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This instrument was prepared by
and after recording return to:

Charles E. Schrank
Sidley & Austin
One First National Plaza
Chicago, IL 60603

: DEPT-01 RECORDING \$41.00
: T#0012 TRAN 5138 05/16/97 15:01:00
: #0789 # CG # -97-349530
: COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE, ("Mortgage") made as of May 15, 1997 by LIBERTY WASTE SERVICES OF ILLINOIS, L.L.C., an Illinois limited liability company, with an address at P.O. Box 97, Lichtfield, Illinois 62056 (herein referred to as "Mortgagor"), in favor of NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation, with an address at 110 Franklin Road, S.E., Roanoke, VA 24042 (together with its successors and assigns, herein referred to as "Mortgagee")

WITNESSETH: D1 76 08 26 5

WHEREAS, Mortgagee has conveyed to Mortgagor the real estate more particularly described on Exhibit A attached hereto and incorporated hereby, situated, lying and being in the City of Chicago, County of Cook, in the State of Illinois (hereinafter the "Real Estate"), in consideration of the execution, delivery and payment and performance by Mortgagor of its payment and other obligations under that certain Transportation Agreement dated April 1, 1995, subsequently numbered Contract DER-NS-C-16309, by and between Mortgagor and Norfolk Southern Railway Company and its Consolidated Subsidiaries ("NS"), as amended by Amendment No. 1 to Contract DER-NS-16309, executed by and between Mortgagor and NS (as the same may be amended, modified, supplemented or restated from time to time, the "Transportation Agreement"); and

WHEREAS, Mortgagee is a consolidated subsidiary of Norfolk Southern Railway Company and an intended beneficiary of the Transportation Agreement;

NOW, THEREFORE, to secure (i) the payment by Mortgagor of all sums due under the Transportation Agreement, together with interest thereon, in accordance with the terms, provisions and limitations of the Transportation Agreement and (ii) the payment and performance of the covenants and agreements contained herein and in the Transportation Agreement (the payment and performance obligations set forth in the preceding clauses (i) and (ii) are herein collectively referred to as the "Obligations"), and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, Mortgagor does by these presents MORTGAGE, ASSIGN, TRANSFER, SET OVER, CONVEY AND WARRANT unto Mortgagee, and Mortgagee's successors and assigns, the Real Estate, together with all of Mortgagor's estate, right, title and interest therein;

TOGETHER WITH (a) all buildings, structures, improvements, tenements, easements, fixtures, equipment and appurtenances on or belonging to the Real Estate, (b) all rents, issues and profits of the Real Estate (which are pledged primarily and on a parity with the Real Estate and not secondarily) and (c) all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation; provided, that trade fixtures and movable personal property (other than that which is installed as fixtures

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forming part of the improvements to the Real Estate) placed on the Real Estate by Mortgagor shall not be included in the lien and security interest of this Mortgage. All of the foregoing are declared to be a part of the Real Estate whether physically attached thereto or not, and it is agreed that any similar apparatus, equipment, fixtures or other personal property hereafter placed in or on the Real Estate by Mortgagor or its successors or assigns shall also be considered as constituting part of the Real Estate. The property described in this paragraph together with the Real Estate is hereinafter collectively referred to as the "Premises."

TO HAVE AND TO HOLD the Premises unto Mortgagee, and Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

MORTGAGOR FURTHER REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. Repair, Restoration; Compliance with Law. Mortgagor shall (a) promptly repair, restore and rebuild any buildings or improvements (or portions thereof) now or hereafter on the Premises which may become damaged or destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly permitted hereby; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) comply with all laws, codes, statutes, rules, ordinances, regulations or other requirements of governmental authorities (collectively, "Laws") with respect to Mortgagor or the Premises and the use thereof; and (e) make no alterations to the Premises which would materially decrease the value of the Premises except upon Mortgagee's approval.

2. Real Estate Taxes. Mortgagor shall pay when due and before any penalty attaches all general and special taxes, assessments, water charges, sewer service charges, and other charges imposed or becoming payable after the date hereof against the Premises, and shall furnish to Mortgagee duplicate receipts therefor within forty-five (45) days following Mortgagor's receipt of the tax bill. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Other Taxes. (a) In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the reasonable opinion of Mortgagee (i) it might be unlawful to require Mortgagor to make such payment or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

(b) If, by the laws of the United States of America or of any state having jurisdiction on the Premises, any tax (excluding income taxes) is due or becomes due in respect of this Mortgage or the obligations secured hereby, Mortgagor shall pay such tax in the manner required by any such law. Mortgagor shall hold harmless, indemnify and defend Mortgagee, and Mortgagee's successors or assigns, against any

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liability incurred by reason of the imposition of any tax (excluding income taxes) on this Mortgage or the obligations secured hereby.

4. Protective Advances. In case of default hereunder or under the Transportation Agreement, Mortgagee may (after thirty (30) days prior written notice to Mortgagor in the case of defaults other than monetary defaults or defaults under paragraphs 7, 8 or 9 of Section 8 of the Transportation Agreement), but need not, make any payment or perform any act required of Mortgagor in any form and manner deemed expedient, and, in addition thereto, may, but need not, make full or partial payments of principal or interest on prior or subordinate encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior or subordinate lien or title or claim on the Premises, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All amounts paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to cure Mortgagor's default or protect the Premises and the lien hereof, shall be additional indebtedness secured hereby and shall become immediately due and payable with interest thereon at the Default Rate (as defined below). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of Mortgagor. Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. Inspection. Mortgagee shall have the right, upon reasonable prior notice, to inspect the Premises together with the books and records of Mortgagor at all reasonable times.

6. Intentionally Omitted.

7. Modification of Obligations. If the payment of the Obligations (as hereinafter defined) or any part thereof is modified, extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such modification, extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such modification, extension, variation or release.

8. Release. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of Mortgagor's obligations under the relevant provisions of paragraphs 7, 8 and 9 of Section 8 of the Transportation Agreement (including any interest accrued thereon), together with any Obligations then accrued on account of any protective advances made or costs incurred by Mortgagee (together with interest thereon) under paragraph 4 or otherwise hereunder. Mortgagor shall pay the filing fee to Mortgagee for the recordation of such release.

9. Insurance and Casualty. (a) In addition to the insurance required under the Transportation Agreement, Mortgagor shall maintain the following insurance in force, during the term hereof:

(i) Fire and extended coverage insurance (including, without limitation, windstorm, explosion and such other risks usually insured against by owners of like properties) on the Premises in an amount equal to one hundred percent (100%) of the full replacement cost of the Premises; and

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(ii) If the Premises is located in a Zone A or Zone B flood hazard zone, flood plain insurance in an amount satisfactory to Mortgagee, but in no event less than one hundred percent (100%) of the full insurable value of the Premises and the personal property contained therein.

All such insurance shall be written by companies and on forms with endorsements satisfactory to Mortgagee, all with suitable loss-payable and standard noncontribution mortgagee clauses in favor of Mortgagee (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) attached, and originals or certified copies of certificates of insurance evidencing such policies shall be kept constantly deposited with Mortgagee. All said policies shall provide for, and the certificates of insurance delivered to Mortgagee shall reflect, the insurer's agreement to provide, among other things, written notice to Mortgagee of the expiration or any anticipated cancellation of any such insurance policies at least thirty (30) days prior to such event occurring. Not less than fifteen (15) days prior to the expiration of any such policy, a certified copy of a certificate of insurance evidencing the renewal policy shall be deposited with Mortgagee.

(b) Subject to the rights of the holder of the Comerica Mortgage (as defined in the Transportation Agreement), in case of loss or casualty to any portion of the Premises, Mortgagee is authorized to collect all insurance proceeds and apply them, at its option (subject to the proviso at the end of this sentence), to the reduction of the Obligations hereby secured, whether due or not then due, or, at Mortgagee's option (subject to the proviso at the end of this sentence), Mortgagee may allow Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the Premises; provided, that so long as no Default exists hereunder and Mortgagee receives reasonably satisfactory evidence and assurance that Mortgagor shall repair and restore the Premises and that sufficient funds are available to pay for the same, Mortgagee shall make insurance proceeds received by it available to Mortgagor for application to the cost of such repair and restoration.

(c) Mortgagor shall notify Mortgagee, in writing, of any casualty or loss to the Premises and Mortgagor hereby directs each insurance company (subject to the rights of the holder of the Comerica Mortgage) to make payment for such loss directly and solely to Mortgagee (for application as indicated in subparagraph (b) above); and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall (subject to the rights of the holder of the Comerica Mortgage) be held in trust for Mortgagee and promptly delivered in the form received (except for any necessary endorsements thereon) to Mortgagee (for application as indicated in subparagraph (b) above).

(d) In addition to other remedies available hereunder, if after Mortgagee's reasonable request Mortgagor fails to provide Mortgagee with evidence of the foregoing insurance coverage required to be carried by Mortgagor under this Mortgage, Mortgagee may purchase such insurance at Mortgagor's expense for the purpose of protecting Mortgagee's interest in the Premises. Any insurance purchased by Mortgagee may, but need not, protect the interest of Mortgagor in the Premises. The insurance coverage purchased by Mortgagee may or may not pay any claim that Mortgagor make or any claim that is made against Mortgagor in connection with the Premises. Provided that Mortgagee has not commenced foreclosure proceedings and Mortgagor is not otherwise in default hereunder, Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required hereby. If Mortgagee purchases insurance for the Premises, Mortgagor will be liable and shall reimburse Mortgagee for the costs of that insurance, including, but not limited to the interest, labor charges and other charges that Mortgagee shall reasonably impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of insurance purchased by Mortgagee may be added to the total outstanding balance or obligation secured hereby. The costs of the insurance purchased by Mortgagee may exceed the cost of insurance Mortgagor would otherwise be able to obtain.

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10. Condemnation. (a) If there shall be taken through condemnation all or any part of the Premises, and the taking of which would, in the judgment of Mortgagee, render all or any part of the Premises not reasonably accessible or not in compliance with applicable codes, ordinances, laws or regulations by reason of insufficient lot area or parking spaces or otherwise, all Obligations shall, upon notice, become due and payable forthwith at the option of Mortgagee, whether or not there shall have occurred a Default.

(b) In the event Mortgagee does not exercise its right to accelerate the Obligations pursuant to the terms and provisions of subsection (a) above, Mortgagee shall be entitled (subject to the rights of the holder of the Comerica Mortgage, as defined in the Transportation Agreement) to all awards (which term when used in this Mortgage shall include all compensation, awards, damages, claims, rights of action, proceeds and other payments of relief) of, or on account of, any damage or taking through condemnation of the Premises, or any part thereof, and is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith. All awards and the right thereto are included in the Premises, and Mortgagee, after deducting therefrom all its expenses, including attorneys' fees, at its option may apply such net proceeds in such manner as Mortgagee shall determine, to the reduction of the Obligations without regard to whether the same are or are not then due and in the event any net proceeds remain thereafter, such net proceeds shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any awards as Mortgagee may require.

11. No Transfer; Due on Sale. Except with respect to the Comerica Mortgage (as defined in the Transportation Agreement), Mortgagor shall not, without Mortgagee's prior written consent (which consent may be withheld in Mortgagee's sole and absolute discretion), whether directly, indirectly, by operation of law or otherwise, transfer, sell, convey, alien, pledge, hypothecate, encumber or mortgage all or any portion of the Premises (or any beneficial interest in the land trust, if title to the Premises is held by a land trust) or any legal or equitable interest in the Premises or in Mortgagor (or the beneficiary of the land trust, if title to the Premises is held by a land trust) (any of the foregoing being a "Transfer"), regardless of form. Any violation of any of the foregoing provisions of this Section 11 shall immediately be deemed to be a "Default." Mortgagor shall not suffer or permit the Premises, or any portion thereof, to be used by any individual, entity or the public, in such manner as might tend to impair Mortgagor's title to the Premises, or any portion thereof, or in such manner as might make possible a claim or claims of easement by prescription or adverse possession by the public, or of implied dedication of the Premises or any portion thereof.

12. Intentionally Omitted.

13. Additional Covenants. Mortgagor agrees as follows:

(a) Mortgagor shall pay and perform each obligation of Mortgagor under the Transportation Agreement in accordance with the terms thereof;

(b) Mortgagor shall maintain and preserve the lien of this Mortgage until the Obligations have been fully paid, performed and satisfied;

(c) Mortgagor shall use the Premises for the purposes contemplated under the Transportation Agreement and for no other purpose;

(d) Mortgagor shall carry on any construction permitted hereby in compliance with all applicable Laws; and

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(c) Mortgagor shall promptly give written notice to Mortgagee of (i) any action or event of which it has knowledge that may materially or adversely affect its ability to pay or perform any of the Obligations and (ii) any notice of default received or given in connection with any other mortgage, lease or agreement encumbering the Premises.

14. Representations and Warranties. Mortgagor represents and warrants the following as of the date hereof and agrees that the following shall be true and correct at all times hereafter:

(a) Mortgagor has good right, full power and lawful authority to mortgage and pledge the same as provided herein, and Mortgagor may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Premises in accordance with the terms hereof; and

(b) Mortgagor has all necessary consents, approvals, licenses and permits required to perform its Obligations, and there are no actions, suits or proceedings pending, or, to the best of Mortgagor's knowledge, threatened against or affecting Mortgagor's performance of its Obligations or the Premises.

15. Title Liens. Mortgagor represents and warrants that, upon delivery of this Mortgage to Mortgagee, it shall own good and insurable fee title to the Premises, subject to no monetary liens other than this Mortgage and the Comerica Mortgage (as referred to in the Transportation Agreement) and taxes not yet due and payable. Mortgagor represents and warrants that no mechanics', laborers', materialmen's, statutory or other lien or encumbrance, other than the liens set forth in the previous sentence, and utility easements, have been created upon or against the Premises, and Mortgagor agrees that it will not permit or suffer any liens or encumbrances of any kind, other than as set forth herein or as permitted under the Transportation Agreement, to be filed against the Premises for so long as any Obligations are outstanding. The lien of the Comerica Mortgage shall be superior to the lien of this Mortgage to the extent of the first \$3,500,000 of indebtedness secured by the Comerica Mortgage, and Mortgagee agrees upon Mortgagor's request to enter into a further agreement with the holder of the Comerica Mortgage confirming such subordination, provided the terms of such agreement are reasonably satisfactory to Mortgagee and such holder. Mortgagor covenants and agrees to keep, pay and perform in a timely manner all of its obligations under the Comerica Mortgage and with respect to all indebtedness secured by the Comerica Mortgage.

16. Default and Remedies. (a) The occurrence of any of the following shall constitute a Default hereunder:

(i) The failure by Mortgagor to comply with paragraphs 7, 8 or 9 of Section 8 of the Transportation Agreement or to pay any amount due under the Transportation Agreement or any other Obligation respecting the payment of money as and when the same become due;

(ii) the occurrence of any Default under Section 11 hereof;

(iii) if Mortgagor makes any assignment for the benefit of creditors or a proceeding under any federal or state bankruptcy, reorganization, rehabilitation, receivership, insolvency, moratorium, or other law for the relief of debtors is filed by or against Mortgagor, provided however, that if such proceeding is an involuntary proceeding, a Default shall not be deemed to have occurred hereunder if Mortgagor procures within sixty (60) days of the filing of such proceeding a final judicial order dismissing such proceeding);

(iv) The occurrence of any default under the Comerica Mortgage or with respect to the payment of any of the indebtedness secured thereby, which default is not cured within the time period for cure of the same, if any, provided in the Comerica Mortgage; or

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(v) any other failure (i.e., a failure which does not constitute a Default of the type specified in any of clauses (i), (ii), (iii) or (iv) above) by Mortgagor to perform any Obligation hereunder or under the Transportation Agreement, which failure continues for a period of twenty (20) days after Mortgage notifies Mortgagor of the same, provided that if the failure is of a nature which cannot be cured by the payment of money and reasonably requires in excess of twenty (20) days to cure, Mortgagor shall not be in default so long as Mortgagor commences the cure within such twenty (20) day period and thereafter diligently prosecutes the cure to completion within not more than one hundred twenty (120) days.

(b) Automatically upon the occurrence of a Default specified in clause (iv) of Section 16(a) above, and at the option of Mortgagee upon the occurrence of any other Default, and without notice to Mortgagor (except as may otherwise be required by applicable law), all Obligations secured by this Mortgage shall become due and payable immediately. Upon any Default or otherwise when the Obligations shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in accordance with applicable law. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, taxes, assessments and insurance premiums paid by Mortgagee, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, environmental reports, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All such expenditures and expenses set forth in this Section shall become additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Default Rate, when paid or incurred by Mortgagee in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any of the Obligations; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security hereof.

(c) The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding subsection; second, all Obligations in such order and manner as Mortgagee may elect (subject to applicable law); and third, any surplus to Mortgagor.

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

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superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (ii) the deficiency in case of a sale and deficiency.

(e) No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Obligations hereby secured.

(f) Upon any foreclosure sale, Mortgagee may bid for and purchase all or any portion of the Premises and, upon compliance with the terms of the sale and applicable law, may hold, retain and possess and dispose of such property in its own absolute right without further accountability. Upon any foreclosure sale, Mortgagee may apply any or all of the Obligations toward the purchase price.

(g) Mortgagor agrees, to the full extent permitted by law, that in case of a Default, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, or extension laws or any so-called "Moratorium Laws," now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Premises or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that Mortgagee, or any court having jurisdiction to foreclose such lien, may sell the Premises in part or as an entirety. To the full extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, and on behalf of each and every person, acquiring any interest in or title to the Premises subsequent to the date hereof. Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any judgment by Mortgagee, and no attachment or levy of execution upon any of the Premises or any other property of Mortgagor, shall in any way affect the lien of this Mortgage upon the Premises, or any part thereof, or any lien, rights, powers or remedies of Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before, until the Obligations are paid in full.

17. No Waiver. No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon and during the continuance of any Default shall exhaust or impair any such right, power or remedy, or be construed to waive any such Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No waiver of any Default hereunder shall extend to or affect any subsequent or any other Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (without limitation): (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Transportation Agreement or this Mortgage; (d) releases any part of the Premises from the lien of this Mortgage; (e) consents to the filing of any map, plat or replat of the land; (f) consents to the granting of any easement on the land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall otherwise release, discharge, modify, change or affect any of the Obligations. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Default then existing or of any subsequent Default, nor shall the lien of this Mortgage be altered thereby, except to the extent of any releases as described in subparagraph (d), above, of this Section.

18. Remedies Not Exclusive. No right, power or remedy conferred upon or reserved to Mortgagee by the Transportation Agreement or this Mortgage is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in

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addition to every other right, power and remedy given hereunder or under the Transportation Agreement or under any document in connection herewith now or hereafter existing, at law, or in equity.

19. Default Rate. If a Default shall have occurred that remains uncured, all outstanding and unpaid Obligations (other than for the payment of interest accrued under this Section 19) shall bear interest at the rate of fifteen percent (15%) per annum (the "Default Rate").

20. Severability. In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Transportation Agreement shall be in no way affected, prejudiced or disturbed thereby.

21. Modifications to this Mortgage. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening, junior or subordinate lien or encumbrance.

22. Governing Law. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of Illinois.

23. Further Assurances. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and re-filed at such time and such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of Mortgagor under the Transportation Agreement and this Mortgage, and the lien of this Mortgage as a lien and security interest upon all of the Premises, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. The lien and security interest hereof shall automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Premises any part thereof.

24. Time is of the Essence. It is specifically agreed that time is of the essence of each and every provision of the Transportation Agreement and this Mortgage.

25. Notices. All notices, requests and demands to be made hereunder shall be in writing and given in accordance with the terms of the Transportation Agreement.

26. Construction Mortgage. To the extent construction is performed on the Premises, this Mortgage shall be a construction mortgage, as said term is defined in Section 9-313(1)(c) of the Uniform Commercial Code, as adopted by the State of Illinois.

27. Maturity: Maximum Principal Indebtedness. This Mortgage secures a maximum amount of the Obligations of not more than \$50,000,000. The Obligations shall mature not later than December 31, 2050.

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Exhibit A

LEGAL DESCRIPTION:

PARCEL 1: (FEE PARCEL)

A PARCEL OF LAND LYING WITHIN NORTH 1/2 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, CITY OF CHICAGO, COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A IRON ROD IN CONCRETE FOUND AT THE CENTER OF SAID SECTION 13; THENCE ALONG THE EAST-WEST CENTER LINE OF SAID SECTION 13, ALSO BEING THE SOUTH LINE OF NORFOLK & WESTERN'S PROPERTY, AS DESCRIBED IN THE DEED, RECORDED IN BOOK 22394, ALSO BEING THE CENTERLINE OF 110TH STREET AS DESCRIBED IN THE JULY 30, 1931, CITY OF CHICAGO, ORDINANCE NO. N-10027, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, (ASSUMED BASIS OF BEARING) A DISTANCE OF 940.73 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 171.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 28 MINUTES 20 SECONDS WEST, A DISTANCE OF 338.32 FEET; THENCE NORTH 02 DEGREES 35 MINUTES 35 SECONDS EAST, A DISTANCE OF 42.10 FEET; THENCE, NORTH 36 DEGREES 05 MINUTES 25 SECONDS WEST A DISTANCE OF 174.94 FEET; THENCE NORTH 27 DEGREES 07 MINUTES 57 SECONDS EAST, A DISTANCE OF 246.53 FEET, THENCE, NORTH 10 DEGREES 16 MINUTES 56 SECONDS WEST A DISTANCE OF 953.86 FEET, THENCE NORTH 12 DEGREES 25 MINUTES 23 SECONDS WEST, A DISTANCE OF 742.77 FEET; THENCE, NORTH 56 DEGREES 48 MINUTES 12 SECONDS EAST A DISTANCE OF 65.48 FEET, THENCE NORTH 33 DEGREES 11 MINUTES 48 SECONDS WEST A DISTANCE OF 273.85 FEET, THENCE 56 DEGREES 48 MINUTES 12 SECONDS EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 48 SECONDS EAST A DISTANCE OF 2355.23 FEET; THENCE SOUTH 56 DEGREES 48 MINUTES 12 SECONDS WEST A DISTANCE OF 25.56 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 48 SECONDS EAST A DISTANCE OF 415.01 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 54 SECONDS WEST A DISTANCE OF 975.36 FEET TO THE POINT OF BEGINNING

Commonly Known As: 110th & Stony Island, Chicago, IL

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