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Cook County, Illinois

CHICAGO TITLE LAND TRUST COMPANY

SUCCESSOR TRUSTEE TO _____

MORTGAGE AND SECURITY AGREEMENT *

LTIC-COMMERCIAL BE CASE NO. 98-09331 (1) p 9

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage"), is executed this 27th day of August, 1998, by THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST NUMBER 1067545, whose address is 171 N. Clark Street, Chicago, Illinois 60601 (hereinafter called the "Mortgagor"), in favor of and for the benefit of BARNETT BANK, N.A., a national banking association, whose address is 101 East Kennedy Boulevard, Tampa, FL 33602 (the "Mortgagee") (which term as used in every instance shall include the Mortgagee's successors and assigns).

RECITALS:

A. Mortgagor is the owner in fee simple absolute of the real property described on Exhibit "A" annexed hereto and made a part hereof.

B. Of even date herewith, Mortgagee has made a loan (the "Loan") evidenced by a certain Promissory Note of even date herewith made by Mortgagor, as Maker, in favor of Mortgagee, as Payee, in the original principal sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,300,000.00) bearing interest at 250 basis points floating daily over the Adjusted LIBOR Rate (as defined in the Note) per annum and payable in installments as provided therein with a final payment of the balance due together with all accrued and unpaid interest five (5) years from the date hereof, and with all of said principal and interest being payable at such place as the holder of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at

THIS INSTRUMENT PREPARED BY WRT/UT
AND AFTER RECORDING RETURN TO:
Marion P. Mathiason, Esquire
Annis, Mitchell, Cockey,
Edwards & Roehm, P.A.
Post Office Box 3783
Tampa, Florida 33602

ADDRESS OF THE PREMISES:
1951 Lively Boulevard
Elk Grove Village, IL
Permanent Tax Number:
08-34-300-051

Lawyers Title Insurance Corporation

the office of the Mortgagee set forth above (the "Note").

C. Mortgagor intends by the execution and delivery of this mortgage to secure, inter alia, the payment and performance of the Loan.

D. Mortgagor intends these recitals to be a material part of this Mortgage.

NOW, THEREFORE, for good and valuable consideration, and also in consideration of the aggregate sum of money described in the Note, and to secure the payment of the Loan and the performance and observance of the terms and conditions of the Note, this Mortgage and the other loan documents executed in connection with the Loan, and further to secure the obligations of Mortgagor, McNichols Company (as hereinafter defined), and the Rockwall Trust (as hereinafter defined), under any "Hedge Agreement" or "ISDA Agreement" as such terms are defined in the Loan Agreement between Mortgagor, McNichols Company and Mortgagee of even date herewith, provided, however, that the indebtedness secured hereby shall in no event exceed TWO MILLION SIX HUNDRED THOUSAND AND NO/100THS DOLLARS (\$2,600,000.00), in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, the Mortgagor does by these presents grant, bargain, sell, alien, remise, release, confirm, mortgage, convey and warrant unto the Mortgagee a lien upon and security interest in and to all of the following described real estate and all of Mortgagor's right, title and interest therein including without limitation all of Mortgagor's right, title and interest in all estates, easements, rights, improvements, property, fixtures, equipment, furniture, furnishings, appliances and appurtenances related thereto as hereinafter more specifically described (hereinafter collectively referred to as the "Premises"):

- (a) The fee simple interest in all those certain tracts or parcels of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land");
- (b) All appurtenant easements for the use and benefit of the Land;
- (c) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (hereinafter referred to as the "Improvements");
- (d) All construction materials, vaults, gas, electric

and other utility fixtures, radiators, heaters, engines, machinery, boilers, ranges, elevators, plumbing and heating fixtures, draperies, carpeting and other floor coverings, fire extinguishers and any other safety equipment, washers, dryers, water heaters, water fountains, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, office equipment, office machines, office furnishings, furnishings, fixtures, inventory and supplies, window screens, awnings and storm sashes, which are or shall be attached to the Improvements and all other furnishings, furniture, goods which are or are to become fixtures, machinery, equipment, inventory, supplies, appliances and tangible personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Premises, and all attachments, additions, improvements, after-acquired property, renewals, proceeds and replacements of any of the foregoing and all the right, title and interest of Mortgagor in any of the foregoing property which is subject to or covered by any conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on behalf of Mortgagor, all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

- (e) All now owned or hereafter acquired easements, rights-of-way, strips, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, and the reversions, remainders, rents, issues, profits,

revenues, deposit accounts, contract rights and general intangibles (and all Accounts, Equipment, General Intangibles and Inventory as those terms are defined in Article 9 of the Uniform Commercial Code as enacted in the State of Illinois) of or arising from the Premises including without limitation all leases or tenancies, prepaid insurance premiums, condemnation payments, and contracts, plans and specifications, licenses, causes of action, claims, condemnation proceeds, profits, lease guaranties, utility contracts, maintenance contracts and agreements, management contracts and agreements, service contracts, negotiable instruments, letters of credit, policies and proceeds of insurance, cash, bank accounts, escrow funds and accounts, construction funds and refunds of taxes or insurance premiums, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to the same;

- (f) Any and all leases, subleases, rental agreements, occupancy agreements, licenses, concessions, entry fees, other agreements which grant a possessory interest in all or any part of the Premises, together with all rents, issues, profits, revenues, proceeds, awards, accounts, security deposits and other benefits now or hereafter arising from the use and enjoyment of the Premises or any part thereof;
- (g) All of Mortgagor's right, title and interest in and to all water rights, riparian rights, irrigation rights, appropriative rights, water allocations, water stock and licenses and permits relating to water use attributable to or arising in connection with the land and all minerals, oil, gas and other hydrocarbons located in or beneath the Land, along with all rights to surface and subsurface entry, and all of Mortgagor's right, title and interest in and to any and all licenses and permits pertaining to the use of reclaimed wastewater on the land. All development rights or credits, oil, gas and mineral rights and all rights applicable or appurtenant to the Land;
- (h) All of Mortgagor's right, title and interest in and to all trade names, trademarks, service marks,

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logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land or the Improvements or any part thereof, or are now or hereafter acquired by Mortgagor;

- (i) Any and all present and future attachments, accessions, replacements, additions, products and proceeds of any of the property listed in subparagraphs (a) through (h) above;
- (j) All of the water, sanitary and storm sewer systems now or hereafter owned by the Mortgagor which are now or hereafter located by, over, and/or upon the Land or any part and parcel thereof, and which water systems include all water mains, service laterals, hydrants, valves and appurtenances, and which sewer systems include all sanitary sewer lines, including mains, laterals, manholes and appurtenances;
- (k) All paving for streets, roads, walkways or entrance ways now or hereafter owned by the Mortgagor and which are now or hereafter located on the Land or any part or parcel thereof;
- (l) All of the Mortgagor's right, title and interest as seller in and to all agreements for the sale of the Land, or any part thereof, heretofore made and entered into, and in and to all sale agreements hereafter made and entered into, by or on behalf of the Mortgagor, together with all deposits and payments in connection therewith, together with any and all receivables now or hereafter due the Mortgagor with respect to such agreements;
- (m) Any and all awards or payments, including interest thereon, and the right to receive the same, as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to, taking of, or decrease in the value of the Land or personal property;
- (n) All of the right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of insurance agreements, and all proceeds of

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sums payable for the loss of or damage to: (a) the land or personal property; or (b) rents, revenues, income, profits or proceeds from service agreements or contracts, leases, franchises, concessions or licenses of or on any part of the land;

- (o) All of the Mortgagor's interest in all utility security deposits or bonds relating to the land or any part or parcel thereof;
- (p) All licenses, permits, approvals, certificates and agreements with or from all boards, agencies, departments, governmental or otherwise, relating directly or indirectly to the ownership, use, operation and maintenance of the Premises, or the use, construction or development of the Improvements on the Land, whether heretofore or hereafter issued or executed;
- (q) All contracts, subcontracts, agreements, service agreements, warranties and purchase orders which heretofore or hereinafter executed by or on behalf of the Mortgagor, or heretofore or hereinafter assigned to the Mortgagor, in connection with the use, operation and maintenance of the Premises, or the use or construction of development improvements on the land;
- (r) All rights of the Mortgagor in and to all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Improvements or any construction on the Land;
- (s) All instruments, documents, chattel papers and general intangibles relating to or arising from the foregoing collateral and all cash and noncash proceeds and products thereof; and
- (t) All revenues received by Mortgagor from the ownership and operation of the Premises, regardless of what such revenues may be called, including without limitation, all proceeds, products, offspring, sales or profits of the Premises.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behalf

of the Mortgagee, its successors and assigns in fee simple forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois (which rights and benefits are hereby expressly released and waived) and the Mortgagor covenants that the Mortgagor is lawfully seized and possessed of the Premises in fee simple and has good right to mortgage and convey the same, that the same are unencumbered excepting taxes accruing subsequent to December 31, 1997, and those certain exceptions appearing on the Mortgagee's Title Insurance Policy given in connection herewith and specifically approved by Mortgagee, and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note, which Note is in the original principal amount of ONE MILLION THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,300,000.00) and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Loan Documents (as such term is defined in subparagraph 2.2 (b) hereof), then in such event this Mortgage and the lien hereby created shall be released by Mortgagee by proper instrument.

The Mortgagor covenants with the Mortgagee as follows:

ARTICLE I.

1.1 Payment of Indebtedness. The Mortgagor will pay the Note according to the tenor thereof and all other sums secured hereby promptly as the same shall become due.

1.2 Monthly Deposits. To further secure the payment of the taxes and assessments hereinafter referred to, and the premiums on the insurance hereinafter referred to, the Mortgagor will, only upon the request of Mortgagee, deposit with the Mortgagee on the first day of each and every month a sum which, in the estimation of the Mortgagee, shall be equal to one-twelfth of the annual taxes, assessments and insurance premiums; provided, so long as no default occurs hereunder or under any other Loan Documents (as defined below), Mortgagee agrees not to request any escrow deposits. The deposits shall be held by the Mortgagee free of interest, and free of any liens or claims on the part of creditors of the Mortgagor and as part of the security of the Mortgagee, and shall be used by the Mortgagee to pay current taxes and assessments and insurance premiums on the Premises as the same accrue and are payable. The deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Mortgagee. If the deposits are insufficient to pay the taxes

and assessments and insurance premiums in full as the same become payable, the Mortgagor will deposit with the Mortgagee such additional sum or sums as may be required in order for the Mortgagee to pay such taxes and assessments and insurance premiums in full. Upon any default hereunder or under the Note, the Mortgagee may, at its option, apply any money in the fund resulting from the deposits to the payment of the indebtedness secured hereby in such manner as it may elect.

I.3 Taxes, Liens and Other Charges.

(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Mortgagee, the Mortgagor will promptly pay any such tax; if the Mortgagor fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits the Mortgagor from making such payment or would penalize the Mortgagee if the Mortgagor makes such payment, then the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon shall, without notice, immediately become due and payable at the option of the Mortgagee.

(b) The Mortgagor will pay, before the same become delinquent, all taxes, liens, assessments and charges of every character (whether general or special) already levied or assessed or that may hereafter be levied or assessed upon or against the Premises and all utility charges, whether public or private; and upon demand will furnish the Mortgagee receipted bills evidencing such payment.

(c) The Mortgagor will not suffer any mechanic's, materialmen's, laborer's, statutory or other lien to be created or to remain outstanding upon any part of the Premises other than the lien of real estate taxes not yet due and payable.

I.4 Insurance. The Mortgagor will keep all buildings and improvements whether now standing on the Premises or hereafter erected and all fixtures and personal property located in and on the Premises, continuously insured in an amount no less than full insurable value which coverage shall insure the Premises against loss or damage by fire and by the perils covered by extended coverage and against such other hazards as the Mortgagee, in its sole discretion, shall from time to time require, for the benefit

of the Mortgagee. The Mortgagor shall also obtain (i) public liability insurance naming Mortgagee as an additional insured insuring against all claims for personal or bodily injury, death, or property damage occurring upon, in or about the Premises in an amount of not less than TWO MILLION AND NO/100THS DOLLARS (\$2,000,000.00) single limit coverage, (ii) business/renters interruption insurance against loss of income arising out of damage or destruction by fire, lightning, insurance, vandalism, malicious mischief and such other hazards as are presently included in so called "all risk" extended coverage, naming the Mortgagee as loss payee in an amount not less than one hundred percent (100%) of six months continuing expenses, fixed charges and net profit for the Premises, (iii) flood insurance (if the Premises are or become located in an area which is considered a flood risk by the U.S. Department of Housing and Urban Development) and (iv) such other insurance on the Premises and in such amounts as may from time to time be reasonably required by the Mortgagee against other insurable casualties which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height and type of improvements, their construction, location, use and occupancy. All such insurance at all times will be in an insurance company or companies in such amounts and with terms acceptable to the Mortgagee, with loss, if any, payable to the Mortgagee as its interest may appear, pursuant to a noncontributory mortgagee clause which shall be satisfactory to the Mortgagee. Upon the issuance of such policies the Mortgagor will deliver to the Mortgagee receipts for the premiums paid thereon and certificates of insurance and certified copies of such policies certified by Mortgagor to be true, correct and complete. Any policies furnished the Mortgagee shall become its property in the event the Mortgagee becomes the owner of the Premises by foreclosure or otherwise. The Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Premises, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses to the Mortgagor and the Mortgagee jointly. In case of loss under any such policy of insurance, the Mortgagee may apply the net proceeds to the payment of the indebtedness hereby secured, whether due or not, or the Mortgagee may require all buildings and improvements to be repaired or replaced by the use of said net proceeds.

I.5 Care of Premises.

(a) The Mortgagor will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any waste and will not do

or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) The Mortgagor will not remove or demolish nor alter the design or structural character of any building (now or hereafter erected), fixture or chattel which are part of the security or other part of the Premises without the prior written consent of the Mortgagee.

(c) If the Premises or any part thereof is damaged by fire or any other cause, the Mortgagor will give immediate written notice of the same to the Mortgagee.

(d) The Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

(e) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(f) If all or any part of the Premises shall be damaged by fire or other casualty, the Mortgagor will, upon request of the Mortgagee, promptly restore the Premises to the equivalent of its condition immediately prior to such damage, and if a part of the Premises shall be damaged through condemnation, the Mortgagor will, upon request of Mortgagee, promptly restore, repair or alter the remaining part of the Premises in a manner satisfactory to the Mortgagee, provided that Mortgagee makes insurance proceeds or condemnation proceeds available to restore such work.

1.6 Further Assurances; Modifications. At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the Mortgagee, any and all other further instruments, certificates and other documents as may, in the opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Mortgagor under the Note, (ii) the security interest of this Mortgage, and (iii) the mortgage lien hereunder.

Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and the attorney in fact of the Mortgagor so to do.

1.7 Leases Affecting the Premises. Mortgagor shall not

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make any lease covering all or any part of the Premises without first submitting the proposed lease to the Mortgagee and obtaining the Mortgagee's prior written approval of the form and substance thereof. The Mortgagor shall perform all covenants to be performed by the landlord under any and all leases now or hereafter on the Premises or any part thereof and shall not, without the prior written consent of the Mortgagee, cancel, surrender or modify any such lease. The Mortgagor will furnish the Mortgagee signed copies of all leases on the Premises or any part thereof promptly after their execution. Upon request of the Mortgagee, the Mortgagor shall, by written instrument in form and substance satisfactory to the Mortgagee, assign to the Mortgagee the landlord and lessor interest in each and every lease hereafter entered into by the Mortgagor leasing all or any part of the Premises. The terms "lease" and "leases" as used in this paragraph 1.7 shall include all tenancies. The tenant currently leasing the Premises pursuant to a Lease Agreement effectively dated June 30, 1994 (the "McNichols Lease") is McNichols Company, an Ohio corporation ("McNichols Company"). Mortgagee has relied upon the existing McNichols Lease between Mortgagor and McNichols Company in approving the loan evidenced by the Note.

1.8 Expenses. In addition to the expenses described in subparagraph 2.5(b) hereof, the Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses, including those in connection with appellate proceedings, incurred by the Mortgagee in any proceedings involving the estate of a decedent or an insolvent, or in any action, legal proceeding or dispute of any kind in which the Mortgagee is a plaintiff or defendant, affecting the indebtedness secured hereby, this Mortgage or the interest created herein, or the Premises, including but not limited to any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be secured by this Mortgage.

1.9 Estoppel Affidavits. The Mortgagor, upon ten days' prior written notice, shall furnish the Mortgagee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any off-sets or defenses exist against such principal and interest.

1.10 Subrogation. The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.11 Performance by Mortgagee of Defaults by Mortgagor. If

the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance of any covenant, term or condition of any leases affecting all or any part of the Premises; or in the performance or observance of any covenant, condition or term of this Mortgage; then the Mortgagee, at its option, may perform or observe the same, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the lesser of (a) eighteen percent (18%) per annum and (b) the maximum rate provided by law. The Mortgagee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim, premium and obligation, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any other person in possession holding under the Mortgagor.

I.12 Condemnation. If all or any part of the Premises shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall be entitled to all compensation, awards, and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Mortgagee, who after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by it without affecting this Mortgage and may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sum secured hereby and any balance of such monies then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as the Mortgagee may require.

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(d) The Premises is not on any Hazardous Substance cleanup list of any governmental authority;

(e) Mortgagor has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority including, but not limited to any agency or department of Elk Grove Village, Cook County, Illinois, the State of Illinois, or the United States government nor has any action ever been commenced or threatened by any governmental authority concerning any intentional or unintentional action or omission on Mortgagor's part which resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into or onto the Premises;

(f) Except as specifically disclosed herein, the Premises has never been used by previous owners or operators, or by Mortgagor, to generate, manufacture, refine, transport, treat, store, handle or dispose of Hazardous Substances, and Mortgagor does not intend to use any part of the Premises, for such purposes;

(g) To the best of Mortgagor's knowledge, no part of the Premises or any building, structure or facility located thereon or improvement thereto contain or contained asbestos or have or have had asbestos-containing materials installed thereon or therein at any time during or prior to Mortgagor's ownership or operation thereof;

(h) To the best of Mortgagor's knowledge, no part of the Premises or any building, structure or facility located thereon or improvement thereto contain or contained PCB's or have or have had electrical transformers, fluorescent light fixtures, ballasts or other equipment containing PCB's installed thereon or therein at any time during or prior to Mortgagor's ownership or operation thereof;

(i) No part of the Premises or any building, structure or facility located thereon or improvement thereto are or have been used as a sanitary landfill, and no Hazardous Substances have been buried, spilled or disposed of on or within the boundaries of the Premises, at any time during or prior to Mortgagor's ownership or operation thereof; and

(j) There is no occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Laws.

ARTICLE II.

2.1 Due on Sale or Further Encumbrance Clause. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of the tenant under the McNichols Lease and the beneficiaries of Mortgagor, found it acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of the beneficiaries of Mortgagor in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the loan. The beneficiaries of Mortgagor are business persons or entities well-experienced in borrowing money and owning and operating property such as the Premises. The beneficiaries of Mortgagor and the Mortgagor were ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchase by a party other than the original Mortgagor. Mortgagor further recognizes that any junior financing placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security both of repayment by Mortgagor and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which may be withheld for any reason, shall be an event of default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an event of default hereunder:

(a) any sale, conveyance, assignment, or other transfer of or the grant of a lien or security interest in, all or any part of the title to the Premises;

(b) the creation of any new or additional encumbrances upon title to the Premises without the prior written consent of Mortgagee; and

(c) any change in the ownership of any beneficial interest (except among existing beneficiaries) in Mortgagor or a change of the Trustee of Mortgagor, or any lien, pledge, mortgage, or other encumbrance of any beneficiary's beneficial interest in the Trust.

Any consent by the Mortgagee, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph.

2.2 Default. A default shall have occurred hereunder if:

(a) The Mortgagor shall fail to pay in full within ten (10) days of when due any installment of principal, interest or late charges as required by the Note, this Mortgage and otherwise; or

(b) The Mortgagor shall fail duly to observe on time any other covenant, condition or agreement of this Mortgage or of any other instrument evidencing, securing or executed in connection with the indebtedness secured hereby, including but not limited to, leases as specifically required in accordance with Section 1.7 hereof (herein this Mortgage and said other instruments are sometimes collectively called the "Loan Documents"); or

(c) Any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached in any material respect by the Mortgagor or shall prove to be false or misleading; or

(d) Any lien for labor or material or otherwise shall be filed against the Premises; or

(e) Any suit shall be filed against the Mortgagor which, if adversely determined, could substantially impair the ability of the Mortgagor to perform each and every one of its obligations under and by virtue of the Loan Documents; or

(f) A levy shall be made under any process on, or a receiver be appointed for, the Premises or any other property of the Mortgagor; or

(g) The Mortgagor or any of its beneficiaries shall file a voluntary petition in bankruptcy, or there shall be filed any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor or any of its beneficiaries under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor; or

(h) The Mortgagor or any of its beneficiaries shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or any of its beneficiaries or of all or any part of the Premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(i) The Mortgagor or any of its beneficiaries shall make any general assignment for the benefit of creditors; or

(j) In any legal proceeding the Mortgagor or any of its beneficiaries shall be alleged to be insolvent or unable to pay its debts as they become due; or

(k) The Mortgagor shall do, or shall omit to do, any act, or any event shall occur, as a result of which any obligation of the Mortgagor, not arising hereunder, may be declared immediately due and payable by the holder thereof; or

(l) The Mortgagor shall commit an event of default under the terms of any of the leases affecting all or any part of the Premises; or

(m) The Mortgagor, without the prior written consent of the Mortgagee, voluntarily or by operation of law, shall sell, transfer, convey or assign all or any part of the legal or equitable title to the Premises, or any part of, or interest in, the Premises; or

(n) The Mortgagor, without the prior written consent of the Mortgagee, voluntarily or by operation of law, shall transfer, convey or assign the Premises, or any part of, or interest in, the Premises as security for an indebtedness other than for the indebtedness secured hereby; or

(o) The Mortgagor, without the prior written consent of the Mortgagee, shall rent or lease any of the buildings or portions thereof; or

(p) A breach by Mortgagor of any covenant, representation or warranty set forth in, or an event of default occurs under the terms of, any of the other Loan Documents, including but not limited to a breach by McNichols Company under the

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Subordination, Non-Disturbance and Attornment Agreement executed by McNichols Company; or

(q) Any default occurs which has not been cured within any applicable grace period or cure period, under any other note, mortgage, lease, security agreement or other loan document evidencing or securing indebtedness of Mortgagor, Eugene H. McNichols, as Trustee for the Robert L. McNichols Trust for the Benefit of Grandchildren Under Agreement dated November 1, 1977 (the "Rockwall Trust"), or McNichols Company, in favor of Barnett Bank, N.A., or any affiliate of Barnett Bank, N.A., or successor in interest to Barnett Bank, N.A., including, without limitation, (i) that certain loan from Barnett Bank, N.A., as successor by merger to Barnett Bank of Tampa, to Mortgagor, as evidenced by that certain Promissory Note dated August 25, 1994, in the original principal amount of \$585,000.00, as such loan may be hereafter amended, increased, renewed, or modified; and (ii) that certain loan from Barnett Bank, N.A., as successor by merger to Barnett Bank of Tampa, to McNichols Company, as evidenced by that certain Amended and Restated Note dated June 22, 1998, in the original principal amount of \$1,000,000.00, as such loan may be hereafter amended, increased, renewed, or modified; or

(r) Any default occurs under any "Hedge Agreement" or "ISDA Agreement," as such terms are defined in the Loan Agreement between Mortgagor, McNichols Company and Mortgagee of even date herewith, which remains uncured after the expiration of all applicable grace periods; or

(s) Any material default occurs by the tenant, McNichols Company under the Lease, which is not cured within any applicable cure period under the Lease; or

(t) Any default occurs under any existing or future leases between McNichols Company and the Rockwall Trust, and any renewals, modifications or amendments thereof, which remains uncured after the expiration of all applicable grace or cure periods.

For the purposes of this paragraph 2.2, the term "Mortgagor" shall be construed as any one or more of the parties comprising Mortgagor. Notwithstanding the foregoing, Mortgagor shall have thirty (30) days after written notice within which to cure any default described in subparagraphs (b), (c), (d), (e), (j), (k), (l) and (p).

2.3 Acceleration of Maturity. If a default shall have occurred hereunder which is not cured within any applicable cure period (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Note),

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then, in addition to such other rights as Mortgagee may have under applicable law, Mortgagee may, at its option, declare all or any portion of the indebtedness hereby secured to be immediately due and payable without further notice, time being of the essence of this Mortgage and the Note secured hereby, whereupon the same shall be and shall become due and payable forthwith without any presentment, demand, protest, or notice of any kind, all of which are expressly waived by Mortgagor; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.4 Right of Lender to Enter and Take Possession.

(a) If any default shall have occurred and be continuing, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Premises and if, and to the extent, permitted by law, the Mortgagee may enter and take possession of the Premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its right pursuant to this subparagraph (a), Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Premises.

(b) For the purpose of carrying out the provisions of this paragraph 2.4, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the Premises.

(c) Whenever all such defaults have been cured and satisfied, the Mortgagee shall surrender possession of the Premises to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to subparagraph 2.4(a) shall exist if any subsequent default shall occur and be continuing.

2.5 Appointment of a Receiver and Foreclosure.

(a) If a default shall have occurred hereunder, then the whole debt secured by this Mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this Mortgage or by any other proper, legal or equitable procedure without declaration of such option and without notice.

(b) 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

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incurred by or on behalf of the Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to 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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional debt secured hereby and shall be immediately due and payable with interest thereon at the lesser of (a) eighteen percent (18%) per annum, and (b) the maximum rate provided by law, when paid or incurred by Mortgagee in connection with (i) any proceeding, including foreclosure, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage, or any indebtedness hereby secured, (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 threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

(c) upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, 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.

(d) Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Premises, and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to the Premises by reason of such foreclosure.

2.6 Discontinuance of Proceedings and Restoration of the Parties. In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then and in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.7 Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be 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 addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. The Loan Documents include Mortgages and Security Agreements, Assignments of Leases, Rents and Contract Rights and UCC-1 Financing Statements. Mortgagee may proceed to exercise its rights against any or all of the collateral described in the Loan Documents in any order that Mortgagee elects, including proceeding against all of the collateral at one time or proceeding against part of the collateral and subsequently proceeding against other parts of the collateral or not proceeding against other parts of the collateral. Each portion of the collateral is security for the entire indebtedness evidenced by the Note. Accordingly, Mortgagee may proceed against any part, or all, of the collateral for the repayment of the entire indebtedness evidenced by the Note and the other obligations secured by the Loan Documents.

2.8 Stamp and Excise Tax. If any stamp or excise tax shall become applicable with respect to this Mortgage, the Note, any loan or credit extended hereunder, or any security agreement, guaranty, the loan agreement or other document, the Mortgagor shall promptly pay such tax in full (including interest and penalties, if any) and shall hold the Mortgagee harmless with respect thereto. The Mortgagor's liability under this paragraph 2.8 will survive the repayment of indebtedness under the Note.

ARTICLE III.

3.1 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Mortgagor and by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not. Provided, however, that the Mortgagor shall have no right to assign its obligations hereunder without the prior written consent of the Mortgagee.

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

3.3 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Mortgagor for payment of interest, including service charges, penalties or any other fees or otherwise shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Mortgagor include interest in excess of such maximum amount, Mortgagee shall apply such excess to the reduction of the unpaid principal amount due and pursuant hereto.

3.4 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

ARTICLE IV.

4.1 Notice. Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or sent by United States Certified Mail, postage prepaid, to the parties being given such notice at the following addresses:

Mortgagor: The Chicago Trust Company, Successor
Trustee to Chicago Title and Trust Co.,
as Trustee Under Agreement
Dated 5/10/76, Trust Number 1067945
c/o McNichols Company
ATTN: Eugene McNichols
P. O. Box 30300
Tampa, FL 33630-3330

Mortgagee: Barnett Bank, N.A.
ATTN: Joe Caballero
101 East Kennedy Boulevard
Tampa, Florida 33602

Any party may change said address by giving the other parties hereto notice of such change of address. Notice given as hereinabove

provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice.

ARTICLE V.

5.1 Future Advances. It is agreed that this Mortgage shall also secure such future or additional advances as may be made by the Mortgagee at its option to the Mortgagor, or its successor in title, for any purpose, provided that all those advances are to be made within twenty years from the date of this Mortgage, or within such lesser period to time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of TWO MILLION SIX HUNDRED THOUSAND AND NO/100THS DOLLARS (\$2,600,000.00), plus interest, and any disbursements made for the payment of taxes, levies or insurance on the Premises with interest on those disbursements.

5.2 Lien Priority. The lien priority of this Mortgage shall not be affected by any changes in the Note including, but not limited to, an increase in the interest rate charged pursuant to the Note. The interest rate charged pursuant to the Note will increase in accordance with the terms thereof if any payment under the Loan Documents is not paid within ten (10) days of the due date thereof and may also increase upon the mutual consent of the Mortgagor and Mortgagee. Any parties acquiring an interest in the Premises subsequent to the date this Mortgage is recorded shall acquire such interest in the Premises with notice that the interest rate charged pursuant to the Note may increase or that Mortgagee may otherwise modify the Note and the Note, as modified, and the Mortgage shall remain superior to the interest of any party in the Premises acquired subsequent to the date this Mortgage is recorded.

5.3 Security Agreement. This instrument also constitutes a security agreement and creates a security interest in favor of the Mortgagee under the Illinois Uniform Commercial Code, and Mortgagee shall also have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code, and without limitation upon or in derogation of the rights and remedies created and accorded to the Mortgagee by this Mortgage pursuant to the common law or any other laws of the State of Illinois or any other jurisdiction, it being understood that the rights and remedies of Mortgagee under the Illinois Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the

common law or any other laws of the State of Illinois or any other jurisdiction.

5.4 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois (including, without limitation, its usury laws and the Uniform Commercial Code as adopted in Illinois).

5.5 Binding Effect. This Mortgage shall be binding upon and inure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, successors and assigns.

5.6 Trustee Exculpation. This Mortgage is executed by ~~The Chicago Trust Company, Successor Trustee To Chicago Title and Trust Company,~~ **CHICAGO TITLE LAND TRUST COMPANY** *12* **SUCCESSOR TRUSTEE TO** **CTLC** in the exercise of the power and authority conferred upon and vested in it as such Mortgagor, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on The Chicago Trust Company, Successor Trustee To Chicago Title and Trust Company personally to perform any covenant either expressly or impliedly herein contained, all such personal liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right hereunder; said Mortgagee and every person now or hereafter claiming any right hereunder agreeing to look solely to the Premises and to any other collateral security with respect to the obligations secured hereby and to any guarantor or other party liable for payment and performance of the obligations of such Trustee hereunder. Notwithstanding the foregoing, nothing herein contained shall operate or be deemed to impair, invalidate, avoid or negate the covenants, undertakings, agreements and representations of The Chicago Trust Company, Successor Trustee To Chicago Title and Trust Company in its capacity as Trustee as aforesaid.

5.7 Leasing and Management Agreements. Mortgagor covenants and agrees that all agreements to pay leasing commissions (a) shall provide that the obligation to pay such commissions will not be enforceable against any party other than the party who entered into such agreement; (b) shall be subordinate to the lien of this Mortgage, and (c) shall not be enforceable against Mortgagee. Mortgagor shall furnish Mortgagee with evidence of the foregoing which is in all respects satisfactory to Mortgagee. Mortgagor further covenants and agrees that all agreements to manage the Premises (i) shall provide that the obligation to pay any amount thereunder will not be enforceable against any party other than the party who entered into such agreement (ii) shall provide that such agreement, together with any and all liens and claims for lien that any manager or other person or entity performing the duties of a manager thereunder has or may thereafter have thereunder or for managing the Premises or any part thereof, shall be in all respects subordinate to the lien of this Mortgage, and (iii) shall not be enforceable against Mortgagee. Mortgagor shall furnish Mortgagee

with evidence of the foregoing which is in all respects satisfactory to Mortgagee.

5.8 Waiver of Jury Trial. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS MORTGAGE, OR ANY OF THE OTHER LOAN DOCUMENTS, THE LOAN, OR ANY OTHER STATEMENTS OR ACTIONS OF MORTGAGOR OR MORTGAGEE. MORTGAGOR ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. MORTGAGOR FURTHER ACKNOWLEDGES THAT (i) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (ii) THIS WAIVER IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO MAKE THE LOAN AND ENTER INTO THE NOTE AND EACH OF THE OTHER LOAN DOCUMENTS, AND (iii) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF THE LOAN DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

IN WITNESS WHEREOF, the Mortgagor has executed and sealed this Mortgage, the day and year first above written.

CHICAGO TITLE LAND TRUST COMPANY

Handwritten initials

CTLTC

WITNESSETH:

SUCCESSOR TRUSTEE TO

THE CHICAGO TRUST COMPANY
SUCCESSOR TRUSTEE TO CHICAGO
TITLE AND TRUST COMPANY NO.
INDIVIDUALLY BUT SOLELY AS
TRUSTEE UNDER TRUST AGREEMENT
OWN A TRUST NO. 1062575

Attest:

Handwritten signature of Jacqueline L. Loftos

Print Name

JACQUELINE L. LOFTOS

CORPORATE

SEAL

CHICAGO, ILLINOIS

Handwritten signature of Clerk
ARST, U.P.

Clerk's Office

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* CHICAGO TITLE LAND TRUST COMPANY
SUCCESSOR TRUSTEE TO _____

STATE OF IL)
COUNTY OF COOK) SS

Vr
CTL/BC

I, MARYLOU ESTRADA, a notary public, do hereby certify that KAREN MICHELS personally known to me to be the Asst. V.P. of THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, and JACQUELINE L. LOFTUS personally known to me to be the Asst. Sec of THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such KAREN MICHELS Asst. V.P. and JACQUELINE L. LOFTUS Asst. Sec, they signed and delivered said instrument as Asst. V.P. and Asst. Sec of said THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, not individually but solely as Trustee under Trust Agreement known as Trust No. 1067545, as the free and voluntary act and deed of said THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY in such capacity as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of Aug, 1998.



Marylou Estrada
Notary Public

My Commission Expires:

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 322 in Centex Industrial Park Unit 198,
being a subdivision in the Southwest 1/4 of
Section 34, Township 41 North, Range 11 East of
the Third Principal Meridian in Cook County,
Illinois.

PERMANENT TAX NUMBER: 08 34-300-051

PROPERTY ADDRESS: 1951 Lively Boulevard
Elk Grove Village, Illinois

3841-026-519886.08