

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$45.00  
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#7689 # CG \*-97-327388  
COOK COUNTY RECORDER

This Document prepared by  
(and should be mailed  
after recording to):

Jonathan E. Rothschild  
ROTHSCHILD, BARRY & MYERS  
55 West Monroe Street, Room 3900  
Chicago, IL 60603

4500

## SECURITY AGREEMENT

This Security Agreement ("Agreement") is made and entered into by and between LaSalle National Bank, a national banking association, not personally or individually, but solely as Successor Trustee under Trust Agreement dated December 23, 1986, and known as Trust No. 111921 ("Debtor"), and The Manufacturers Life Insurance Company (U.S.A.), a Michigan corporation ("Secured Party");

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

WHEREAS, Debtor owns in fee simple certain real property in Chicago, Cook County, Illinois, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land"), and Debtor owns all buildings, structures and other improvements and property constructed or located thereon (the Land and said buildings, structures and other improvements are hereinafter sometimes together called the "Project"); and

WHEREAS, Secured Party has agreed to make a loan (the "Loan") to Debtor in the amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00); and

WHEREAS, the Loan is evidenced by a Mortgage Note of even date herewith in the principal amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) made by Debtor and payable to Secured Party (said instrument, and any instrument issued in substitution or exchange therefor, as any of the foregoing may be amended, extended, modified or supplemented from time to time hereafter, is hereinafter called the "Note") and secured by a Mortgage and Security Agreement of even date herewith executed by Debtor for the benefit of Secured Party

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(said document, as the same may be amended, modified or supplemented from time to time hereafter, is hereinafter called the "Mortgage"); and

WHEREAS, Secured Party requires, as a condition precedent to its making the Loan, that Debtor enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Secured Party to make the Loan, Debtor hereby agrees as follows:

1. Debtor hereby grants to the Secured Party, its successors and assigns, a continuing security interest in the following (hereinafter together called the "Collateral"):

(a) All furnishings, furniture, fixtures, machinery, equipment, appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, signs, carpeting and other floor coverings, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, lawn care, window washing, and snow removal equipment, window screens, awnings and storm sashes, which are or shall be attached to the Project, or which are or shall be located in, on or about the Project, or which are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation, or enjoyment of the Project, (b) all warehouse receipts or other documents of title relating to any of the foregoing, (c) all accounts receivable and general intangibles relating to the Project, including without limitation, all rights under all contracts and with respect to rents, fees and other income relating to the Project, (d) all permits, licenses and franchises relating to the Project, and (e) all cash and non-cash proceeds of any of the foregoing property; including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with the benefit of any deposits or payments now or hereafter made by Debtor or on their behalf in connection with any of the foregoing, but specifically excluding all personal property not owned by Debtor and specifically excluding all personal property owned by Debtor used in the operation of its business and not in the operation of the Project, to secure the following obligations (hereinafter together called the "Obligations"):

(i) The payment of principal of, and interest on, and the performance of all covenants, agreements, liabilities and obligations of Debtor, under the Note and Mortgage and all other obligations of Debtor, under any other instrument given to secure the Note; and

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**BOX 333-CTI**

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(ii) Any and all covenants, agreements, liabilities and obligations of Debtor to Secured Party, its successors and assigns, provided for or arising under this Agreement; and

(iii) All costs and expenses of collection, legal expenses and reasonable attorneys' fees incurred by the Secured Party, its successors and assigns, in the enforcement of the rights of the Secured Party hereunder or under the Note, the Mortgage or any other instrument securing the Note.

2. Debtor, hereby covenants to Secured Party, its successors and assigns, as follows:

(a) Upon notice given by Secured Party from time to time, Debtor shall prepare and deliver to Secured Party a full inventory listing, as of the date such notice is given, all items then constituting the Collateral and such other information as Secured Party may request with respect to purchases or sales or other acquisitions or dispositions of the Collateral. Each such inventory shall be certified as being true, complete and correct by a duly authorized representative of Debtor. Unless Secured Party agrees otherwise, in writing, all Collateral will be kept at the Project.

(b) Except for the security interest granted hereunder, Debtor is and will be at all times the sole owner of the Collateral free from any lien, security interest, pledge or encumbrance, and no person other than Secured Party has or will have any security interest or lien upon any of the Collateral, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(c) Except for the financing statement to be filed pursuant to this Agreement or any other financing statements running for the benefit of Secured Party, no financing statement or other acknowledgement of lien covering any Collateral or any proceeds thereof is on file in any public office. Debtor shall immediately give Secured Party notice in writing of any change in its address from that shown in this Agreement, shall also upon demand execute and deliver to Secured Party such financing statements, assignments, and other documents in form satisfactory to Secured Party, and do all such further acts and things as Secured Party may at any time and from time to time reasonably request or as may be necessary or appropriate to establish and maintain a valid perfected security interest in the Collateral as security for the Obligations, free of any liens, claims or encumbrances, and Debtor will pay the cost of filing or recording the same or filing or recording this Agreement in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable.

(d) Except to the extent permitted under the Mortgage, Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral, or any interest therein, without the prior written consent of Secured Party.

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(e) Debtor will maintain or cause to be maintained insurance at all times with respect to the Collateral, in such form, with such companies, in such amounts and against such risks as Secured Party may request, such insurance to be payable to the Secured Party and Debtor as their interests may appear. All such policies of insurance shall provide for a minimum of thirty (30) days' prior written notice of cancellation or amendment to Secured Party. Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party showing compliance with the foregoing provisions and, if required by Secured Party, shall deposit the policies with Secured Party.

(f) Except for the security interest granted hereunder and under the Mortgage or any other security interest of Secured Party in the Collateral, Debtor will keep all Collateral free from any lien, security interest or encumbrance and in first-class order and repair (ordinary wear and tear excepted) and will not waste or destroy (or suffer or permit the waste or destruction of) the Collateral or any part thereof; Debtor will not use (or suffer or permit the use of) the Collateral in violation of any statute, ordinance or policy of insurance thereon; and Secured Party may examine and inspect the Collateral at any reasonable time or times, wherever located, subject to the rights of tenants. Notwithstanding the foregoing, Debtor may replace worn out undesirable, obsolete, disused or unnecessary property as provided in the Mortgage.

(g) Debtor will pay or cause to be paid promptly when due all taxes, assessments and other impositions levied upon the Collateral or for its use or operation or upon this Agreement.

(h) Debtor shall pay all costs and expenses of collection, legal expenses and reasonable attorneys' fees incurred by the Secured Party, its successors and assigns, to establish, perfect, secure and enforce the security interest purported to be created hereby and the costs and expenses of appearing in or defending any action or proceeding arising under, growing out of or in any manner connected with this Security Agreement or the obligations, duties or liabilities of Debtor or the Secured Party hereunder.

3. Upon the occurrence of an Event of Default under the Mortgage, at its option, Secured Party may discharge taxes, liens, security interests or other encumbrances at any time affecting the Collateral and may pay for the maintenance, repair and preservation of the Collateral. Further, Secured Party, at its option and without notice to Debtor, may place and pay for insurance on the Collateral upon failure by Debtor to provide insurance satisfactory to the Secured Party as provided by this Agreement. To the extent permitted by applicable law and without limitation of any other rights and remedies it may have, Secured Party shall be entitled to immediate reimbursement from Debtor for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorizations, together with interest thereon at the rate provided in the Note for interest payable after default from the date paid or incurred, as the case may be,

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until reimbursement by Debtor. Until Default (as hereinafter defined), Debtor may have the possession of the Collateral and may use same in the operation of the Project in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance thereon.

4. The occurrence of any of the following events or conditions shall constitute a "Default" under this Agreement:

(a) An Event of Default under the Mortgage or any default under the terms of any other instrument evidencing or securing the indebtedness secured by the Mortgage, which default continues after any period for curing such default applicable thereto contained in such document or instrument; or

(b) A default in the performance by Debtor of any of the other obligations or of any other covenants, agreements, or obligations contained or referred to herein, which default continues for thirty (30) days after written notice;

(c) Except as provided in the Mortgage or in accordance with the terms of this Agreement, the sale, transfer or encumbrance of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon.

5. If a Default shall occur hereunder and be continuing at any time thereafter (such Default not having been previously cured), Secured Party shall have all the remedies of a secured party under the Uniform Commercial Code and all other rights and remedies now or hereafter provided or permitted by law, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose Secured Party may, as far as Debtor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon the Land or any other premises on which the Collateral or any part thereof may be situated. Without limitation of the foregoing, Secured Party shall be entitled to hold, maintain, preserve and prepare all of the Collateral for sale and to dispose of said Collateral, if Secured Party so chooses, from the Project, provided that Secured Party may require Debtor to assemble such Collateral and make it available to Secured Party for disposition at a place to be designated by Secured Party (which may be other than the Project) from which the Collateral would be sold or disposed of, and provided further that for a reasonable period of time prior to the disposition of such Collateral Secured Party shall have the right to use same in the operation of the Project. Debtor will execute and deliver to Secured Party any and all forms, documents, certificates and registrations as may be necessary or appropriate to enable Secured Party to sell and deliver good and clear title to the Collateral to the buyer at the sale as herein provided. Unless the Collateral is of the type customarily sold on a recognized market, Secured Party will give Debtor at least twenty-one (21) days' notice of the time and place of any public sale of such collateral or of the time after which any private sale or any other intended disposition thereof is to be made.

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The requirements of reasonable notice shall be met if such notice is given to Debtor at least twenty-one (21) days before the time of the sale or disposition. Secured Party may buy at any public sale and, if the Collateral is of a type customarily sold in a recognized market or is a type which is the subject of widely distributed standard price quotations, it may buy at private sale. Unless Secured Party shall otherwise elect, any sale of the Collateral shall be sold solely as a unit and not in separate lots or parcels, it being expressly agreed, however, that Secured Party shall have the absolute right to dispose of such Collateral in separate lots or parcels. Secured Party shall further have the absolute right to elect to sell the Collateral as a unit with, and not separately from, the Land and the Project. The net proceeds realized upon any disposition of the Collateral, after deduction for the expenses of retaking, holding, preparing for sale, selling and the like and the attorneys' fees and legal expenses incurred by Secured Party shall be applied towards satisfaction of such of the Obligations secured hereby, and in such order of application, as Secured Party may elect. If all of the Obligations are satisfied, the Secured Party will account to Debtor for any surplus realized on such disposition.

6. No waiver by Secured Party of any Default hereunder shall operate as a waiver of any other Default or of the same Default on a future occasion. The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein, under the Uniform Commercial Code or otherwise, shall not be construed as a waiver of any of the other remedies of Secured Party so long as any part of the Obligations remains unsatisfied.

7. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its respective successors and assigns. All rights of the Secured Party in, to and under this Agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. The Debtor agrees that if Debtor has knowledge of an assignment of said rights, the liability of Debtor to the assignee shall be immediate and absolute. The Debtor will not set up any claim against the Secured Party as a defense, counterclaim or set-off to any action brought by any such assignee for any amounts due hereunder or for possession of the Collateral.

8. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9. The terms and provisions contained herein shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code of the State of Illinois.

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10. Without limitation of the foregoing, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

11. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Secured Party to Debtor shall be deemed to have been properly given if served in person (e.g. by courier delivery), or by overnight delivery, addressed to Debtor at:

Gerald L. Nudo  
BPRS/Chestnut Venture  
636 Wellington  
Chicago, IL 60657

with a copy in the same manner  
of delivery to:

Linda Calafiore  
CVC/Chestnut Venture Limited Partnership  
361 West Chestnut  
Chicago, IL 60611

or to such other address as the party to be addressed may from time to time designate by written notice to Secured Party given as herein required.

All notices, demands and requests by Debtor to Secured Party shall be deemed to have been properly given if served in person (e.g. by courier delivery), or by overnight delivery, addressed to Secured Party at:

The Manufacturers Life Insurance Company (U.S.A.)  
200 Bloor Street  
North Tower, 6th Floor  
Toronto, Ontario Canada M4W 1B5

Attention: U. S. Mortgage Department

with a copy in the same  
manner of delivery to:

The Manufacturers Life Insurance Company  
1515 Woodfield Road, Suite 600  
Schaumburg, IL 60173

or to such other address as Secured Party may from time to time designate by written notice to Debtor given as herein required.

12. Debtor hereby further agrees for itself and for its successors and assigns that (a) this Agreement does not constitute a waiver or partial waiver by Secured Party of any of its rights under the Mortgage and (b) this Agreement does not in any way release Debtor, as Mortgagor, from its obligations to comply with every term, provision, condition, covenant, agreement, representation, warranty and obligation of the

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Mortgage, and that each of the same remain in full force and effect and must be complied with by said Mortgagor thereunder.

13. This Agreement may be executed in more than one counterpart. The counterparts, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the said Debtor has executed this instrument on this 8th day of May, 1997.

See Trustee's Exoneration Clause described in Exhibit "B" attached hereto and made a part hereof.


## SECURED PARTY

The Manufacturers Life Insurance Company (U.S.A.), a Michigan corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## DEBTOR

LaSalle National Bank, a national banking association, not personally or individually, but solely as Successor Trustee under Trust Agreement dated December 23, 1986 and known as Trust No. 111921

By:   
Name: JOSEPH M. LONG  
Its: LaSalle National Bank

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## ACKNOWLEDGEMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

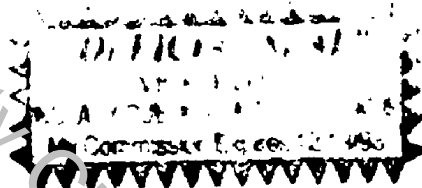
I, V. CAL HONE, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that W. LAW, Senior Vice President of LaSalle National Bank, a national banking association (the "Bank"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the Bank as Successor Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of May, 1997.

V. Cal Hone  
Notary Public

My Commission Expires:

12/19/98



## ACKNOWLEDGEMENT

JUDICIAL DISTRICT OF YORK )  
 )  
PROVINCE OF ONTARIO )

I, \_\_\_\_\_, a Notary Public in and for said Judicial District of York, in the Province of Ontario, DO HEREBY CERTIFY that \_\_\_\_\_, Assistant Vice President of THE MANUFACTURERS LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of May, 1997.

\_\_\_\_\_  
Notary public

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EXHIBIT "B"

**RIDER ATTACHED TO AND MADE A PART OF**  
**(TRANSFER AGREEMENT)**  
**MORTGAGE (EXEMPTION AGREEMENT**  
**(ADDITIONAL ADVANCE AGREEMENT**  
**(SECURITY AGREEMENT**

Dated May 8, 1997

Under Trust No. 111921

This instrument is executed by **LASALLE NATIONAL BANK**, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by **LASALLE NATIONAL BANK** are undertaken by it solely as Trustee as aforesaid, and no individual and no personal liability shall be asserted to be enforceable against **LASALLE NATIONAL BANK** by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said **LASALLE NATIONAL BANK**, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon **LASALLE NATIONAL BANK**, personally or as said Trustee to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said **LASALLE NATIONAL BANK** personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

Clerk's Office

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Mortgage, and that each of the same remain in full force and effect and must be complied with by said Mortgagor thereunder.

13. This Agreement may be executed in more than one counterpart. The counterparts, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the said Debtor has executed this instrument, on this 8<sup>th</sup> day of May, 1997.

§ 4-102

## SECURED PARTY

The Manufacturers Life Insurance Company (U.S.A.), a Michigan corporation

By:   
Its: Michael Rankin

Its: \_\_\_\_\_

## DEBTOR

LaSalle National Bank, a national banking association, not personally or individually, but solely as Successor Trustee under Trust Agreement dated December 23, 1986 and known as Trust No. 111921

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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## ACKNOWLEDGEMENT

STATE OF Illinois )  
                          ) SS  
COUNTY OF Cook )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ Vice President of LaSalle National Bank, a national banking association (the "Bank"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the Bank as Successor Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of May, 1997.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

## ACKNOWLEDGEMENT

JUDICIAL DISTRICT OF YORK )  
                                  ) )  
PROVINCE OF ONTARIO )

I, Christina Chong, a Notary Public in and for said Judicial District of ~~York~~ in the Province of Ontario, DO HEREBY CERTIFY that ~~Michael [unclear]~~ Assistant Vice President Vice President of THE MANUFACTURERS LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ~~Assistant Vice President~~, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5 day of May, 1997.

Christina Chong  
Notary public

CHRISTINA CHONG, Notary Public, Municipality of Toronto, limited to the attestation of affidavits, for THE MANUFACTURERS LIFE Insurance Company.  
Eg. ... ..

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## LEGAL DESCRIPTION

### PARCEL 1:

LOTS 10 THROUGH 20, INCLUSIVE, IN BLOCK 8 IN DELAVAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE NORTH 1/2 (EXCEPT THE NORTH 10 FEET OF THE SOUTH 11.0 FEET THEREOF) OF LOT 2, ALL OF LOTS 3, 4, 5 AND 6 (EXCEPT THAT PART OF SAID LOTS 5 AND 6 TAKEN FOR ALLEY) IN BLOCK 29 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

ALL THAT PART OF THE 10 FOOT NORTH AND SOUTH VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 3 AND 4 LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 5, AND LYING NORTH OF AND ADJOINING A LINE 9 FEET NORTH OF AND PARALLEL WITH THE ORIGINAL SOUTH LINE OF LOT 5 PRODUCED EAST 10 FEET IN BLOCK 29 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS VACATED BY ORDINANCE RECORDED MARCH 20, 1959 AS DOCUMENT NUMBER 17486514, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

LOTS 7 AND 8 IN BLOCK 28 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 361 Chestnut, Chicago, IL

P.I.N.'s: 17-04-436-057  
17-04-436-058  
17-04-436-060

EXHIBIT A

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