granted thereby.

C. IMPROVEMENTS:

All buildings, structures, fixtures and other improvements of every kind, including, but not limited to, alleyways and connecting tunnels, sidewalks, utility pipes, conduits and lines (on-site and off-site), parking areas and roadways appurtenant to such buildings and structures presently situated upon the Premises (collectively, the "Improvements").

D. EASEMENTS:

All easements, bridges, rights of way, licenses, privileges, hereditaments and appurtenances belonging to or inuring to the benefit of the Premises; all interests in and rights, royalties and projects in connection with all minerals, oil and gas and other hydrocarbon substances therein or thereon; all development

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rights or credits, air rights, water, water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant) and water stock; and all right, title and interest of Mortgagor in and to the land lying within any street or roadway adjoining the Premises; and all right, title and interest of Mortgagor in and to any vacated or hereafter vacated streets or roads adjoining the Premises (collectively, the "Easements").

## E. PERSONAL PROPERTY:

All furnishings, fixtures, machinery, equipment and other personal property of every kind, description and nature whatsoever, now or hereafter located in or upon or affixed to the above-described Premises or Improvements, or any part thereof, or now or hereafter used or to be used in connection with any present or future operation thereof, and now owned or hereafter acquired by Mortgagor, including, without in any way limiting the generality of the foregoing: any and all (i) heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communications and power equipment and apparatus; (ii) gas, water and electrical equipment; and (iii) elevators, escalators, switchboards, engines, motors, tanks, pumps, partitions, conduits, ducts and compressors, together with any renewals, replacements or additions thereto or substitutions therefor; it being understood and agreed that all such fixtures, machinery, apparatus, equipment and other personal property are a part of and are declared to be a portion of the security for the indebtedness hereby secured, whether physically attached to the Improvements or not (collectively, the "Personal Property").

## F. PROCEEDS, AWARDS AND OTHER MONEYS:

All proceeds of any kind, including, without limitation, proceeds of sale, proceeds paid for any damage or loss to the Mortgaged Property or any part thereof, all awards, including interest, in connection with any condemnation or other taking of the Mortgaged Property, or any part thereof, or for conveyance in lieu thereof, and any and all other moneys which may from time to time become subject to the lien hereof, whether by conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims or otherwise (collectively, the "Proceeds").

## G. RENTS:

All of the rents, issues, benefits and profits of the Mortgaged Property.

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## H. LEASES:

All of the landlord's right, title and interest, owned by Mortgagor, in and to all leases (which term, as used herein, shall include all subleases, occupancy agreements, licenses, concession agreements and all other agreements or tenancies, however denominated, affecting the occupancy of the Mortgaged Property, or any portion thereof) now or hereafter affecting or pertaining to the Mortgaged Property and the business operations conducted thereon, together with all of the rents, issues, benefits and profits of the Mortgaged Property, including, without limitation, cash and securities deposited thereunder and the right to enforce, whether by action at law or in equity or by other means all provisions, covenants and agreements thereof.

## I. LICENSES:

All of Mortgagor's right, title and interest in and to any and all licenses, permits and approvals from time to time secured by Mortgagor with respect to the Mortgaged Property, or any portion thereof, including, without limitation, all water, sewer connection, building, access and curb cut permits.

## J. REPLACEMENTS AND SUBSTITUTIONS:

All of Mortgagor's right, title and interest in and to all replacements, substitutions and additions of or to any or all of the foregoing.

TO HAVE AND TO HOLD the same unto Mortgagee, and its successors and assigns forever, SUBJECT, HOWEVER, to the provisions of this Mortgage and those certain liens, encumbrances and other matters set forth in Exhibit B attached hereto and made a part hereof.

This conveyance is made to secure:

(i) Payment of the indebtedness of Mortgagor to the Lenders evidenced by the Credit Notes, together with interest on said indebtedness at the rates specified therein or any other promissory note made and delivered by Mortgagor to the Lenders in substitution, extension or replacement therefor, whether of the same amount or otherwise, which Credit Notes and any substitute, extension or replacement notes shall be hereinafter referred to collectively as the "Notes";

(ii) Payment by Mortgagor to Mortgagee of all sums expended or advanced by Mortgagee pursuant to any term or provision of this Mortgage;

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(iii) Payment and performance of all other "Obligations" (as defined in the Credit Agreement); and

(iv) Payment, performance and observance by Mortgagor of each and every covenant, condition and obligation contained in the Notes, the Credit Agreement, this Mortgage and any other document now or hereafter given by Mortgagor as additional security for the payment of the indebtedness hereby secured, or in connection therewith (all of such other documents, each as amended from time to time, collectively, the "Security Agreements").

This conveyance is made to secure revolving credit loans evidenced by the Notes and the Credit Agreement, and shall secure not only the existing indebtedness secured hereby, but also future advances, whether such advances are obligatory or to be made at the option of Lenders, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing with the Recorder of Deeds. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby at any one time shall not exceed three hundred percent (300%) of the face amount of the Notes, plus interest thereon, and any disbursements made for payment of rent under the Ground Leases or taxes, special assessments or insurance on the Mortgaged Property, with interest on such disbursements.

The Notes, the Credit Agreement and the Security Agreements are hereby incorporated herein by reference, with the same force and effect as if each of such documents, and all of the terms, conditions and provisions thereof, were set forth herein in their entirety, and copies of all such documents shall be maintained, and made available to parties having an interest therein, at the principal office of Mortgagor in Boston, Massachusetts.

Mortgagor hereby more particularly covenants and agrees to pay, perform or observe, as the case may be, all of the following additional covenants and agreements:

## ARTICLE 1

### Performance of Obligations

1.1 Mortgagor shall pay or cause to be paid all indebtedness hereby secured at the time or times and in the

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manner provided herein or in the Notes and the Credit Agreement, and shall pay or cause to be paid, as and when the same respectively become due and payable, all premiums for insurance maintained on the Mortgaged Property and all expenses of repair to the Mortgaged Property and all rent and other amounts due under the Ground Leases.

1.2 Mortgagor shall promptly and fully keep, perform and comply with, or cause to be so kept, performed and complied with, all the terms, provisions, covenants and conditions imposed upon Mortgagor hereunder, under the Notes, the Credit Agreement and the Security Agreements.

## ARTICLE 2

### Assignment of Leases, Rents and Permits

2.1 Mortgagor, as additional security, hereby assigns, sets over, and transfers to and for the benefit of Mortgagee, all leases, licenses, concession agreements, occupancy agreements and all other tenancy agreements and all of the rents, issues and profits of to the Mortgaged Property, provided, that Mortgagor shall be entitled to retain such rents, issues and profits as trustee for the benefit of Mortgagee until an Event of Default (as defined in the Credit Agreement) shall have occurred.

Mortgagor shall not, without Mortgagee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, (i) execute any leases of the Mortgaged Property; (ii) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment; or (iii) enter into any lease inconsistent with Mortgagor's usual and customary business with respect to the Mortgaged Property. Mortgagor shall not execute an assignment or pledge of any rents of the Mortgaged Property except as permitted by the Credit Agreement.

Nothing in this Mortgage or in any other documents relating to the obligations secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants as landlord under any of the leases or occupancy agreements 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. Unless waived by Mortgagee, all leases of any portion of the Mortgaged Property shall have subordination provisions, in form and substance reasonably satisfactory to Mortgagee, subordinating the interest of the tenants under such leases to this Mortgage, and all renewals, modifications, consolidations, replacements and extensions hereof and shall have attornment and

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noncancellation clauses in form and substance reasonably satisfactory to Mortgagee. Until the indebtedness evidenced by the Notes and other obligations secured by this Mortgage are paid in full, Mortgagee reserves the right to require that specific leases be made either superior to or inferior to the lien of this Mortgage.

In the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee or occupant under each lease or occupancy agreement of the Mortgaged Property shall, upon the written direction 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 such successor-in-interest shall not be bound by any payment of rent or additional rent for more than one month in advance, and shall not be bound by any amendment or modification to any lease made without the consent of Mortgagee or such successor-in-interest. Each lessee, upon request by such successor-in-interest, shall execute and deliver an instrument or instruments confirming such attornment.

If Mortgagor hereafter executes any material leases with respect to any portion of the Mortgaged Property, upon Mortgagee's request, Mortgagor shall execute and deliver a separate assignment of leases and rents with respect to leases of the Mortgaged Property. Upon execution and delivery of any such assignment of leases and rents, the terms thereof shall control to the extent such terms are inconsistent with the terms of this Section 2.1.

2.2 Mortgagor, as additional security, hereby assigns, sets over, and transfers to and for benefit of Mortgagee, all licenses, permits and all other public approvals necessary to operate the Mortgaged Property for its intended use, subject, however, to the terms and conditions of any separate Assignment of Licenses, Permits and Approvals from time to time delivered by Mortgagor to or for the benefit of Mortgagee with respect to the Mortgaged Property.

## ARTICLE 3

### Insurance

3.1 Mortgagor shall maintain, with financially sound and reputable insurers reasonably satisfactory to Mortgagee, such insurance with respect to the Mortgaged Property, and all property located in or on the Mortgaged Property, as is customary in type and kind for persons engaged in the same or similar business as Mortgagor and as Mortgagee may from time to time

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reasonably require by written notice to Mortgagor. Mortgagor shall provide Mortgagee with insurance certificates naming Mortgagee as an additional insured with respect to all such insurance.

3.2 Mortgagee shall have the right and is hereby irrevocably constituted and appointed the true and lawful attorney in fact of Mortgagor, coupled with an interest and with full power of substitution, delegation and revocation, in the name and stead of Mortgagor, but in the uncontrolled discretion of said attorney, at any time after the occurrence and during the continuance of an Event of Default, (i) to demand, adjust, sue for, compromise and collect any amounts due under such insurance policies in the event of loss, and (ii) to give releases for any and all amounts received in settlement of losses under such policies.

3.3 Any amounts so received shall, at Mortgagee's option, be applied, after first deducting the costs of collection, to the payment of the indebtedness secured hereby, whether or not then due, or to reimbursement of any taxes, payments in lieu of taxes, assessments, charges, insurance premiums or other obligations paid by Mortgagee pursuant hereto, or, notwithstanding the claims of any subsequent lienor, amounts so received with respect to casualty loss may be used or paid over to Mortgagor for use in repairing or replacing damaged buildings and improvements on the Mortgaged Property; provided, however, that if no Event of Default has occurred and is continuing and the cost of such repair and replacement, as reasonably determined by Mortgagee, will not exceed \$500,000 per site included within the Mortgaged Property, Mortgagee shall, upon request of Mortgagor, permit the use of casualty insurance proceeds for repair and replacement of damaged buildings and improvements. If Mortgagee so permits the use of casualty insurance proceeds for repair and replacement of damaged buildings and improvements, then the amounts payable to Mortgagee pursuant to this Article, or so much thereof as may be required for such purpose, shall be paid out from time to time as the work of repair or replacement progresses, upon such architects' certificates or other certificates, including certificates from title insurance companies, as Mortgagee may from time to time reasonably require, with respect to the cost of such repair or replacement and the status of title to the Mortgaged Property; provided, however, Mortgagee shall not be required to release or pay any portion of such proceeds unless (i) Mortgagor shall first furnish additional funds from sources other than the net amount of such proceeds which, together with said proceeds, shall be sufficient to cover the cost of repair or replacement as established by the certificate of an architect or engineer employed by Mortgagee at Mortgagor's reasonable expense; (ii) in the determination of the architect or engineer so employed, such repair or replacement may be effected within a

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period of twelve months or less; and (iii) such repair or replacement shall be effected promptly and in accordance with plans and specifications submitted to and approved by Mortgagee in the exercise of its reasonable judgment and diligently pursued to completion. Mortgagee shall at no time whatever, whether in possession of the Mortgaged Property or not, have any obligation to advance or make funds other than said proceeds available for the repair or replacement of the Mortgaged Property; provided, however, that the foregoing is not intended and shall not be construed to permit Mortgagee to impose additional conditions or limitations on advances under the Credit Agreement not otherwise therein provided.

3.4 If Mortgagee shall in any manner acquire title to the Mortgaged Property, it shall have the sole right to collect and retain all unearned premiums and dividends on any insurance policies in effect with respect to (and to the extent the same relate to) the Mortgaged Property, and Mortgagor shall only be entitled to a credit, in reduction of the then outstanding indebtedness secured hereby, in the amount of the short rate cancellation refund.

## ARTICLE 4

### Payment of Taxes

4.1 Mortgagor shall promptly pay or cause to be paid, when due, all taxes, assessments, water and sewer charges and all other charges of whatever nature which may at any time be assessed against, levied upon or constitute a lien on, the whole or any portion of the Mortgaged Property and any tax assessed against Mortgagee with respect to this Mortgage or the indebtedness hereby secured, whether under statutes now in force or that may hereafter be enacted; and Mortgagor shall promptly pay, when due, all other taxes (including corporate taxes, personal property taxes and payments in lieu of taxes), assessments or charges that might become a lien prior to this Mortgage or that might have priority in distribution of the proceeds of a judicial sale to the extent such payment by Mortgagor is lawful.

4.2 Notwithstanding the foregoing provisions of this Article, Mortgagor shall not be required to pay and discharge or cause to be paid and discharged any such tax, assessment or charge so long as the validity thereof shall be contested in good faith by appropriate proceedings, and so long as Mortgagor shall at all times have established and maintained, in accordance with generally accepted accounting principles, reserves equal to the amount being so contested (including the amount of any fine, penalty, further interest or cost that may become due thereon

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during such contest); provided, however, that payment in full with respect to any such tax, assessment or charge shall be made not less than twenty (20) days before to the first date upon which the Mortgaged Property, or any portion thereof, may be seized and sold in satisfaction thereof.

## ARTICLE 5

### Payment of Liens

5.1 Mortgagor shall pay, when the same shall become due and payable, all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any part thereof.

5.2 Notwithstanding the foregoing provisions of this Article, Mortgagor shall not be required to pay and discharge or cause to be paid and discharged any such claim so long as the validity thereof shall be contested in good faith by appropriate proceedings, and so long as Mortgagor shall at all times have established and maintained in accordance with generally accepted accounting principles, reserves equal to the amount being so contested (including the amount of any fine, penalty, further interest or cost that may become due thereon during such contest); provided, however, that payment in full with respect to any such claim shall be made not less than twenty (20) days before the first date upon which the Mortgaged Property, or any portion thereof, may be seized and sold in satisfaction thereof.

## ARTICLE 6

### Mortgagee's Right to Pay Rent Insurance Charges, Taxes and Liens

If Mortgagor fails to pay any amounts due under the Ground Leases, as rent or otherwise, insure the Mortgaged Property, or to pay and furnish receipts for all taxes, assessments and other charges, or to pay for all labor and materials, all as provided herein, Mortgagee may, at its option and upon ten (10) days written notice to Mortgagor (or upon such lesser notice if Mortgagee deems that the same is required to protect its interest in the Mortgaged Property): pay such amounts due under the Ground Leases; procure such insurance; pay such taxes, assessments and charges and any penalty and interest thereon; redeem the Mortgaged Property or any part thereof from any tax sale or procure such receipts; and pay for such labor and materials; and Mortgagor shall immediately pay to Mortgagee all sums which Mortgagee shall have so paid, together with interest

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thereon at the highest rate then prevailing under the terms of the Credit Agreement for overdue payments of principal from the date the same was paid, and for payment thereof, this Mortgage shall stand as security in like manner and effect as for the payment of the indebtedness evidenced by the Notes. The failure of Mortgagee to pay any amount due under the Ground Leases, to procure such insurance, to pay such taxes, assessments and charges or to redeem the Mortgaged Property or any part thereof from any tax sale, or to pay for labor and materials, shall in no way render Mortgagee liable to Mortgagor. If Mortgagee shall elect to advance any amount due under the Ground Leases, or insurance premiums, taxes, assessments or charges, or redeem from tax sale, or pay for labor or materials, the receipt of Ground Lessors, the insurance company, the proper tax official or supplier shall, in the absence of manifest error, be conclusive evidence of the amount, validity and the fact of payment thereof.

## ARTICLE 7

### Rent, Insurance and Tax Deposits

7.1 Mortgagee may, at any time after the occurrence and during the continuance of an Event of Default, at its option, upon ten (10) days written notice to Mortgagor, require Mortgagor to pay to Mortgagee, on the first day of each calendar month, a sum (hereinafter referred to as the "Deposited Rent Funds") equal to one-twelfth (1/12) of the annual ground rents and other charges payable under each of the Ground Leases, the amount of such ground rents and other charges to be reasonably estimated from time to time by Mortgagee. Mortgagee shall apply the Deposited Rent Funds to the payment of such ground rents and other charges and shall render an annual accounting to Mortgagor of all disbursements of the Deposited Rent Funds. If at any time prior to the due date of any particular item for which funds are deposited hereunder, Mortgagee estimates that there shall not be deposited with it one month prior to such due date a sum sufficient for the payment of such item in full, Mortgagor shall, upon demand, pay the amount of such deficiency to Mortgagee notwithstanding that there may already be deposited with Mortgagee sums for the payment of other items which are not yet due. If the amount of the Deposited Rent Funds shall exceed the amount necessary to pay such ground rents and other charges for the then current year, such excess shall be credited against future monthly deposits required hereunder. No interest shall be paid on the Deposited Rent Funds, and the Deposited Rent Funds may be commingled with Mortgagee's general funds. Upon payment in full of all sums secured by this Mortgage, any excess Deposited Rent Funds shall be refunded to Mortgagor. Upon the occurrence and during the continuance of an Event of Default hereunder, Mortgagee may apply against the indebtedness secured

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hereby, in such manner as Mortgagee may determine, any of the Deposited Rent Funds then held by Mortgagee.

7.2 Mortgagee may, at any time after the occurrence and during the continuance of an Event of Default, at its option, upon ten (10) days written notice to Mortgagor, require Mortgagor to pay to Mortgagee, on the first day of each calendar month, a sum (hereinafter referred to as the "Deposited Insurance Funds") equal to one-twelfth (1/12) of the annual premiums for the insurance required hereunder to be maintained on the Mortgaged Property, the amount of such premiums to be reasonably estimated from time to time by Mortgagee. Mortgagee shall apply the Deposited Insurance Funds to the payment of such premiums and shall render an annual accounting to Mortgagor of all disbursements of the Deposited Insurance Funds. If at any time prior to the due date of any particular item for which funds are deposited hereunder, Mortgagee estimates that there shall not be deposited with it one month prior to such due date a sum sufficient for the payment of such item in full, Mortgagor shall, upon demand, pay the amount of such deficiency to Mortgagee notwithstanding that there may already be deposited with Mortgagee sums for the payment of other items which are not yet due. If the amount of the Deposited Insurance Funds shall exceed the amount necessary to pay such premiums for the then current year, such excess shall be credited against future monthly deposits required hereunder. No interest shall be paid on the Deposited Insurance Funds, and the Deposited Insurance Funds may be commingled with Mortgagee's general funds. Upon payment in full of all sums secured by this Mortgage, any excess Deposited Insurance Funds shall be refunded to Mortgagor. Upon the occurrence and during the continuance of an Event of Default hereunder, Mortgagee may apply against the indebtedness secured hereby, in such manner as Mortgagee may determine, any of the Deposited Insurance Funds then held by Mortgagee.

7.3 Mortgagee may, at any time after the occurrence and during the continuance of an Event of Default, at its option upon ten (10) days written notice to Mortgagor, require Mortgagor to pay to Mortgagee, on the first day of each calendar month, a sum (hereinafter referred to as the "Deposited Tax Funds") equal to one-twelfth (1/12) of the annual taxes, assessments, water and sewer charges and all other charges upon the Mortgaged Property and/or upon Mortgagee with respect to the Mortgaged Property (for the purposes of this paragraph, collectively referred to as the "taxes"), the amount of such taxes to be reasonably estimated from time to time by Mortgagee. Mortgagee shall apply the Deposited Tax Funds to the payment of such taxes and shall render an annual accounting to Mortgagor of all disbursements of the Deposited Tax Funds. If at any time prior to the due date of any particular item for which funds are deposited hereunder, Mortgagee estimates that there shall not be deposited with it one

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month prior to such due date a sum sufficient for the payment of such item in full, Mortgagor shall, upon demand, pay the amount of such deficiency to Mortgagee notwithstanding that there may already be deposited with Mortgagee sums for the payment of other items which are not yet due. If the amount of the Deposited Tax Funds shall exceed the amount necessary to pay such taxes for the then current year, such excess shall be credited against future monthly deposits required hereunder. No interest shall be paid on the Deposited Tax Funds, and the Deposited Tax Funds may be commingled with Mortgagee's general funds. Upon payment in full of all sums secured by this Mortgage, any excess Deposited Tax Funds shall be refunded to Mortgagor. Upon the occurrence and during the continuance of an Event of Default hereunder, Mortgagee may apply against the indebtedness secured hereby, in such manner as Mortgagee may determine, any of the Deposited Tax Funds then held by Mortgagee.

## ARTICLE 8

### Maintenance and Repair

8.1 Mortgagor shall at all times keep and maintain the Mortgaged Property, including all Improvements and Personal Property now or hereafter installed or located thereon or used in connection therewith, in good repair, working order and condition as required for the normal conduct of its business.

8.2 Mortgagor shall not: permit any strip or waste of the Mortgaged Property; permit the violation of any law, ordinance or governmental regulation affecting the same or the use thereof; permit any conditions to exist which would wholly or partially invalidate any insurance on the Mortgaged Property; which, with respect to any of the foregoing, would materially and adversely affect the value thereof.

8.3 Mortgagor shall permit Mortgagee and its authorized representatives to inspect the Mortgaged Property during reasonable times, at reasonable intervals of time and upon reasonable notice subject to any security, health or safety requirements imposed by any applicable law, governmental agency or insurance requirement related to the Mortgaged Property.

8.4 Mortgagor shall, within thirty (30) days after demand by Mortgagee (or immediately upon demand in case of emergency), make such repairs, replacements, renewals or additions, or perform such items of maintenance to the Mortgaged Property as Mortgagee may reasonably require in order to maintain the Mortgaged Property at the standards required by this Article; provided, however, that if such required action cannot reasonably be completed within the time herein provided, then if Mortgagor

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shall so notify Mortgagee and immediately commence and carry out such action in a prompt and diligent manner, the time for completion thereof shall be extended to the period of time necessary to complete the same in a prompt and diligent manner (provided, further, however, that any such extension shall be permitted under the Ground Leases).

## ARTICLE 9

### Alterations

Except in the ordinary course of business, Mortgagor shall not:

9.1 remove or demolish any of the material Improvements;

9.2 make changes or alterations to the Improvements which would materially and adversely affect their general character or size;

9.3 materially and adversely alter the design or structural character of the Improvements; or

9.4 make any other material and adverse alteration or addition thereto;

without in each instance having first obtained the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed.

## ARTICLE 10

### Compliance With Ground Leases, Leases, Etc.

10.1 Mortgagor will not surrender its leasehold estate and interest in and to any Ground Lease, or alter, modify, change or waive any material term or provision thereof without the consent of Mortgagee (which consent shall not be unreasonably withheld, delayed or conditioned).

10.2 If Mortgagor shall fail to comply with any of the material terms, provisions, covenants or agreements set forth in the Ground Lease or imposed upon or assumed by Mortgagor as landlord, licensor or grantor under any lease, license, concession, occupancy or other tenancy agreement now or hereafter in effect, Mortgagee may (but shall not be obliged to) take, upon ten (10) days written notice to Mortgagor (or upon such lesser notice if Mortgagee deems that the same is required to protect its interest in the Mortgaged Property), any action which

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Mortgagee shall deem reasonably necessary to cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under any Ground Lease or any such lease, license, concession, occupancy or other tenancy agreement. Mortgagee may rely on any notice of default received from any ground lessor under a Ground Lease and may act thereon as herein provided, even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or any party acting on behalf of Mortgagor, and such notice of default shall be conclusive evidence that a default exists for the purposes of this Article. Mortgagor shall promptly deliver to Mortgagee a copy of any notice of default received from any Ground Lessor or any tenant, licensee, concessionaire or other occupant that is a party to any such lease, license, concession, occupancy or other tenancy agreement. Mortgagee shall have the right to enter upon the Mortgaged Property to such extent and as often as Mortgagee deems necessary in order to cure any such default by Mortgagor. Mortgagee may expend such sums of money as are reasonable and necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee, immediately upon demand, all sums so expended by Mortgagee, together with interest thereon from the date of such payment at the highest rate then prevailing under the terms of the Credit Agreement for overdue payments of principal, and until so paid by the Mortgagor, all sums so expended by Mortgagee, and the interest thereon, shall be added to and secured by the lien of this Mortgage.

## ARTICLE 11

### Management and Operation

11.1 Mortgagor shall not enter into any management or similar arrangement in respect of the Mortgaged Property without the express prior written consent of Mortgagee, which consent shall not be unreasonably withheld, delayed or conditioned.

11.2 Mortgagor shall operate the Improvements as offices, garages and/or parking lots in connection with Mortgagor's taxicab business as operated on the date hereof (and for such other uses as may be necessary or incidental thereto) (the "Permitted Use") as required by the Credit Agreement and shall repair and maintain the Mortgaged Property as required by the Credit Agreement.

## ARTICLE 12

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## ARTICLE 13

### Financial and Other Reports

Mortgagor shall provide Mortgagee with all of the financial and other reports required by the Credit Agreement as therein provided.

## ARTICLE 14

### Condemnation

14.1 Notwithstanding upon the receipt by Mortgagor of notice of the initiation of any proceeding or negotiations for the taking of any Mortgaged Property, or any part thereof, in condemnation or by the exercise of the power of eminent domain, Mortgagor shall give notice thereof to Mortgagee. During the continuance of any Event of Default, Mortgagee may appear in any such proceeding and participate in any such negotiations and may be represented therein by counsel of its choice, all at Mortgagor's cost and expense, and whether or not Mortgagee shall become a party to any such proceeding or negotiations, Mortgagor shall promptly give to Mortgagee copies of all notices, pleadings, judgments, determinations and other papers received by Mortgagor therein. Mortgagor shall not enter into any agreement consenting to or acquiescing in the taking of the Mortgaged Property, or any part thereof, by any governmental agency or instrumentality, or other person or legal entity authorized to acquire the same in condemnation or by eminent domain unless Mortgagee shall have first consented thereto in writing, which consent shall not be unreasonably withheld, conditioned or delayed.

14.2 Any award in excess of \$500,000 per site included within the Mortgaged Property whether paid as a result of a negotiated settlement or judgment, shall be paid to Mortgagee (Mortgagor hereby assigning such award to Mortgagee), and Mortgagee is hereby irrevocably constituted and appointed the true and lawful attorney in fact, coupled with an interest and with full power of substitution, delegation, and revocation, of Mortgagor for such purpose and as such is duly authorized and empowered to collect and receive the total amount of such award, including interest, and to give proper receipts and acquittances therefor. All awards paid or payable to Mortgagor on account of any such taking shall be applied to the payment and discharge of the indebtedness secured hereby in such order of priority as Mortgagee shall determine. To the extent that such award or awards exceed the amount required to pay in full the principal and interest under the Notes and all other indebtedness secured hereby, Mortgagee shall pay over to the person or persons legally entitled thereto the amount of such excess; provided, however,

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that until the actual vesting of title in the condemning authority in such proceeding or pursuant to any agreement in lieu or in settlement thereof, the obligations of Mortgagor to perform the terms, covenants and conditions of this Mortgage shall continue unimpaired. In no event shall Mortgagee be required to satisfy or discharge this Mortgage until the principal, interest and all other sums and charges secured hereby are paid in full.

## ARTICLE 15

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## ARTICLE 16

### Government Regulations

Mortgagor shall comply in all material respects with all present and future laws, ordinances, rules, regulations, directives and other requirements of all governmental authorities whatsoever having jurisdiction over the Mortgaged Property or the use or occupation thereof; provided, however, that Mortgagor may postpone such compliance (provided such non-compliance shall not (i) subject Mortgagee to liability or criminal prosecution or any other penalty, (ii) jeopardize the safety or condition of the Mortgaged Property, or (iii) constitute a possible default by Mortgagor under any Ground Lease or any lease, license, concession, occupancy or other tenancy agreement) if and so long as the validity or legality of any such governmental requirement shall be contested by Mortgagor in good faith by appropriate legal proceedings, and so long as Mortgagor shall at all times have established and maintained, in accordance with generally accepted accounting principles, reserves equal to the liability, if any, in question with respect to such requirement (including the amount of any fine, penalty, further interest or cost that may become due thereon by reason of such contest).

## ARTICLE 17

### Transfer of Interest in Mortgaged Property

Except (a) in connection with a voluntary prepayment of the entire outstanding principal balance of the Notes when and as permitted thereunder and all other indebtedness secured hereby or (b) as the Credit Agreement may otherwise expressly provide, Mortgagor shall not, directly or indirectly, sell, convey, mortgage, pledge, hypothecate, encumber, lease, assign or otherwise transfer the Mortgaged Property or any portion thereof or any interest therein without in each instance obtaining the

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prior written consent of Mortgagee, which consent may be given or withheld by Mortgagee in each instance in its sole discretion for any reason or no reason, except as otherwise provided in the Credit Agreement.

## ARTICLE 18

### Impairment of Mortgage

Mortgagor shall not do or suffer any act or thing to be done, or omit to do any act or thing, if such act or thing, or such forbearance or omission, would impair the security of the lien of this Mortgage.

## ARTICLE 19

### Stamp Taxes

Mortgagor shall pay any stamp taxes or any fees imposed by any governmental authority with respect to the execution, recordation, assignment or discharge of this Mortgage, or the Notes, the Credit Agreement or the Security Instruments, or any other instrument executed and delivered or assigned to Mortgagee in connection with this Mortgage or the indebtedness secured hereby.

## ARTICLE 20

### Mortgage Taxes

In the event of the passage, after the date of this Mortgage, of any law imposing upon Mortgagee or the Lenders the obligation to pay, in whole or in part, the taxes, assessments, charges or liens herein required to be paid by Mortgagor, or changing in any way the laws for the taxation of mortgages, deeds of trust or debts secured by mortgages or deeds of trust for state or local purposes or the manner of the collection of any such taxes, so as to affect this Mortgage, then Mortgagor shall pay such taxes, assessments, charges or liens imposed under any such future law or reimburse Mortgagee therefor (and the same will not amount to an exaction of interest in excess of the highest rate permitted by law) to the extent such payment by Mortgagor is lawful.

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## ARTICLE 21

### Collection Costs

21.1 Mortgagor agrees, by execution hereof, to pay all reasonable costs, charges and expenses, including: (i) reasonable attorneys' fees and expenses, heretofore or hereafter incurred by Mortgagee and the Lenders in connection with this Mortgage, the Notes, the Credit Agreement and the Security Agreements and any amendments or supplements hereto or thereto, and any other documents executed herewith or pursuant hereto or any interpretation, enforcement or other question arising under any such document or in connection with the enforcement of the Mortgagee's and the Lenders' rights hereunder or under the Notes, the Credit Agreement or the Security Agreements in the event of a default hereunder or thereunder; and (ii) title examinations, title insurance premiums, insurance premiums, recording costs and all other reasonable costs, charges and expenses incurred in connection with the transactions contemplated hereby, whether or not such are incurred directly by and/or solely for the benefit of Mortgagee.

21.2 Without limiting the generality of the foregoing, Mortgagor further agrees that in the event that the indebtedness secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or in the event said indebtedness or this Mortgage is put into the hands of an attorney for collection, suit, action or foreclosure, or in the event of the foreclosure of any mortgage prior to or subsequent to this Mortgage, in which proceeding Mortgagee is made a party, or in the event of the bankruptcy of Mortgagor, or an assignment by Mortgagor for the benefit of creditors, Mortgagor, its successors or assigns, shall be chargeable with all costs of collection, including reasonable attorneys' fees which in no event shall exceed such maximum amount as may be permitted by law, including attorneys' fees for all appellate proceedings involved therein, which shall be due and payable at once; the payment of which charges and fees, together with all costs and expenses, shall be secured hereby, and may be recovered in any suit or action hereupon or hereunder.

## ARTICLE 22

### Events of Default

The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") under this Mortgage:

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22.1 Should there occur a default under any Ground Lease which would entitle the landlord thereunder to terminate such Ground Lease or should there occur an Event of Default (as defined therein) under the Credit Agreement; or

22.2 Should Mortgagor fail to perform any of its other obligations, covenants, or agreements contained herein, and should such failure or default continue for thirty (30) days; provided, however, that if the curing of such default cannot be accomplished with reasonable diligence within said period of time, and if Mortgagor commences to cure such default promptly after receipt of notice thereof from Mortgagee, and thereafter prosecutes the curing of such default with all reasonable diligence, such period of time shall be extended to such period of time (not to exceed an additional sixty (60) days) as may be necessary to cure such default with all reasonable diligence.

## ARTICLE 23

### Amendments, Waivers, Etc.

23.1 No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, shall be valid unless in writing and signed by the parties to be charged therewith or their respective successors and assigns.

23.2 No waiver, forbearance, extension of time or other indulgence shown by Mortgagee to Mortgagor or to any person now or hereafter interested herein or in the Mortgaged Property or in the Notes, the Credit Agreement, or the Security Agreements or any other instrument evidencing the indebtedness of Mortgagor to Mortgagee and the Lenders with respect to any or any combination of conditions, covenants or agreements on the part of the Mortgagor to be performed or observed as set forth or referred to herein or in the Notes, the Credit Agreement, the Security Agreements, or said other instruments, shall affect the right of Mortgagee thereafter to require performance or observance of the same or any other condition, covenant or agreement.

## ARTICLE 24

### Mortgagee Appointed Attorney

Mortgagee shall be and is hereby authorized and empowered, for and in the name or names and on behalf of Mortgagor and/or Mortgagee, and shall be and is hereby irrevocably made, constituted and appointed Mortgagor's true and lawful attorney-in-fact, coupled with an interest and with full power of

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substitution, delegation and revocation, to do the following upon the occurrence and during the continuance of an Event of Default:

24.1 In the event of foreclosure of this Mortgage or any transfer of title to the Mortgaged Property to a third-party purchaser pursuant to the powers hereinafter granted Mortgagee, to transfer its right, title and interest in and to the proceeds of any policies of insurance in effect with respect to (and to the extent that the same relates to) the Mortgaged Property to any purchaser of the Mortgaged Property without obligation to account therefor to any person claiming title to the Mortgaged Property; provided, however, that any amounts received by Mortgagee under said policies by way of refunds, dividends or otherwise, as aforesaid, shall be applied to the payment of the indebtedness secured hereby, and any surplus shall be paid over as a surplus on foreclosure;

24.2 To cause the assignment to Mortgagee of any lease, license, concession, occupancy or other tenancy agreement with respect to the Mortgaged Property which has not been so assigned by Mortgagor after request therefor from Mortgagee;

24.3 If at any time any portion of the Improvements or Personal Property shall be unprotected, unguarded, vacant or deserted, to employ, at its option, watchmen for the Improvements and Personal Property and to expend any monies deemed by it necessary to protect the same from waste, depredation or injury; and the amount of monies expended for such purposes, with interest from the time of payment at the highest rate then prevailing under the terms of the Credit Agreement for overdue payments of principal, shall be due from and payable by Mortgagor to Mortgagee on demand and shall be added to the indebtedness of Mortgagor to Mortgagee, bear interest at the highest rate then prevailing under the terms of the Credit Agreement for overdue payments of principal, and together with such interest, be secured by this Mortgage; and

24.4 In any action or other proceeding with respect to the Mortgaged Property in which Mortgagee shall become a party or which may affect any rights of Mortgagee hereunder with respect to the Mortgaged Property or the lien of this Mortgage thereon (other than any action or proceeding between Mortgagor and Mortgagee and the Lenders (as defined therein) under the Credit Agreement), to appear, prosecute, defend, intervene and retain counsel in such action or proceeding and to take such other and further action in connection therewith as Mortgagee, its successors or assigns, shall deem advisable; and the costs thereof (including attorneys' fees and all applicable statutory costs, allowances and disbursements) shall be paid by Mortgagor to Mortgagee on demand and, until paid, shall be a lien on the Mortgaged Property, prior to any right or title to, interest in

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or claim upon the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage.

## ARTICLE 25

### Mortgagee's Rights Upon Default

Upon the occurrence of any Event of Default hereunder, Mortgagee shall have the right, forthwith, at its election, to exercise any and all rights and remedies granted to Mortgagee under this Mortgage, the Notes, the Credit Agreement or any Security Agreement or otherwise available to Mortgagee at law or in equity, all of which rights and remedies shall be cumulative and not exclusive, and which shall include, without limitation, the following:

25.1 Mortgagee shall have the right forthwith, at its election, to declare the entire indebtedness of Mortgagor under the Notes immediately due and payable; and, in any such case, the prepayment premium, if any, which would have been applicable to a voluntary prepayment of the indebtedness at the time of such declaration by Mortgagee shall be treated as part of the indebtedness secured hereby and added to and become a part of the principal thereof;

25.2 Mortgagee shall have the right, forthwith, at its election, and without further notice or demand and without the commencement of any action to foreclose this Mortgage, to enter immediately upon and take possession of the Mortgaged Property without further consent or assignment by Mortgagor, with the right to make, modify, enforce, cancel or accept surrender of any lease, contracts and agreements, evict tenants, lease the Mortgaged Property, or any part thereof, and to collect and receive all of the rents, issues and profits, and all other amounts past due, due or to become due to Mortgagor by reason of its ownership of the Mortgaged Property, and to apply the same, after the payment of all necessary charges and expenses in connection with the operation of the Mortgaged Property (including any managing agent's commission, at the option of Mortgagee), on account of interest and principal amortization under the Notes, taxes, payments in lieu of taxes, water and sewer charges, assessments and insurance premiums with respect to the Mortgaged Property, and any advance made by Mortgagee for improvements, alterations or repairs to the Mortgaged Property or on account of any other indebtedness hereby secured. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact to institute summary proceedings against any tenant, licensee, concessionaire or other occupant of any portion of the Mortgaged Property who shall fail to comply with the provisions of any

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covenant, agreement or condition applicable to the possession or occupancy of the Mortgaged Property by such tenant, licensee, concessionaire or other occupant. If Mortgagor or any other person claiming by, through or under it is occupying all or any part of the Mortgaged Property, it is hereby agreed that Mortgagor and each such other person shall pay a reasonable rental for the use thereof, monthly in advance, to Mortgagee; and

25.3 Mortgagee may foreclose this Mortgage to collect all or any part of the indebtedness secured hereby, by instituting a foreclosure action in any court having jurisdiction. Mortgagee shall have the right to purchase all or any portion of the Mortgaged Property at any foreclosure sale.

25.4 Mortgagee may, without demand or notice of any kind, at any time when an amount shall be due and payable under the Notes, the Credit Agreement or this Mortgage, appropriate and apply toward the payment of such amount, and in such order of application as Mortgagee may from time to time elect, any property, balances, credits, deposits, accounts or moneys of Mortgagor in the possession or control of Mortgagee for any purpose and howsoever acquired, including without limitation, any moneys deposited pursuant to this Mortgage.

25.5 Mortgagee may exercise any and all rights of a secured party with respect to all fixtures, chattels and Personal Property provided under the Illinois Uniform Commercial Code.

25.6 Mortgagee shall have and may exercise all rights, powers, privileges, options and remedies of any person, entity or body politic to whom Mortgagee renders payment or performance in connection with the exercise of its rights and remedies under the Security Agreements, including without limitation any rights, powers, privileges, options and remedies under any mechanic's or vendor's lien or liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Mortgaged Property, to the extent that the sums are paid or discharged pursuant hereto or form the proceeds of the Notes, whether or not released of record.

25.7 Upon the occurrence of any Event of Default hereunder, to seek the immediate appointment by any court of competent jurisdiction of a receiver for the Mortgaged Property and the business of Mortgagor in connection therewith and of the rents and profits arising therefrom which receiver shall be entitled to immediate possession of the entire Mortgaged Property, whether or not occupied by Mortgagor. Mortgagee shall be entitled to the appointment of such a receiver as a matter of right without consideration of the value of the Mortgaged Property or other security for the amounts due Mortgagee or the solvency of any

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person or corporation liable for the payment of such amounts. If Mortgagor is then in possession of the Mortgaged Property or any portion thereof, Mortgagor shall immediately, upon the appointment of such receiver pay a reasonable rental for the use thereof, during such receivership, to be agreed upon between said receiver and Mortgagor or to be fixed by the court in which said receiver shall have been appointed; and the relationship between said receiver and Mortgagor shall be that of landlord and tenant.

25.8 Mortgagee may take such other actions or commence such other proceedings as Mortgagee deems necessary or advisable to protect its interest in the Mortgaged Property and its ability to collect the indebtedness secured hereby as are available under applicable laws, ordinances and rules of courts having jurisdiction.

25.9 Nothing herein contained shall be construed as constituting the Mortgagee as mortgagee in possession of any Mortgaged Property in the absence of the actual taking of possession of such Mortgaged Property by Mortgagee.

25.10 All sums received by Mortgagee less all costs and expenses incurred by Mortgagee, including, without limitation, reasonable attorneys' fees and disbursements, renovations, repairs and replacements made or authorized by Mortgagee and all expenses incident to Mortgagee taking possession of any Mortgaged Property, and such sums as Mortgagee deems appropriate as a reserve to meet future expenses of the Mortgaged Property, shall be applied to the indebtedness secured hereby in such order as Mortgagee shall determine. Thereafter, any balance shall be paid to the person or persons legally entitled thereto.

25.11 If Mortgagee shall incur or expend any sums, including reasonable attorneys' fees, whether or not in connection with any action or proceeding to sustain the lien of this Mortgage or its priority, or to protect or enforce any of Mortgagee's rights hereunder, or to recover any indebtedness secured hereby, or on account of its being Mortgagee hereunder or its making the loans evidenced by the Notes, including without limitation Mortgagee's participation in any bankruptcy proceeding commenced by or against Mortgagor, all such sums shall become immediately due and payable by Mortgagor with interest thereon at the highest rate then prevailing under the terms of the Credit Agreement for overdue payments of principal of Base Rate Loans (as defined in the Credit Agreement). All such sums shall be secured by this Mortgage and be a lien on the Mortgaged Property prior to any right, title, interest or claim in, to or upon the Mortgaged Property attaching or accruing subsequent to the date of this Mortgage. Without limitation of the generality of the foregoing, in any civil action to foreclose the lien hereof, there shall be allowed and included as additional indebtedness

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secured hereby in the order or judgment for sale all costs and expenses which may be paid or incurred by or on behalf of Mortgagee or the holder of the Notes for reasonable attorneys' fees, appraisers' fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Property, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies and commitments therefor, and similar data and assurances with respect to title as Mortgagee or the holders of the Notes may deem to be reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to or value of the Mortgaged Property or for any other reasonable purpose. The amount of any such costs and expenses which may be paid or incurred after the order or judgment for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the order or judgment for sale.

25.12 If Mortgagee in one or more instances: (i) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Mortgage; (ii) takes other or additional security for the payment thereof; (iii) waives or fails to exercise any right granted herein or under the Notes, the Credit Agreement or in any other Security Agreement; (iv) grants, with or without consideration, any release from the lien of this Mortgage or any other Security Agreement of the whole or any part of the security held for the payment of indebtedness secured hereby (whether or not such security is the property of Mortgagor or others); (v) agrees to any amendment or modification of any of the terms and provisions hereof or of the Credit Agreement or the Notes or of any other instrument securing the Notes, then and in any such event, any such act or omission to act shall not: (a) release Mortgagor or any co-makers, sureties or guarantors of this Mortgage or of the Notes from any covenant of this Mortgage or the Notes, the Credit Agreement or any other Security Agreement, nor (b) preclude Mortgagee from exercising any right, power, privilege, option or remedy granted herein or in any other Loan Document or so intended to be granted upon the occurrence of any Event of Default or otherwise, nor (c) in any way impair or affect the lien or priority of the lien of this Mortgage.

25.13 No right, power, privilege, option or remedy of Mortgagee under this Mortgage, the Notes, the Credit Agreement or any other Security Agreement shall be exclusive of, but shall be in addition to, every other right, power, privilege, option and remedy under this Mortgage, the Notes and the Credit Agreement and every other right, power, privilege, option and remedy now or hereafter existing at law or in equity. Every such right, power,

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privilege, option and remedy may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee. No delay in exercising or omitting to exercise any right, power, privilege, option or remedy accruing on any default shall impair any such right, power, privilege, option or remedy or shall be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. A waiver of any of the terms, covenants, conditions or provisions hereof, or of the Notes or the Credit Agreement or of any other instrument given by Mortgagor to secure the indebtedness secured hereby, shall apply to the particular instance and at the particular time only; and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Mortgage, the Notes, the Credit Agreement and of such other instruments shall survive and continue to remain in full force and effect.

25.14 Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or so-called "Moratorium Laws", whether now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor hereby waives the benefit of all 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 Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold in one parcel as an entirety or in such parcels, manner or order as the Mortgagor in its sole discretion may elect.

25.15 To the fullest extent allowed by applicable law, Mortgagor hereby releases and waives: (i) any and all rights under and by virtue of the homestead exemption laws of the State of Illinois; (ii) all rights to retain possession of the Mortgaged Property after an Event of Default; and (iii) any and all rights of reinstatement and redemption from sale under any order or judgment of foreclosure of this Mortgage or under any sale or statute or order, decree or judgment of any court relating to this Mortgage, on behalf of itself and each and every person acquiring any interest in or title to any portion of the Mortgaged Property, it being the intent hereof that any and all such rights of reinstatement and redemption of Mortgagor and of all such other persons are and shall be deemed to be hereby waived to the maximum extent and with the maximum effect permitted by the provisions of the Illinois Mortgage Foreclosure Law, including without limitation Sections 5/15-1601 and 15/15-1602 and any other applicable sections thereof, and to the maximum extent and with the maximum effect permitted by the

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provisions of all other applicable laws or by any successor or replacement statutes.

## ARTICLE 26

### Mortgagee's Rights to Release and Negotiate

26.1 Without affecting the liability of Mortgagor, or any other person (except any person expressly released in writing), for payment of the indebtedness hereby secured or for the performance of any obligations set forth or referred to in this Mortgage, the Notes, the Credit Agreement or the Security Agreements, and without affecting any lien or other security not expressly released in writing, Mortgagee at any time, and from time to time, either before or after maturity of the Notes, and without notice or consent (except any consent of the Lenders that may be required under the Credit Agreement), may:

26.1.1 release any person liable for payment of said indebtedness, or for the performance of any of said obligations;

26.1.2 make any agreement extending the time, or otherwise altering the terms of payment of said indebtedness, or modifying or waiving any of said obligations, or subordinating, modifying or otherwise dealing with the lien securing payment of the Notes;

(i) exercise or refrain from exercising or waive any right Mortgagee may have;

(ii) accept additional security of any kind; or

(iii) release or otherwise deal with any property, real or personal, securing said indebtedness, including all or any part of the Mortgaged Property.

26.2 In the event that Mortgagor shall, with or without the consent of Mortgagee, transfer or convey its interest in the Mortgaged Property, or suffer or permit any such transfer or conveyance, to a third party or parties, whether or not in compliance with this Mortgage, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby, either by way of forbearance on the part of Mortgagee or extension of the time of payment of the indebtedness or any sum hereby secured, without in any way modifying or affecting the transfer or conveyance under this Mortgage or the original liability of Mortgagor for the indebtedness secured hereby, either in whole or in part. Nothing in this paragraph, however,

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shall be deemed to render unnecessary the consent of Mortgagee to any such transfer or conveyance, as required hereunder, and no action taken by Mortgagee pursuant to this Section shall be deemed to be a consent to any such transfer or conveyance.

26.3 Except as otherwise specifically provided herein, all payments on the indebtedness hereby secured, and all proceeds from foreclosure sales, shall be applied first to the Obligations in such order of priority as Mortgagee may elect.

## ARTICLE 27

### Reaffirmation of Loan - Protection of Security

27.1 Mortgagor, within ten (10) days after request by Mortgagee, shall furnish to Mortgagee a written statement, duly acknowledged, of the amount of the unpaid balance of the Notes, of the existence of any offsets or defenses against the Notes, and such other information as Mortgagee may reasonably request.

27.2 At any time and from time to time until payment of the indebtedness secured hereby and upon request of Mortgagee, Mortgagor will promptly execute, notarize and deliver to Mortgagee such additional instruments as Mortgagee may reasonably require to evidence further the lien of this Mortgage and to protect further the security position of Mortgagee with respect to the property subject to this Mortgage, including, without limitation, additional chattel mortgages, security agreements, financing statements, continuation statements and the like, covering items of personal property, replacements thereof and additions thereto; provided, however, that Mortgagor shall have no increased additional liability thereunder.

## ARTICLE 28

### Mortgagor to Surrender Possession

In the event of any sale of the Mortgaged Property under the provisions hereof, Mortgagor shall forthwith surrender possession thereof to the purchaser. Upon failure to do so, Mortgagor shall thereupon be a tenant at sufferance of such purchaser, and upon its failure to surrender possession of the Mortgaged Property upon demand, such purchaser, his heirs or assigns, shall be entitled to institute and maintain an appropriate action for possession of the Mortgaged Property.

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## ARTICLE 29

### Improvements and Personal Property Subject Hereto

As between the parties hereto and all others except holders of prior liens and the Permitted Encumbrances, it is agreed that all additions to the Improvements, including all machinery, equipment and fixtures useful in the operation and management of the Mortgaged Property regardless of the manner in which they are attached to the Improvements are, or shall be upon affixation, subject to the lien hereof. This provision shall be cumulative and not exclusive. This provision shall not apply to items owned by any ground lessor under the Ground Leases or any items installed by a tenant under any lease (other than any Ground Lease) which remain the property of the tenant pursuant to the terms of such tenant's lease.

## ARTICLE 30

### Preservation of Easements and Licenses

Mortgagor shall maintain, preserve and renew all rights of way, easements, grants, privileges, licenses and franchises necessary for the use of the Mortgaged Property from time to time and will not, without the prior consent of the Mortgagee (which consent shall not be unreasonably withheld, conditioned or delayed), initiate, join in or consent to any private restrictive covenant or other public or private restriction as to the use of the Mortgaged Property. Mortgagor shall, however, comply in all material respects with all restrictive covenants which may at any time affect the Mortgaged Property, and all zoning ordinances and other public or private restrictions as to the use of the Mortgaged Property.

## ARTICLE 31

### Security Agreement

31.1 It is the intent of the parties hereto that this instrument shall constitute a security agreement within the meaning of the Uniform Commercial Code (as from time to time in effect in the State of Illinois) with respect to all fixtures, chattels and Personal Property above referred to and all replacements thereof, substitutions therefor, accessions and additions thereto and proceeds thereof, and that a security interest shall attach thereto for the benefit of Mortgagee to secure the indebtedness evidenced by the Notes and all other obligations secured by this Mortgage, and all other sums and charges which may become due hereunder or thereunder.

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31.2 To the extent permitted by law, a carbon, photographic or other reproduction of this Mortgage or a financing statement shall be sufficient as a financing statement.

## ARTICLE 32

### Invalidity of Provisions

32.1 All agreements between Mortgagor and Mortgagee contained herein are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the Notes, or otherwise, shall the amount paid or agreed to be paid to Mortgagee for the use, forbearance or detention of the principal amount evidenced by the Notes and secured by this Mortgage exceed the maximum permissible under applicable law the benefit of which may be asserted by the Mortgagor as a defense, and if, from any circumstances whatsoever, fulfillment of any provision of the Notes and this Mortgage, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, or if from any circumstances Mortgagee should ever receive as interest under the Notes or this Mortgage such an excessive amount, then, ipso facto, the amount which would be excessive interest shall be applied to the reduction of the principal balance as evidenced by the Notes and secured by this Mortgage and not to the payment of interest. This provision shall control every other provision of all agreements between Mortgagor and Mortgagee.

32.2 In case any one or more of the provisions contained in the Notes, the Credit Agreement or in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

## ARTICLE 33

### Assignment

Subject to the terms of the Credit Agreement, any of Mortgagee or the Lenders may assign all or any portion of its rights under the Notes, this Mortgage, the Credit Agreement or the Security Agreements, and in the event of such permitted assignment Mortgagor shall accord full recognition thereto.

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## ARTICLE 34

### Notices

Unless otherwise specified herein, all notices hereunder to any party shall be in writing and shall be deemed to have been given when delivered by hand, or when sent by electronic facsimile transmission or by telex, answer back received, or on the first Business Day (as defined in the Credit Agreement) after delivery to any overnight delivery service, freight pre-paid, or three days after being sent by certified or registered mail, return receipt requested, postage pre-paid, and addressed to such party at its address indicated below:

If to Mortgagor to:

Yellow Cab Company  
c/o The Stamford Capital Group, Inc.  
1266 Main Street, 6th Floor  
Stamford, Connecticut 06902  
Attention: President  
[Telecopier No. (203) 425-2079]

with a copy to:

Sonnenschein, Nath & Rosenthal  
1221 Avenue of the Americas  
24th Floor  
New York, New York 10020  
Attention: Philip A. Haber, Esq.  
[Telecopier No. (212) 391-1247]

If to Mortgagee:

First National Bank of Boston  
100 Federal Street  
Boston, Massachusetts 02110  
Attention: Howard C. Bailey  
[Telecopier No. (617) 434-2309]

With a copy to:

Sullivan & Worcester LLP  
One Post Office Square  
Boston, Massachusetts 02109  
Attn: William A. Levine, Esq.  
[Telecopier No. (617) 338-2880]

or at any other address specified by such party in writing.

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## ARTICLE 35

### Future Advances

Without limiting the generality of any other provision hereof, the obligations of Mortgagor secured hereby shall include (a) all existing indebtedness of Mortgagor to Mortgagee evidenced by the Notes and the Credit Agreement and all renewals, extensions, modifications and replacements thereof, and (b) all future advances that may be subsequently made by Mortgagee or the Lenders pursuant to the Notes and the Credit Agreement and all renewals, extensions, modifications and replacements thereof. Mortgagor hereby agrees to execute any and all supplemental notes, agreements or other documents as Mortgagee may reasonably request to evidence such future advances, which such supplemental Notes, Credit Agreement or other document shall be similar in form and substance to the existing notes, agreements and other documents from Mortgagor in favor of Mortgagee.

## ARTICLE 36

### Illinois Mortgage Foreclosure Act

Mortgagee shall have the benefit of and may exercise any and all of the rights and remedies set forth in the Illinois Foreclosure Act, 735 ILCS 5/15, et seq. (the "Foreclosure Act"), as amended from time to time, and such provisions of the Foreclosure Act are incorporated herein by express reference.

## ARTICLE 37

### General Provisions

37.1 The captions in this Mortgage are for convenience and reference only and do not define, limit or describe the scope of the provisions hereof.

37.2 This Mortgage shall inure to the benefit of and bind (i) the successors and assigns of Mortgagee and (ii) the heirs, administrators, executors, successors and assigns of Mortgagor, as if all the aforesaid were herein mentioned whenever the parties hereto are referred to. This instrument shall be so construed that whenever applicable with reference to any of the parties hereto, the use of the singular number shall include the plural number, the use of the neuter gender with respect to Mortgagor shall include the masculine and feminine gender, and shall likewise be so construed as applicable to and including a corporation or corporations or any other entity that may be a party or parties hereto.

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37.3 No failure by Mortgagor or Mortgagee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term. To the extent permitted by law, no waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

37.4 To the extent permitted by law, each legal, equitable or contractual right, power and remedy of Mortgagee, now or hereafter provided either in this Mortgage or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by Mortgagee or Mortgagor of any one or more of such rights, powers and remedies shall not preclude the simultaneous or subsequent exercise by Mortgagee or Mortgagor of any or all of such other rights, powers and remedies.

37.5 This Mortgage shall be interpreted, construed, applied and enforced in accordance with the laws of The Commonwealth of Massachusetts applicable to contracts between residents of Massachusetts which are to be performed entirely within Massachusetts, regardless of (i) where this Mortgage is executed or delivered; or (ii) where any payment or other performance required by this Mortgage is made or required to be made; or (iii) where any breach of any provision of this Mortgage occurs, or any cause of action otherwise accrues; or (iv) where any action or other proceeding is instituted or pending; or (v) the nationality, citizenship, domicile, principle place of business, or jurisdiction of organization or domestication of any party; or (vi) whether the laws of the forum jurisdiction otherwise would apply the laws of a jurisdiction other than The Commonwealth of Massachusetts; or (vii) any combination of the foregoing. Notwithstanding the foregoing, the creation of this Mortgage, the attachment and perfection of the lien or security interest in the Mortgaged Property and the rights and remedies of Mortgagee and the enforcement thereof with respect to the Mortgaged Property, and procedural matters, as provided herein and by the laws of the State of Illinois, shall be governed by and construed in accordance with the internal laws of the State of Illinois.

To the maximum extent permitted by applicable law, Mortgagor consents to the jurisdiction of any of the federal or state courts located in The Commonwealth of Massachusetts in connection with any suit to enforce the rights of Mortgagee under this Mortgage. The Mortgagor irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such action brought in the courts referred to in the preceding

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sentence and irrevocably waives and agrees not to plead or claim in any such action that such action has been brought in an inconvenient forum.

37.6 Mortgagor shall have the privilege of making prepayment on the principal of the Notes in whole or in part in accordance with the terms and conditions set forth in the Notes and the Credit Agreement.

37.7 In the event of any conflict between the provisions of this Mortgage and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall control.

37.8 Upon payment and performance in full of the Obligations in accordance with the terms of the Credit Agreement and the Security Documents, at the expense of Mortgagor, Mortgagee shall execute and deliver to Mortgagor such instruments releasing the lien of this Mortgage as Mortgagor may reasonably request.

37.9 Notwithstanding any provision in this Mortgage to the contrary, neither the definition of the term "Mortgaged Property" nor any right or remedy granted to Mortgagee in this Mortgage is intended or shall be construed to grant to Mortgagee any right or interest with respect to any (a) "Public Passenger Vehicle Licenses" issued by the Department of Consumer Services of the City of Chicago, Illinois, (b) motor vehicles, or (c) licenses or permits relating to the ownership or operation of motor vehicles or taxicabs in the City of Chicago (the "Taxi Property"), it being the agreement of Mortgagor and Mortgagee that a security interest in the Taxi Property has been granted concurrently herewith to Mortgagee pursuant to those certain instruments executed pursuant to the terms of the Credit Agreement.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement to be duly executed under seal as of the date above first written.

YELLOW CAB COMPANY

By: 

Its: VICE PRESIDENT

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STATE OF MASSACHUSETTS

COUNTY OF Suffolk

On this 17<sup>th</sup> day of January, 1997, before me personally appeared Scott Dunn, VICE PRESIDENT of YOUNG IAB COMPANY, to me known and known by me to be the party executing the foregoing instrument for and on behalf of said corporation and he acknowledged said instrument by him executed, to be his free act and deed in his capacity as VICE PRESIDENT aforesaid, and the free act and deed of said corporation.

Julianne M. Ellis  
Notary Public  
My commission expires November 25, 1999

[SEAL]

This instrument prepared by  
and upon recording please  
return to:  
Matthew J. Nicolella, Esq.  
Sullivan & Worcester LLP  
One Post Office Square  
Boston, MA 02109



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EXHIBITS A-1 to A-8

LEGAL DESCRIPTION

[See attached copy.]

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Exhibit A-1

File No.: CC102977

**LEGAL DESCRIPTION:**

LOTS 3, 4, 5 AND 6 IN HAINES SUBDIVISION OF THE NORTH 1/2 OF BLOCK 12 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address:

1105 West Monroe  
Chicago, IL

Tax I.D. Number:

17-17-210-003 Volume 591

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Exhibit A-2

File No.: CC102982

**LEGAL DESCRIPTION:**

LOTS 13 AND 14 IN BLOCK 4 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address:

1122 East Balmoral  
Chicago, IL

Tax I.D. Number:

14-08-204-012 Volume 477

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Exhibit A-3

File No.: CC102983

**LEGAL DESCRIPTION:**

**PARCEL 1:**

LOT 23 (EXCEPT THE EAST 16 FEET OF THE WEST 17 FEET THEREOF) AND LOTS 24 TO 42, BOTH INCLUSIVE, IN BLOCK 17 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THE VACATED NORTH AND SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 33 IN BLOCK 17 IN ELSTON ADDITION TO CHICAGO AFORESAID AND LYING NORTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 33 PRODUCED EAST 16 FEET, IN COOK COUNTY, ILLINOIS.

Address:

1004 North Elston  
Chicago, IL

Tax I.D. Number:

17-05-313-055 Volume 581

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Exhibit A-4

File No.: CC102979

**LEGAL DESCRIPTION:**

**PARCEL 1:**

LOTS 9, 10, 11, 12, 13, 14 AND LOT 15 (EXCEPT THE NORTH 6 INCHES THEREOF) IN LUTHER HAVEN'S SUBDIVISION OF THE SOUTH PART OF BLOCK 3 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

WARD 7. HUSTON'S BLOCK "M" BEING A CONSOLIDATION OF PART OF THE EAST 1/2 OF BLOCK 3 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN BY PLAT THEREOF RECORDED ON JUNE 4, 1923 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT 7961452, IN COOK COUNTY, ILLINOIS.

Address:

1708-1738 South Indiana  
Chicago, IL

Tax I.D. Number:

Parcel 1  
Parcel 2

17-22-302-04 Vol. 512  
17-22-302-038 Vol. 512

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Exhibit A-5

File No.: CC102978

**LEGAL DESCRIPTION:**

**PARCEL 1:**

LOTS 1 THROUGH 6, INCLUSIVE, IN WIRT D. WALKER'S SUBDIVISION OF THE NORTH 12 FEET OF LOT 27 AND ALL OF LOTS 28, 29 AND 30 IN BLOCK 8 OF ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SUBDIVISION WAS RECORDED ON FEBRUARY 24, 1886 IN BOOK 21, PAGE 37 AS DOCUMENT 693762, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 26, 63, 64 AND LOT 67 (EXCEPT THE NORTH 12 FEET THEREOF) IN BLOCK 8 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 1855 IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE NORTH 10 1/2 FEET OF LOT 21 AND ALL OF LOT 22 IN BLOCK 3 IN WM. JONES ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SUBDIVISION WAS RECORDED ON MAY 18, 1875 IN BOOK 133, PAGE 37 AS DOCUMENT 86039, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

ALL OF THE NORTH AND SOUTH PRIVATE PASSAGE AND ALL OF THE EAST AND WEST PRIVATE PASSAGE AS DELINEATED IN WIRT D. WALKER'S SUBDIVISION OF THE NORTH 12 FEET OF LOT 27 AND ALL OF LOTS 28, 29 AND 30 IN BLOCK 8 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**Address:**

1802-1840 South Indiana  
Chicago, IL

**Tax I.D. Number:**

1. Lot 6/Parcel 1 and a portion of Parcel 4	17-22-307-022 Vol. 512
2. Lot 1/Parcel 1 and a portion of Parcel 4	17-22-307-023 Vol. 512
3. Lot 2/Parcel 1 and a portion of Parcel 4	17-22-307-024 Vol. 512
4. Lot 3/Parcel 1 and a portion of Parcel 4	17-22-307-025 Vol. 512
5. Lot 4/Parcel 1 and a portion of Parcel 4	17-22-307-026 Vol. 512
6. Lot 5/Parcel 1 and a portion of Parcel 4	17-22-307-027 Vol. 512
7. Parcel 2	17-22-307-053 Vol. 512
8. Parcel 3	17-22-307-036 Vol. 512

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Exhibit A-6

File No.: CC102980

LEGAL DESCRIPTION: Fee

LOTS 19 TO 21, BOTH INCLUSIVE, IN R. J. HAINES' SUBDIVISION IN THE NORTH 1/2 OF BLOCK 12 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address:

157 West Monroe  
Chicago, IL

Tax I.D. Number:

Lots 7-18 17-17-210-002 Volume 591

Lots 19-24 17-17-210-001 Volume 591

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Exhibit A-7

File No.: CC102980

LEGAL DESCRIPTION: Leasehold

LOTS 7 TO 18, BOTH INCLUSIVE, IN R. J. HAINES' SUBDIVISION IN THE NORTH 1/2 OF BLOCK 12 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address:

1157 West Monroe  
Chicago, IL

Tax I.D. Number:

Lots 7-18 17-17-210-002 Volume 591

Lots 19-24 17-17-210-001 Volume 591

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Exhibit A-8

File No.: CC102980

**LEGAL DESCRIPTION:** Leasehold

LOTS 22 TO 24, BOTH INCLUSIVE, IN R. J. HAINES' SUBDIVISION IN THE NORTH 1/2 OF BLOCK 12 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address:

1157 West Monroe  
Chicago, IL

Tax I.D. Number:

Lots 7-18 17-17-210-002 Volume 591

Lots 19-24 17-17-210-001 Volume 591

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EXHIBITS B-1 to B-8

LIST OF PERMITTED ENCUMBRANCES

[See attached copy.]

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1105 West Monroe

Exhibit B-1

## Permitted Encumbrances

1. General taxes for the years 1996 and 1997 which are not yet due or payable.
2. Encroachment of building #1105 over the north, east and west lines as shown on survey dated September 26, 1996 prepared by John D. McTigue.
3. Encroachment of adjoining building onto west boundary as shown on survey dated September 26, 1996 prepared by John D. McTigue.
4. Any and all "Permitted Encumbrances" as defined in the Credit Agreement.

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1122 West Balmoral

## Exhibit B-2

### Permitted Encumbrances

1. General Taxes for the years 1996 and 1997 which are not yet due or payable.
2. Encroachment of one-story brick building #1122 over north line as shown on survey dated September 28, 1996, prepared by John D. McTigue.
3. Encroachment of sign over the south line.
4. Any and all "Permitted Encumbrances" as defined in the Credit Agreement.

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