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RECORDATION REQUESTED BY:

LASALLE NATIONAL BANK  
135 S. LaSalle St.  
CHICAGO, IL 60603

WHEN RECORDED MAIL TO:

LASALLE NATIONAL BANK  
135 S. LaSalle St.  
CHICAGO, IL 60603



SEND TAX NOTICES TO:

LASALLE NATIONAL BANK  
135 S. LaSalle St.  
CHICAGO, IL 60603

FOR RECORDER'S USE ONLY

This Mortgage prepared by: LaSalle National Bank  
3201 N ASHLAND AVENUE  
CHICAGO, IL 60657

## MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 20, 1998, between Greenleaf Properties, Inc., whose address is 5532 N. Milwaukee Avenue Suite A, Chicago, IL 60630 (referred to below as "Grantor"); and LASALLE NATIONAL BANK, whose address is 135 S. LaSalle St., CHICAGO, IL 60603 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

LOT 9 in Block 2 in William Devine's 2nd Birchwood Beach Subdivision in Rogers Park, that part of Block 2 of the Circuit Court Partition of the East 1/2 of the North West 1/4 of the North East Fractional 1/4 of SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1324 W. Greenleaf Avenue, Chicago, IL 60626. The Real Property tax identification number is 11-32-106-013-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means Greenleaf Properties, Inc.. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

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**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$250,000.00.

**Lender.** The word "Lender" means LASALLE NATIONAL BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated February 20, 1998, in the original principal amount of \$232,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 1.000 percentage point(s) over the index, resulting in an initial rate of 9.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. The maturity date of this Mortgage is August 20, 1998. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS.**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default or until Lender exercises its right to collect Rents as provided for in the Assignment of Rents form executed by Grantor in connection with the Property, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership

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Property of Cook County Clerk's Office

(Space above this line for recording purposes)

RELEASE OF MORTGAGE

The Mortgagee is the holder of that certain Mortgage dated January 17, 1992, which was recorded on January 22, 1992, in the office of the County Recorder for Cook County, Illinois, and is indexed as: Instrument 92041825. Book, Page. This Mortgage was executed by Gas Tech, Incorporated (Mortgagor), in favor of Bank One, Indiana, NA f/k/a Bank One, Indianapolis, NA, as Mortgagee. The Mortgage having been complied with, the indebtedness secured by in having been fully paid, and the purposes of the Mortgage having been fully satisfied, Mortgagee hereby releases the Mortgage and hereby releases all of the Mortgagee's right, title and interest in and to the property.

Dated: 2/13/98

By: Stacy Roberts

Title: AVP

STATE OF INDIANA, COUNTY OF Marion ss:

Before me Lynda K. Tarrh-Churchill, a Notary Public, this 13th day of February, 1998, Stacey Roberts, Assistant Vice President (Title(s)) of Bank One, Indiana, NA (Name of business or entity) a national banking association acknowledged the execution of the annexed mortgage of the business or entity.

My commission expires: 5/26/01 (Seal)

(Notary Public) Lynda K. Tarrh-Churchill

(Notary's County) Marion

This instrument was prepared by: Joanne Burns

After Recording, Return To:

Praxair, Inc. c/o Mike Carlo 39 Old Ridgebury Road - M1 Danbury, CT 06810



That part of the fractional Southwest 1/4, South of the Indian Boundary Line, of Section 18, Township 39 North, Range 12 East of the Third Principal Meridian bounded and described as follows:

Commencing at the point of intersection of the South line of said Southwest 1/4 with the West line of unlabeled Government Lot in said Southwest 1/4, said point of intersection being 20 chains Government measure West of the Southeast corner of said Southwest 1/4; thence North, along the West line of said Government Lot, 480.00 feet to the point of beginning of the hereinafter described parcel of land; thence continuing North, along the West line of said Government Lot, a distance of 130.00 feet to the North line of the South 610.00 feet of the Southwest 1/4 of said Section; thence South 89° 54' 09" East, along said North line, 500.00 feet; thence South, along a line parallel with the West line of said Government Lot, a distance of 580.00 feet to a line drawn 30.00 feet North of and parallel with the South line of Southwest 1/4; thence North 89° 54' 09" West along said parallel line 414.00 feet to the East line of the West 410.00 feet of said Government Lot; thence North, along said East line, 450.00 feet; thence North 89° 54' 09" West, 26.00 feet to the hereinabove designated point of beginning, (excepting the North 130 feet thereof), all in Cook County, Illinois.

Tax Parcel No. 15-18-303-015

ADDRESS OF PROPERTY:  
12000 West Roosevelt Road,  
Hillside Illinois 60162

Cook County Clerk's Office