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MORTGAGE

THIS MORTGAGE dated as of the day of September 9, 1998, made by and between Chicago Title Land Trust Company, an Illinois corporation, not individually but as Trustee under Trust Agreement dated September 9, 1998 and known as Trust No. 1106328 (the "Mortgagor"), and Bottlewerks Molding, Inc., an Illinois corporation, doing business in Chicago, Illinois (the "Mortgagee").

(9)

WITNESSETH:

THAT, WHEREAS, 1000 SOUTH MICHIGAN AVENUE, L.L.C., an Illinois limited liability company (the "Company"), is justly indebted to the Mortgagee in the total principal sum of Five Million Five Hundred Thousand Dollars (\$5,500,000) (the "Indebtedness"), evidenced by a Note of the Company of even date herewith (the "Note") made payable to the order of the Mortgagee, which Note together with interest thereon shall be due and payable on September 10, 2000.

NOW, THEREFORE, the Mortgagor, in order to secure the payment of both the principal of and the interest and any other sums payable on the Note or this Mortgage and the performance and observance of all of the provisions hereof and of the Note and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby give, grant, alien, remise, release and convey unto the Mortgagee, its successors and assigns, all Mortgagor's estate, right, title and interest in, to and under any and all of the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired:

(i) the real property described in Schedule A hereto, including all of the easements, rights, privileges and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of the Mortgagor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the "Premises");

(ii) all structures or buildings now or hereafter located upon the Premises or on any part thereof, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings (the "Improvements");

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(iii) all fixtures, fittings, appliances, apparatus, equipment, machinery and articles of personal property and replacement thereof, other than those owned by lessees, now or at anytime hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Improvements and the Premises;

(iv) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns, for the purposes, and upon the uses hereinafter set forth.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

Section 1. Mortgagor shall: (i) at all times maintain the Improvements in good operating order and condition and will promptly make all needed and proper repairs to and restore or rebuild any buildings or improvements now or hereafter on the Premises which may become in need of repair, or be damaged or destroyed;

(ii) keep the Mortgaged Property in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (iii) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee;

(iv) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (v) comply with all requirements of law or municipal ordinances with respect to the Mortgaged Property and the use thereof;

(vi) make no material alterations in the Premises or Improvements except as required by law or municipal ordinance or as necessary to repair, restore or rebuild buildings or improvements located on the Premises.

Section 2. Mortgagor shall pay before any penalty attaches all general taxes, special assessments, water charges, sewer service charges, and other charges against the Mortgaged Property when due and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. Notwithstanding the foregoing, Mortgagor shall have the right to pay any of said taxes or charges under protest, or to object to or protest any assessments, so long as Mortgagor comply with statutory and decisional requirements and, further, so long as the Mortgaged Property is not threatened with forfeiture; provided, however, that during such objection or protest of assessments the Mortgagor shall, at the option of the Mortgagee, provide security reasonable satisfactory to the Mortgagee assuring the discharge of such assessments and of any additional charge, penalty or expense arising from or incurred as a result of such objection or protest.

Section 3.(a) Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm and all

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standard extended coverage perils under policies providing for payment by the insurance companies of moneys sufficient to pay the cost of replacing or repairing the same. Policies shall be in form and companies satisfactory to the Mortgagee and payable, in case of loss or damage, to the Mortgagee for the benefit of the holders of the Note pursuant to a standard mortgage clause to be attached to each policy. Mortgagor shall deliver duplicate original copies of all policies, including additional and renewal policies, to the Mortgagee and in case of insurance about to expire, shall deliver evidence of renewal of such policies not less than ten days prior to the respective dates of expiration. All insurance moneys with respect to losses occurring shall be applied to replacing, repairing or restoring any Improvements destroyed or damaged, provided however, that Mortgagor are not then in default hereunder.

(b) The Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 3, unless the Mortgagee is included thereon as a named insured with loss payable to the Mortgagee under a standard mortgage endorsement of the character above described. The Mortgagor shall immediately notify the Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to the Mortgagee duplicate original copies of the policy or policies of such insurance.

Section 4. If the Mortgagor shall fail to perform or cause to be performed any covenants contained in this Mortgage, the Mortgagee may, but need not, make any payment or perform any act required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or Improvements or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by the Mortgagee to protect the Mortgaged Property and the lien hereof, plus reasonable compensation to the Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of twelve percent (12%) per annum. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor. The 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 after reasonably prudent 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 subject, however, to Mortgagor's right to object to or protest any assessments under the provisions of Section 2 hereof.

Section 5. Mortgagor shall punctually pay the principal and interest and all other sums to become due in respect of the Note at the time and place and in the manner specified in the respective Note according to the true intent and meaning thereof.

Section 6. Mortgagor shall not, without the prior written consent of the Mortgagee, mortgage, pledge or otherwise encumber or permit any lien to exist upon any of the Mortgaged Property, or lease or rent all or any part of the Mortgaged Property.

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Section 7. If one or more of the following events of default ("Events of Default") shall happen, that is to say:

(a) if default shall be made in the payment of any interest on any of the Note, or in the payment of any installment of principal or any other payment of the principal of the Note, when and as the same shall become due and payable, whether by maturity or by acceleration or as part of any prepayment or otherwise, in each case as in the Note and this Mortgage provided and such default shall have continued for a period of ten (10) days after default and for a period of five (5) days after receipt by Mortgagor of notice thereof from the Mortgagee;

(b) if default shall be made in the due observance and performance of any covenant or agreement on the part of the Mortgagor in the Note or in this Mortgage contained, other than a default under paragraph (a) of this Section, and has continued for a period of thirty (30) days after written notice specifying such default and demanding that the same be remedied shall have been received by the Mortgagor from the Mortgagee; or

(d) the conveying, mortgaging, leasing or other transferring or encumbering (by operation of law or otherwise) of the Mortgaged Property or any part thereof or interest therein, or the assignment or transfer, whether absolute or for collateral purposes, of the beneficial interest in Trust No. 1106328 without the prior written consent of the Mortgagee;

then, and in any such case, the Mortgagee may by notice in writing delivered to the Mortgagor or deposited in the mails addressed to the Mortgagor at the address set forth in Section 16 hereof, declare the principal of the Note to be due and payable immediately, and upon such declaration the same shall become due and payable immediately, anything in this Mortgage or in said Note to the contrary notwithstanding.

Section 8.(a) In case of the happening of any Event of Default specified in Section 7 hereof or in case the principal of all of the Note shall have been declared due and payable immediately, as provided in Section 7 hereof, then and in every such case the Mortgagee may proceed to protect and enforce its rights and the rights of the holder of the Note under this Mortgage or any other instrument securing the indebtedness evidenced by the Note, by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein and/or therein, or in aid of the execution of any power herein and/or therein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy as the Mortgagee, being advised by counsel, may deem most effectual to protect and enforce any of the rights or interests under the Note and/or this Mortgage.

(b) In every case referred to in subsection (a) of this Section, the Mortgagee may of its own motion institute and carry on or cause to be instituted and carried on such suit or suits to enforce payment of the obligations secured hereby or to foreclose the lien of this Mortgage, as may be authorized or permitted by law.

Section 9. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but

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hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waive any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agree that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, and all persons beneficially interested therein, and each and every person acquiring any interest in, or title to the Mortgaged Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of the Illinois Statutes.

Section 10. 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 the Mortgagee for reasonable attorney's fees, Mortgagee's fees, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all title searches and examinations and similar data and assurances with respect to title as the 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 trust 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 indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve percent (12%) per annum, when paid or incurred by the Mortgagee in connection with any proceeding to which it shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured. In case of any foreclosure sale of said Premises the same may be sold in one or more parcels.

Section 11. The proceeds of any foreclosure of this Mortgage shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as therein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any surplus to Mortgagor, its successors or assigns.

Section 12. The Mortgagee and the holder of the Note shall have the right to inspect the Premises at reasonable times and upon reasonable notice and access thereto shall be permitted for that purpose.

Section 13. Whenever the Mortgagor shall present satisfactory evidence to the Mortgagee that all indebtedness secured by this Mortgage has been fully paid or deposit with the Mortgagee, for the full payment and discharge of the Note, the entire amount due and to become due thereon for principal and interest and, in addition, shall pay to the Mortgagee moneys necessary to pay the Mortgagee in full for all services rendered by it hereunder and all other costs and expenses required to be paid by Mortgagor hereunder, the Mortgagee shall completely release this Mortgage and the lien thereof by proper instrument and the Mortgagee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to the Mortgagee the Note bearing the certificate of identification of the Mortgagee representing that all indebtedness hereby secured has been paid, which representation the Mortgagee may accept as true without inquiry. Where a release is requested of a successor

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and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to the Mortgagee the Note bearing the certificate of identification of the Mortgagee representing that all indebtedness hereby secured has been paid, which representation the Mortgagee may accept as true without inquiry. Where a release is requested of a successor Mortgagee, such successor Mortgagee may accept as the Note herein described any Note which bear a certificate of identification purporting to be executed by a prior Mortgagee hereunder.

Section 14. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

Section 15. In case any of the remedies herein given or attempted to be given to the Mortgagee or the holder of the Note shall at any time be held invalid, or any provision of this Mortgage or of the Note shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Mortgage or of such Note or the other remedies given hereby, but this Mortgage shall be construed and enforced as if all such illegal or invalid provisions had never been inserted herein.

Section 16. Any notice which any party may be required, or may desire, to give hereunder shall be deemed to have been given if mailed by United States Registered or Certified Mail, postage prepaid, return receipt requested, addressed:

In the case of Mortgagor, to:

The Chicago Trust Company
Trustee of Trust No. 1106328
171 N. Clark Street
Chicago, Illinois 60601

with copies to:

1000 South Michigan Avenue, L.L.C.
303 West Madison, Suite 1850
Chicago, Illinois 60606

Ronald R. Delmenico, Esq.
Sears Tower, Suite 7100
233 South Wacker Drive
Chicago, Illinois 60606

In the case of Mortgagee:

Bottlewerks Molding, Inc.
303 West Madison, Suite 1850

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Chicago, Illinois 60606

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With copies to:

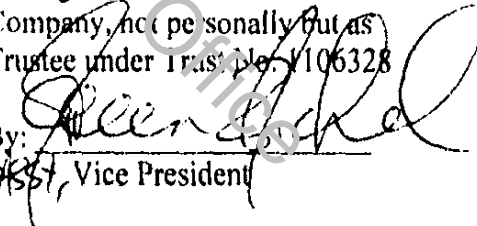
Ronald R. Delmenico, Esq.
Sears Tower, Suite 7100
233 South Wacker Drive
Chicago, Illinois 60606

or to such other address as the party to be served with notice may have furnished to the other party as a place designated for the service of notice. Notices mailed as aforesaid shall be deemed received on the third business day following mailing.

THIS MORTGAGE is executed by Chicago Title Land Trust Company, not personally but as Trustee of Trust No. 1106328 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability on the said Chicago Title Land Trust Company personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors are concerned, the holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Mortgaged Property for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided and/or any other security given for the indebtedness evidenced by the Note.


IN WITNESS WHEREOF, Chicago Title Land Trust Company, not personally but as Trustee under Trust Number 1106328, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its (Assistant) Secretary, the day and year first above written.

Chicago Title Land Trust
Company, not personally but as
Trustee under Trust No. 1106328

By: 
Vice President



ATTEST:

By: 
(Assistant) Secretary

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SCHEDULE A

Legal Description

THE NORTH 2/3 OF BLOCK 20 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, (EXCEPTING THEREFROM: LOT 1, LOT 4 EXCEPT THE SOUTH 1/3 THEREOF, THE EAST 60 FEET OF LOT 2, THE EAST 60 FEET OF LOT 3 EXCEPT THE SOUTH 1/3 THEREOF, AND EXCEPTING THEREFROM A STRIP OF LAND 1.33 FEET WIDE NORTH OF AND ADJOINING LOT 10 IN C. L. HARMON'S SUBDIVISION OF THE SOUTH 1/3 OF SAID BLOCK 20) IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No.

17-15-307-001
17-15-307-002
17-15-307-011
17-15-307-017
17-15-307-018
17-15-307-023
17-15-307-024

Address 920 S. Michigan, Chicago

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