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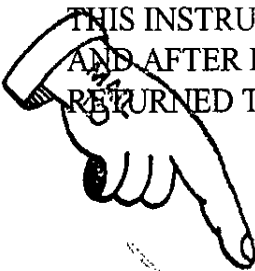
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Cook County Recorder 69.50



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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING SHOULD BE

RETURNED TO: Fagel & Haber
140 South Dearborn Street
Suite 1400
Chicago, Illinois 60603
Attn.: Victor A. Des Laurier, Esq.



PIN(S): 12-13-203-023
12-13-203-024
12-13-203-025
12-13-202-013
12-13-202-014
12-13-202-019

Common Address: 7401 W. Lawrence Avenue,
Harwood Heights, Illinois 60656

AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

This Amended and Restated Mortgage and Security Agreement (this "Mortgage") is executed and delivered this 3rd day of February, 1999, by Breuer Electric Mfg. Co., Inc., doing business as Breuer/ Tornado Corporation, an Illinois corporation ("Breuer"), to American National Bank and Trust Company of Chicago, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, prior hereto, the Bank provided certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Breuer pursuant to, among other things, that certain Loan and Security Agreement dated February 7, 1994, by and between Breuer and the Bank, as successor in interest to NBD Bank, as amended from time to time, and the other documents, agreements and instruments referenced in the foregoing or executed and delivered pursuant thereto. The Financial Accommodations are secured by, among other things, that certain Mortgage dated February 7, 1994, executed and delivered by Breuer to NBD Bank, and recorded with the Cook County, Illinois Recorder's Office on February 18, 1994, as document number 94171816, which encumbers the real property legally described on Exhibit "A" attached hereto (the "Original Mortgage"), and was assigned by NBD Bank to the Bank pursuant to that certain Assignment of Mortgage Documents dated January 25, 1999, executed and delivered by NBD Bank to the Bank and recorded with the Cook County, Illinois Recorder's Office on February 3rd, 1999, as document number 99114091.

Lawyers Title Insurance Corporation

T - 04251 554 - 329610

WHEREAS, Breuer has requested that the Bank provide certain extensions of credit, loans and other financial accommodations to Breuer (collectively the "Financial Accommodations") pursuant to that certain Loan and Security Agreement of even date herewith by and between Breuer and the Bank (as amended, renewed, restated or otherwise modified from time to time, the "Loan Agreement"), and the other documents, instruments and agreements referenced therein or executed and delivered pursuant thereto, including, without limitation, the following documents, each of which is dated of even date herewith and is executed and delivered by Breuer to the Bank: (1) that certain Revolving Note in a maximum aggregate principal amount not to exceed Four Million Five Hundred Thousand and no/100 Dollars (\$4,500,000.00) (as amended, renewed, restated or replaced from time to time, the "Revolving Note"), (2) that certain Term Note A in the principal amount of Two Million Five Hundred Thirty-Three Thousand and no/100 Dollars (\$2,533,000.00) (as amended, renewed, restated or replaced from time to time, "Term Note A"), (3) that certain Term Note B in the principal amount of Four Hundred Seventy-Four Thousand and no/100 Dollars (\$474,000.00) (as amended, renewed, restated or replaced from time to time, "Term Note B"), and (4) that certain Term Note C in the principal amount of One Million Seven Hundred Fifty Thousand and no/100 Dollars (\$1,750,000.00) (as amended, renewed, restated or replaced from time to time, "Term Note C").

WHEREAS, pursuant to the Loan Agreement, Breuer is required to amend and restate the Original Mortgage as set forth in this Mortgage.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration is hereby acknowledged, Breuer hereby covenants unto and agrees with the Bank as set forth in this Mortgage.

1. DEFINITIONS AND TERMS

1.1 The following words, terms or phrases shall have the meanings set forth below:

(A) "Charges": shall mean all national, federal, state, county, city, municipal or other governmental (including, without limitation, any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, water charges, sewer service charges, liens, claims or encumbrances upon or relating to the Mortgaged Property, the Liabilities or the Covenants.

(B) "Covenants": shall mean all now existing and hereafter arising covenants, duties, obligations and agreements of Breuer to and with the Bank, whether pursuant to this Mortgage, the Other Agreements or otherwise.

(C) "Documents": shall mean any mortgage, deed of trust or similar instrument, assignment of leases, assignment of rents, promissory note, security agreement,

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guaranty, financing statement, assignment of insurance, loss payable clause, mortgage title insurance policy, letter of opinion, waiver letter, estoppel letter, consent letter, non-offset letter, insurance certificate, appraisal, survey and any other similar such agreements, instruments or documents.

(D) **“Encumbrances”**: shall mean all liens, security interests, liabilities, claims, debts, exceptions, easements, restrictions, Charges and any other types of encumbrances.

(E) **“Equipment”**: shall mean all now existing or owned and hereafter arising or acquired apparatus, machinery, equipment, furniture, fixtures and other articles of personal property of any and every kind and nature whatsoever, required for use in, on, or in connection with the Premises or the management, maintenance, operation or business thereof and all replacements thereof, substitutions therefore and accessions thereto, including, without limitation, any such item now or at any time or times hereafter situated on the Premises and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, and all other related or other such services.

(F) **“Event of Default”**: shall mean the definition ascribed to this term in Paragraph 6.1 below.

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(G) **“Leases”**: shall mean all present and future leases, agreements, tenancies, licenses and franchises of or relating to the Premises, the Mortgaged Property or the Equipment, or in any way, manner or respect required, existing, used or useable in connection with the Premises, the Mortgaged Property or the Equipment, or the management, maintenance, operation or business thereof, and all deposits of money as advance rent or for security under any or all of the Leases and all guaranties of any lessee's performances thereunder.

(H) **“Liabilities”**: shall mean any and all debts, claims, obligations, demands, monies, liabilities or indebtedness of any and every kind or nature hereofore, now or hereafter owing, arising, due or payable from Breuer to the Bank, however evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, indirect, absolute, contingent, fixed, determinable, undeterminable, insured and uninsured, whether pursuant to the terms and provisions of this Mortgage, the Loan Agreement, the Revolving Note, Term Note A, Term Note B, Term Note C, any of the Other Agreements or otherwise, including, without limitation, all advances made to protect and preserve the value of the Mortgaged Property and the priority of the Bank's lien hereon.

(I) **“Mortgaged Property”**: shall mean (1) the Premises; (2) the Rents; (3) the Leases; (4) the Equipment; (5) all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment or the Leases, or any part thereof, whether under the power of eminent domain or otherwise, or for any damage, whether caused by such taking or otherwise thereto; (6) all present and future insurance

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policies in force or effect insuring the Premises, the Rents, the Leases or the Equipment; and (7) all proceeds of each and every of the foregoing.

(J) **"Other Agreements"**: shall mean all agreements, instruments and documents heretofore, now or from time to time hereafter executed by, or on behalf of, Breuer and delivered to the Bank, including, without limitation, (a) the Loan Agreement, (b) the Revolving Note, (b) Term Note A, (c) Term Note B, (d) Term Note C; (e) any other promissory notes executed and delivered by Breuer to the Bank at any time hereafter, whether amendments, renewals, substitutions or modifications of the foregoing notes or otherwise, and (f) all of the other agreements referenced in or executed and delivered pursuant to the Loan Agreement, together with any amendments, renewals, modifications, replacements or substitutions to any of the foregoing.

(K) **"Person"**: shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government, whether national, federal, state, county, city, municipal or otherwise, including, without limitation any instrumentality, division, agency, body or department thereof.

(L) **"Premises"**: shall mean all of the real property, and all of Breuer's estate, right, title and interest therein, situated, lying and being in the Village of Harwood Heights, County of Cook, State of Illinois, legally described on Exhibit "A" and commonly known as 7401 W. Lawrence Avenue, Harwood Heights, Illinois, 60656, together with all buildings, improvements, tenements, easements, hereditaments and appurtenances now or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all heretofore or hereafter acquired roads, alleys, streets and other public ways abutting said real estate.

(M) **"Rents"**: shall mean all present and future rents, issues, deposits, income, profits and proceeds of, from or relating to the Premises, the Leases or the Equipment.

2. CONVEYANCE

2.1 To secure the full and timely payment of the Liabilities and the full and timely performance of the Covenants, Breuer hereby reaffirms and restates the mortgage and conveyance granted by Breuer to the Bank in and to the Mortgaged Property pursuant to the Original Mortgage, and hereby further warrants, grants, gives, bargains, confirms, assigns, pledges, sets over, transfers, sells, conveys, remises, releases and otherwise mortgages to the Bank, its successors and assigns, the Mortgaged Property, whether real, personal or mixed. Notwithstanding anything contained herein to the contrary, the Liabilities secured hereby shall in no event exceed Fifty Million and no/100 Dollars (\$50,000,000.00).

2.2 This Mortgage shall operate as and constitute a Security Agreement with respect to that portion of the Mortgaged Property constituting property or interests in property, whether

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real or personal, tangible or intangible, which are subject to the Uniform Commercial Code with respect to the priority and perfection of security interests or any similar law, statute, code or other governing body of law. Therefore, to secure the full and timely payment of the Liabilities and the full and timely performance of the Covenants, Breuer hereby grants to the Bank a security interest and lien in and to the Mortgaged Property.

2.3 Upon request by the Bank, at Breuer's sole cost and expense, Breuer will promptly make, execute and deliver or will cause to be made, executed and delivered to or for the benefit of the Bank, in form and substance acceptable to the Bank, all Documents necessary or appropriate to evidence, document or conclude the transactions described in or contemplated by this Mortgage and the Other Agreements, or required to perfect or continue perfected the first position priority mortgage, lien and security interest granted herein or in the Other Agreements by Breuer to the Bank upon the Mortgaged Property (collectively the "Bank's Lien").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Breuer represents, warrants and covenants unto the Bank as follows:

(A) Breuer will fully and timely pay, or cause to be paid, when due or declared due, the Liabilities, and will fully and timely perform, discharge, observe and comply with each and every of the Covenants.

(B) Breuer now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to carry on the business of and operate the Mortgaged Property, to enter into, execute and deliver this Mortgage and the Other Agreements, and to encumber the Mortgaged Property to the Bank.

(C) Breuer now and at all times hereafter shall perform all of the transactions described in or contemplated by this Mortgage and the Other Agreements.

(D) The execution, delivery and performance by Breuer of and under this Mortgage and the Other Agreements (i) does not and will not constitute a violation of any applicable law, and (ii) does not and will not conflict with or result in a default or breach of or under any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed, trust deed, note, judgment, order, award, decree or other restriction to which Breuer now is or hereafter shall become a party or by which any of them or any of the Mortgaged Property is or hereafter shall become bound.

(E) Breuer has duly filed and shall continue to timely file all federal, state and other governmental tax and similar returns which Breuer is required by law to file with respect to the Mortgaged Property and the operation and business thereof. All taxes and other sums which are shown to be payable under such returns have been and shall be fully and timely paid and

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Breuer shall maintain adequate reserves in an amount to pay fully all such liabilities which hereafter may accrue.

(F) All of the Leases are and shall remain genuine, in all respects what they purport to be, and free of set-offs, counterclaims or disputes and are valid and enforceable in accordance with their terms. All parties to the Leases have and shall have the capacity to contract thereunder. Except for security deposits provided for under the Leases as indicated by Breuer to the Bank in writing, no advance payments have been or shall be made thereunder.

(G) There is no litigation, action, claim or proceeding pending or threatened which might, in any way, manner or respect, affect the Mortgaged Property, the operation or the business thereof, the Bank's Lien, the collectibility or the ability of Breuer to repay the Liabilities or the financial condition of Breuer or the operation or business thereof.

(H) Breuer possesses and holds and shall maintain adequate properties, interests in properties, leases, licenses, franchises, rights and other permits, certificates, consents and approvals to conduct and operate the business of the Mortgaged Property. None of the foregoing contain or shall contain any term or condition that is more burdensome to said business or different than those customarily possessed or held by other Persons conducting or operating a similar business.

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(I) The location, existence and use of the Premises and the Equipment are and shall remain in compliance with all applicable laws, rules, ordinances and regulations, including, without limitation, building and zoning laws, and all covenants and restrictions of record.

(J) Breuer is and shall remain in peaceful possession of and will forever warrant and defend the Mortgaged Property from and against any and all claims and Encumbrances thereon or thereto.

(K) Breuer is not using the Mortgaged Property for any purpose in violation of any applicable environmental, hazardous waste and substances, health or safety laws, rules or regulations, including, but not limited to, the Resource Conservation and Recovery Act, as amended ("RCRA"), the Toxic Substances Control Act, as amended ("TSCA"), the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), the Clean Air Act, as amended ("CAA"), and the Clean Water Act, as amended ("CWA"), regulations thereunder and corresponding state statutes and regulations. Breuer has all required permits, certificates, consents and approvals required under any applicable environmental, health or safety laws, rules or regulations. Breuer is in compliance with all applicable environmental, health and safety laws, rules or regulations in connection with the use of the Mortgaged Property.

(L) All hazardous waste accumulations at the Mortgaged Property shall be in tanks or containers, as defined in 40 C.F.R. 260.10, and shall be in compliance with applicable

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United States Environmental Protection Agency and State of Illinois small quantity generator limitations under RCRA, regulations thereunder and corresponding Illinois statutes and regulations.

(M) There are no underground storage tanks on the Premises.

(N) No burial, disposal or landfilling of hazardous waste or hazardous substances, regulated substances or other pollutants (as such are defined in RCRA, TSCA, CERCLA, CAA or CWA) will be carried on at the Mortgaged Property. Further, Breuer shall operate no surface impoundment, lagoon, or other earthen device for the purposes of treatment, storage or disposal of hazardous wastes and hazardous substances.

(O) Breuer shall not use, release or cause to be used or released asbestos as defined by 29 C.F.R. 1910.1001(a). Any repairs, maintenance or modifications to the Mortgaged Property which may result in release of asbestos shall be performed by or under the supervision of personnel appropriately accredited by the State of Illinois or the United States Environmental Protection Agency.

(P) Breuer shall immediately provide the Bank a copy of any administrative, civil or criminal complaint received by Breuer alleging (i) violations of environmental, health and safety statutes, ordinances or regulations, or (ii) bodily injury or property damage arising from Breuer's operations or Breuer's ownership of the Mortgaged Property.

(Q) There are no unpaid assessments in connection with the Mortgaged Property nor any assessment liens arising from the non-payment of any such assessments.

3.2 Breuer further represents, warrants and covenants unto the Bank as follows:

(A) Breuer is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee-simple title to the Mortgaged Property, free and clear of all Encumbrances, except for the Bank's Lien and those Encumbrances described on Exhibit "B" to this Mortgage (the "Permitted Encumbrances").

(B) Breuer will (i) not materially change the use or character of or abandon the Mortgaged Property, (ii) keep the Mortgaged Property in good condition and repair and (iii) not commit or suffer waste and will make all necessary repairs, replacements and renewals, including, but not limited to, the replacement of any items of the Equipment to the Mortgaged Property so that the value and operating efficiency thereof shall at all times hereafter be maintained and preserved. Breuer shall not remove any trade fixture or demolish any building or improvement located in or on the Premises without the Bank's prior written consent. Breuer shall (iv) pay for and promptly complete any building or improvement at any time in the process of erection upon the Premises, (v) refrain from impairing or diminishing the value of the Mortgaged Property, and (vi) make no material alterations to the Mortgaged Property which in

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the reasonable opinion of the Bank diminishes its value. Subject to the provisions of subparagraphs 4.3 and 4.5(B) of this Mortgage, if the Bank elects to make all or a portion of any insurance, eminent domain or condemnation proceeds available to Breuer, Breuer shall promptly repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed. Breuer shall comply with all laws and municipal ordinances governing the Mortgaged Property and the use thereof. At all times during the term of this Mortgage and the Other Agreements, Breuer shall permit the Bank, and its agents, access to inspect the Mortgaged Property.

(C) Breuer shall fully and timely pay and discharge, as and when due and payable, all Charges that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof. Breuer shall, immediately upon the Bank's request, deliver to the Bank receipts evidencing payment thereof or partial payment thereof, if payable in installments, at least thirty (30) days before delinquency; provided, however, that Breuer shall have the right to contest in good faith, by an appropriate proceeding properly initiated and diligently conducted, the validity, amount or imposition of any Charges, and upon such good faith contest, to delay or refuse payment thereof, if (i) Breuer establishes with the Bank, adequate reserves to cover such contested Charges, and (ii) either such contest will not affect the priority or value of the Bank's Lien on the Mortgaged Property or Breuer otherwise take steps reasonably acceptable to the Bank to protect the priority and value of the Bank's Lien on the Mortgaged Property. If at any time the United States of America shall require internal revenue stamps to be affixed to this Mortgage, Breuer will pay for the same, together with any interest or penalties imposed in connection therewith.

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(D) Except for the Bank's Lien and the Permitted Encumbrances, Breuer shall keep the Mortgaged Property free and clear of all Encumbrances of any and every kind and nature including, without limitation, mechanics' liens and other similar liens or claims for liens. Breuer shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become, or be secured by, an Encumbrance and, immediately upon request by the Bank, shall deliver to the Bank evidence satisfactory to the Bank of the payment and discharge thereof. If, in accordance with the terms of this Mortgage, the Bank makes payment of any such Encumbrance, the Bank shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

(E) Breuer shall not, at any time or times hereafter, pledge, hypothecate, encumber, mortgage, sell, permit or otherwise transfer all or any portion of the Mortgaged Property or Breuer's interest therein.

(F) All present and future items of fixtures, equipment, furnishings or other tangible personal property, whether or not constituting a part of the Mortgaged Property, related, necessary to or used or useable in connection with any present or future building or improvement on the Premises, or the operation or business thereof, are and will be owned free and clear of all Encumbrances, except for the Bank's Lien and the Permitted Encumbrances, and Breuer will not

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acquire any such property subject to any Encumbrance, except for the Bank's Lien and the Permitted Encumbrances.

3.3 If Breuer fails to (i) keep the Mortgaged Property in good operating condition and repair or replace or maintain the same as herein agreed, (ii) pay the premiums for the insurance which is required to be maintained hereunder, (iii) pay and discharge all Encumbrances as herein agreed, or upon an Event of Default, the Bank, in its sole discretion, may cause such repairs or replacements to be made, obtain such insurance or pay and discharge such Encumbrances; provided, however, the Bank shall give Breuer ten (10) days' prior written notice of its intent to take such action and Breuer shall have the opportunity during such ten (10) day period to take the action set forth in the notice and provide the Bank with proof thereof. Any amounts paid by the Bank in taking such action together with interest thereon at the "Default Rate" (as defined in the Revolving Note) shall be due and payable by Breuer to the Bank upon demand, and, until paid, shall constitute a part of the Liabilities secured by this Mortgage and the Other Agreements. Notwithstanding the foregoing, such advances by the Bank shall not be deemed to relieve Breuer from any Event of Default hereunder or impair any of the Bank's rights or remedies. The exercise of the right to take such action shall be optional with the Bank and not obligatory upon the Bank, and in no event whatsoever shall the Bank be liable to Breuer for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, the Bank may rely upon any bills delivered to it by Breuer or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

4. TAXES, INSURANCE AND CONDEMNATION

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4.1 Breuer represents, warrants and covenants unto the Bank as follows:

(A) Breuer, at all times, shall keep and maintain the Mortgaged Property fully insured, without co-insurance, against loss or damage by, or abatement of rental income resulting from, fire and such other hazards, casualties and contingencies as the Bank, from time to time, may require with insurance companies, and in form, amounts and for such periods as are satisfactory to the Bank, but, in any event, for not less than the full replacement cost of the Mortgaged Property. All such policies and renewals thereof shall contain, in form and substance acceptable to the Bank, standard mortgagee loss payable clauses naming the Bank as a loss payee and additional insured, together with a standard waiver of subrogation endorsement and shall be delivered to the Bank, with premiums therefore paid in full by Breuer. All policies shall provide that the insurer may not cancel same without thirty (30) days prior written notice to the Bank. Breuer will provide immediate written notice to the Bank of any material loss or damage to the Mortgaged Property caused by any casualty. In the event of a deed in lieu of foreclosure or other foreclosure of title to the Mortgaged Property, all right, title and interest of Breuer in and to any policies then in force shall pass to the purchaser, grantee or assignee.

(B) Upon demand by the Bank after the occurrence and continuation of an Event of Default, Breuer shall, on the first (1st) day of each month until the Liabilities are fully

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paid, deposit with the Bank for payment of current year's insurance premiums, a sum equal to one-twelfth (1/12th) of one hundred fifteen percent (115%) of the immediately preceding year's insurance premiums for all insurance policies required to be obtained and maintained by Breuer arising with respect to the Mortgaged Property. Provided that no Event of Default then exists, and no event which with notice, lapse of time or both would become an Event of Default, the Bank shall, pay when and to whom due and payable, all of the aforesaid insurance premiums. Notwithstanding the foregoing, the Bank does not assume any of Breuer's obligations to make such payments and nothing contained in this Mortgage or the Other Agreements shall require the Bank to perform any such obligations of Breuer. Upon the occurrence of an Event of Default under this Mortgage, the Bank shall not be obligated to make such payments, but, at its sole election and in its discretion, may make any or all such payments or apply such deposits to the Liabilities.

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4.2 Breuer hereby authorizes the Bank:

- (a) to settle and compromise all claims under all insurance policies;
- (b) to demand and receive all monies becoming due or payable under all insurance policies;
- (c) to execute, in the name of Breuer or the name of the Bank, any proofs of loss, notices or other instruments in connection with all claims under all policies; and
- (d) to assign all policies to any holder of the Liabilities or to the grantee of the Mortgaged Property in the event of the foreclosure or other transfer of title to the Mortgaged Property.

4.3 In the event of payment under any of the policies, Breuer acknowledges and agrees that the proceeds of any of the insurance policies shall be paid by the insurer to the Bank and the Bank may, in its sole discretion, in whole or in part after deducting all costs of collection, including attorneys' fees, either:

- (a) make available to Breuer all or a portion of such proceeds necessary to replace, reconstruct, repair or restore the Mortgaged Property or any portion thereof;
- (b) apply all or a portion of such proceeds as payment on account of the Liabilities whether or not then due and payable without affecting the amount or time of subsequent payments required to be made by Breuer to the Bank whether pursuant to the Other Agreements or otherwise;

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(c) apply such proceeds, in whole or in part, to satisfy, perform or discharge any of the Covenants;

(d) require that Breuer continues paying the Liabilities as and when due and payable notwithstanding any loss of use of all or any part of the Mortgaged Property; and

(e) if, prior to the receipt by the Bank of proceeds of such policies, the Mortgaged Property shall have been transferred pursuant to a deed in lieu of foreclosure or otherwise sold or transferred by foreclosure of this Mortgage, receive proceeds of such policies to the extent of any deficiency with interest thereon at the Default Rate, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and the attorneys' fees, costs, expenses and disbursements incurred by the Bank in connection with the collection of the proceeds of such policies.

Notwithstanding the foregoing, if the proceeds of any insurance policies required hereunder are less than \$300,000.00 in the aggregate in any single calendar year, the Bank shall make such proceeds available to Breuer to be used in accordance with Section 4.3(a) above.

4.4 Breuer further represents, warrants and covenants unto the Bank as follows:

(A) Upon demand by the Bank after the occurrence and continuation of an Event of Default, Breuer shall, on the first (1st) day of each month until the Liabilities are fully paid, deposit with the Bank for payment of current or the immediately succeeding years Charges, a sum equal to one-twelfth (1/12th) of one hundred fifteen percent (115%) of that portion of the total annual Charges arising with respect to the Mortgaged Property for the most recent ascertainable tax year. Provided that no Event of Default then exists, and no event which with notice, lapse of time or both would become an Event of Default, the Bank shall, pay when and to whom due and payable under applicable law, all of the aforesaid Charges. Notwithstanding the foregoing, the Bank does not assume any of Breuer's obligations under said laws to make such payments and nothing contained in this Mortgage or the Other Agreements shall require the Bank to perform any such obligations of Breuer. Upon the occurrence of an Event of Default under this Mortgage, the Bank shall not be obligated to make such payments, but, at its sole election and in its discretion, may make any or all such payments or apply such deposits to the Liabilities.

(B) If the deposits required by Paragraph 4.4(A) above are insufficient to pay the Charges for which they are provided, thirty (30) days before such Charges shall become due and payable, Breuer shall deposit with the Bank such additional monies as are necessary to pay, in full, such Charges.

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4.5 Breuer further represents, warrants and covenants unto the Bank as follows:

(A) All awards now or hereafter made by any public or quasi-public authority to or for the benefit of Breuer in any way, manner or respect affecting, arising from or relating to the Mortgaged Property, or any portion thereof, by virtue of an exercise of the right of eminent domain by such authority, including, without limitation, any award for taking of title, possession, right of access to a public way or for any change of grade of streets affecting the Mortgaged Property, hereby are assigned to the Bank as additional security for the full and timely payment of the Liabilities and the full and timely performance of the Covenants, and for such purpose, Breuer hereby grants to the Bank a security interest therein.

(B) The Bank is hereby authorized, directed and empowered to collect and receive the proceeds of any such awards and to give proper receipts therefore whether in Breuer's name, in the Bank's name or in both names, and may, in the Bank's sole and absolute discretion, after deducting all costs of collection, including, but not limited to, attorneys' fees:

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(1) apply such proceeds, in whole or in part, to the Liabilities whether or not then matured and without affecting the amount or time of subsequent payments required to be made by Breuer to the Bank under this Mortgage or the Other Agreements;

(2) apply such proceeds, in whole or in part, to satisfy, perform or discharge any of the Covenants;

(3) make available to Breuer all or a portion of such proceeds to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to the Bank; or

(4) require that Breuer continues to pay the Liabilities as and when due and payable notwithstanding any loss of use of all or any part of the Mortgaged Property.

(C) Breuer, promptly after request by the Bank, shall make, execute and deliver or cause to be made, executed and delivered to or for the benefit of the Bank any and all assignments and other instruments sufficient to assign, and cause the payment directly to the Bank of, all such awards, free and clear of all Encumbrances, except for the Bank's Lien and the Permitted Encumbrances. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Breuer shall continue to pay all of the Liabilities as and when due and payable. If, prior to the receipt by the Bank of such award or payment, the Mortgaged Property shall have been transferred by a deed in lieu of foreclosure or otherwise sold or transferred by foreclosure of this Mortgage, the Bank shall have the right to receive such award or payment to the extent of any deficiency with interest thereon at the Default Rate, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or

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denied, and the attorneys' fees, costs, expenses and disbursements incurred by the Bank in connection with the collection of such award or payment.

5. LEASES AND RENTS

5.1 Provided an Event of Default does not exist under this Mortgage or the Other Agreements, Breuer shall have the right to collect all of the Rents arising from the Leases, or renewals thereof, and shall hold the same, in trust, to be applied, except as otherwise provided by applicable law, first to the payment of all Charges upon the Mortgaged Property, second to the cost of the maintenance of insurance policies upon the Mortgaged Property required hereby, and third to the maintenance and repairs required hereby, before using any part of the Rents for any other purposes.

5.2 At all times, the Bank, or any of the Bank's agents, shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Breuer, the Bank, a nominee of the Bank or in any or all of said names.

5.3 Unless the Bank agrees otherwise in writing, Breuer shall: (a) promptly upon Breuer's receipt or learning thereof, inform the Bank, in writing, of any assertion of any claims, offsets or counterclaims by any of the obligors of the Leases; (b) not permit or agree to any extension, compromise or settlement or make any change or modification of any kind or nature of or with respect to the Leases or the terms thereof; and (c) promptly upon Breuer's receipt or learning thereof, furnish to and inform the Bank of all adverse information relating to or affecting the financial condition of any obligor of the Leases.

5.4 Breuer acknowledges and agrees that:

(A) Breuer shall, contemporaneously herewith, deliver to the Bank true, accurate and complete copies of the Leases in form and substance acceptable to the Bank, with appropriate endorsement or other specific evidence of assignment thereto to the Bank, which endorsement or assignment shall be in form and substance acceptable to the Bank.

(B) The Bank may, at its election, without notice thereof to Breuer, notify any or all of the obligors of the Leases that the Leases have been assigned to the Bank and, upon an Event of Default, the Bank, whether in its name, in the name of Breuer or in both names, may direct said obligors thereafter to make all payments due from them under the Leases directly to the Bank.

(C) Upon an Event of Default, Breuer shall irrevocably direct all obligors of the Leases to make all payments under the Leases directly to the Bank.

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(D) Upon an Event of Default, the Bank shall have the right without notice thereof to Breuer, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise, in the name of Breuer, the Bank or in both names.

(E) Upon an Event of Default, the Bank may (i) demand payment of the Rents and performance of the Leases; (ii) enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (iii) exercise any or all of Breuer's rights, interests and remedies in and under the Leases and to collect the Rents; (iv) settle, adjust, compromise, extend or renew the Leases or the Rents; (v) settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (vi) take possession, in any manner, of the Rents; (vii) prepare, file and sign Breuer's name on any Proof of Claim in bankruptcy, or similar document in a similar proceeding, against any obligor of the Leases; (viii) endorse the name of Breuer upon any payments or proceeds of the Rents and deposit the same to the account of the Bank; and (ix) do all acts and things necessary, in the Bank's discretion, to carry out any or all of the foregoing.

(F) All of the foregoing payments and proceeds received by the Bank shall be utilized by the Bank, at its election and in its discretion, for any one or more of the following purposes: (i) to be held by the Bank as additional collateral for the payment of the Liabilities; (ii) to be applied against the Liabilities, in such manner as the Bank may determine in its sole and absolute discretion; (iii) to be applied against the Covenants, or the operation or business thereof as the Bank, at its election, shall determine; or (iv) to be remitted to Breuer.

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6. DEFAULT

6.1 The occurrence of any one or more of the following shall constitute an "Event of Default" under this Mortgage:

(A) Breuer fails to fully and timely pay the Liabilities, when due and payable or declared due and payable;

(B) Breuer fails or neglects to perform, keep or observe any of the Covenants; provided, however, Breuer shall have a period of thirty (30) days after notice thereof from the Bank to cure a breach of the Covenants set forth in the following Sections of the Loan Agreement provided that during such thirty (30) day cure period Breuer diligently seeks to cure such breach: Sections 4.2, 4.11, 7.2 and 9.1(A); provided, further, Breuer shall have a period of thirty (30) days after the occurrence thereof to cure a breach of the Covenants set forth in the following Sections of the Loan Agreement provided that during such thirty (30) day cure period Breuer diligently seeks to cure such breach: Sections 9.1(I), 9.1(W) and 9.2(B);;

(C) if any material statement, report or certificate made or delivered by Breuer, or any of its officers, employees, or agents, to the Bank is not true and correct in every material respect;

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(D) any of Breuer's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors;

(E) a petition under the United States Bankruptcy Code or any similar federal, state or local law, statute or regulation shall be filed by Breuer;

(F) a petition under the United States Bankruptcy Code or any similar federal, state or local law, statute or regulation shall be filed against Breuer and such petition is granted or is not dismissed or stayed within forty-five (45) days after the filing thereof;

(G) Breuer shall make an assignment for the benefit of creditors, or an application is made by Breuer for the appointment of a receiver, trustee, custodian or conservator for Breuer or any of Breuer's assets;

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(H) an application is made against Breuer for the appointment of a receiver, trustee, custodian or conservator for Breuer or any of Breuer's assets;

(I) Breuer is enjoined, restrained or in any way prevented by court order from conducting any part of its business affairs and such court order is not dismissed within ten (10) business days of the entry thereof;

(J) a lawsuit or other proceeding is filed against Breuer to liquidate, in the aggregate, more than Twenty-Five Thousand and no/100 Dollars (\$25,000.00) of Breuer's assets;

(K) a lawsuit or other proceeding is filed by Breuer to liquidate any of Breuer's assets;

(L) if a notice of a lien, levy or assessment is filed of record with respect to any of Breuer's assets by the United States of America or any department, agency or instrumentality thereof, or by any state, county, municipal or other governmental department, agency, or instrumentality, including without limitation, the Pension Benefit Guaranty Corporation;

(M) Breuer defaults in the payment of its other obligations or liabilities which individually or in the aggregate exceeds Fifty Thousand and no/100 Dollars (\$50,000.00), and such default is not cured within the time, if any, specified therefor;

(N) the occurrence of a breach, default or event of default under any agreement, instrument or document executed and delivered by any Person to the Bank pursuant to which such Person has guaranteed to the Bank the payment of the Liabilities or such Person terminates or purports to terminate his guarantee of the Liabilities to the Bank;

(O) a breach, default or event of default occurs under any of the Other Agreements, after the expiration of the applicable grace or cure period, if any;

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(P) there shall be entered against Breuer one or more judgments or decrees in excess of Fifty Thousand and no/100 Dollars (\$50,000.00) in the aggregate at any one time outstanding for Breuer, excluding those judgments or decrees (i) that shall have been stayed, vacated or bonded, (ii) that shall have been outstanding less than 30 days from the entry thereof, or (iii) for and to the extent to which Breuer is insured and with respect to which the insurer specifically has assumed responsibility in writing; or

(Q) the Bank, in good faith, believes its prospect of payment or performance of the Liabilities and the Covenants is impaired or it deems itself insecure for whatever reason.

6.2 Upon the occurrence of an Event of Default, without notice to or demand of Breuer, all of the Liabilities shall become immediately due and payable, and the Bank, in its discretion and at its election, may do any one or more of the following:

(A) Without notice to Breuer, foreclose upon the Bank's Lien and exercise any rights or remedies granted to the Bank under this Mortgage, the Other Agreements, or provided by law, in equity or otherwise. Upon an Event of Default, the Liabilities shall bear interest at the Default Rate.

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(B) Subject to applicable law, forcibly or otherwise, enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the Mortgaged Property, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property as fully as Breuer might do if in possession thereof, including, but not limited to, the making of all repairs and replacements deemed necessary by the Bank and the leasing of the Mortgaged Property, or any part thereof, from time to time, and after deducting all attorneys' fees, costs, fees and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to the Liabilities. At the option of the Bank, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice in accordance with Section 7.1 of this Mortgage. Breuer agrees to surrender possession of the Mortgaged Property to the Bank immediately upon the occurrence of an Event of Default. If Breuer shall remain in physical possession of the Mortgaged Property, or any part thereof, after an Event of Default, such possession shall be as a tenant at sufferance of the Bank, and Breuer agrees to pay to the Bank, or to any receiver appointed as provided below, after an Event of Default, a monthly rental for the Mortgaged Property, or the part thereof so occupied by Breuer to be applied as provided above in the first sentence of this Subparagraph, and to be paid in advance on the first day of each calendar month, and, upon failure to do so, Breuer may be dispossessed by the usual summary proceedings. In the event Breuer shall so remain in possession of all, or any part of, the Mortgaged Property, said monthly rental shall be in amounts established by the Bank in its discretion. This covenant shall be effective irrespective of (i) whether any foreclosure proceeding shall have been instituted, and (ii) any application for, or appointment of, a receiver.

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(C) File one or more suits at law or in equity for the foreclosure of all or any portion of this Mortgage or to collect the Liabilities. In the event of the commencement of any such suit by the Bank, the Bank shall have the right, either before or after sale, without notice and without requiring bond, as notice and bond are hereby expressly waived by Breuer, and without regard to the solvency or insolvency of Breuer at the time of application and without regard to the then value of the Mortgaged Property or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Mortgaged Property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption as well as during any further times when Breuer, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of the Liabilities. In case of a sale pursuant to foreclosure, the Premises may, but need not, be sold as one parcel.

(D) If the Bank commences any suit to foreclose this Mortgage, the Bank shall have the right to apply to the court in which such proceedings are pending for entry of an order placing the Bank in possession of the Mortgaged Property. If an order is entered placing the Bank in possession of the Mortgaged Property, the Bank may thereupon enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the Mortgaged Property, receive all Rents, and issue receipts therefore, manage, control and operate the Mortgaged Property, including, but not limited to, the making of all repairs and replacements deemed necessary by the Bank and the leasing of the Mortgaged Property or any part thereof, from time to time, and, after deducting all attorneys' fees, costs, fees and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to the Liabilities. At the option of the Bank, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice of entry of the order placing the Bank in possession in accordance with Section 7.1 of this Mortgage. If Breuer shall remain in physical possession of the Mortgaged Property after entry of an order placing the Bank in possession, Breuer's possession shall be as a tenant at sufferance of the Bank, and Breuer agrees to pay to the Bank, or to any other Person authorized by the Bank, after entry of such order, a monthly rental for the Mortgaged Property, or the part thereof so occupied by Breuer to be applied as provided above in the first sentence of Paragraph 6.2(B) and to be paid in advance on the first day of each calendar month, and, upon failure to do so, Breuer may be dispossessed by the usual summary proceedings. If Breuer shall so remain in possession of all or of any part of the Mortgaged Property, said monthly rental shall be in amounts established by the Bank in its discretion.

6.3 Upon the occurrence of an Event of Default under this Mortgage, there will be added to and included as part of the Liabilities, and allowed in any decree for sale of the Mortgaged Property or in any judgment rendered in connection with this Mortgage or the Other Agreements the following: (a) all of the costs, fees and the expenses of taking possession of the

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Mortgaged Property and of the holding, using, leasing, maintaining, repairing and selling of the Mortgaged Property, including, but not limited to, the costs, fees, charges, expenses and attorneys' fees specified in Paragraph 6.4 below; (b) receivers' fees; (c) any and all expenditures which may be paid or incurred by or on behalf of the Bank for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, Torrens certificates and other similar data and assurances with respect to the title to the Mortgaged Property; (d) all prepayment or similar premiums, if any; and (e) all other costs, fees and expenses which the Bank deems necessary to prosecute or enforce any right or remedy it has under this Mortgage, the Other Agreements, at law, in equity or otherwise, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title or of the value of the Mortgaged Property. All such costs, charges, expenses, prepayment or like premiums, fees and other expenditures shall be a part of the Liabilities, secured by this Mortgage and the Other Agreements, payable on demand and shall bear interest at the Default Rate from the date of the Bank's payment thereof until repaid to the Bank.

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6.4 If foreclosure proceedings are instituted upon this Mortgage, or if the Bank shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding relating to or in connection with the Liabilities or the Covenants, or if the Bank shall incur or pay any expenses, costs, charges, fees or attorneys' fees by reason of the employment of counsel for advice with respect to the Liabilities or the Covenants, and whether in court proceedings or otherwise, such expenses, costs, charges and all of the Bank's attorneys' fees shall be part of the Liabilities, secured by this Mortgage and the Other Agreements, payable on demand and shall bear interest at the Default Rate from the date of the Bank's payment thereof until paid.

6.5 The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Paragraph 6.3 and 6.4 above, second, to the balance of the Liabilities, and third, the surplus, if any, to Breuer.

6.6 If the Bank commences judicial proceedings to foreclose this Mortgage, Breuer, on behalf of themselves, their successors, heirs and permitted assigns, and each and every Person which Breuer may legally bind which acquires any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage: (a) do hereby expressly waive any and all rights of appraisalment, valuation, stay, extension and, to the extent permitted by law, redemption from sale under any order or decree of foreclosure of this Mortgage; and (b) do hereby agree that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is hereby authorized immediately to execute and deliver to any purchaser at any sale a deed conveying the Mortgaged Property, showing the amount paid therefore, or if purchased by the Person in whose favor the order or decree is entered, the amount of his bid therefore.

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6.7 The Bank shall have the right to sue for any sums, whether interest, principal or other sums required to be paid by or for the account of Breuer under the terms of this Mortgage or the Other Agreements as the same become due, or for any other of the Liabilities which shall become due, and without prejudice to the right of the Bank thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Breuer existing at the time such earlier action was commenced.

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6.8 No right or remedy of the Bank hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and the Bank may recover judgment thereon, issue execution therefore, and resort to every other right or remedy available at law, in equity or otherwise, without first exhausting or affecting or impairing the security or any right or remedy afforded by this Mortgage. No delay in exercising, or omission to exercise, any right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by Breuer hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by Breuer of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by the Bank. No terms or conditions contained in this Mortgage may be waived, altered or changed except as evidenced in writing signed by Breuer and the Bank.

6.9 If any rate of interest described in this Mortgage or the Other Agreements is greater than the rate of interest permitted to be charged or collected by applicable law, as the case may be, such rate of interest shall automatically be reduced to the maximum rate of interest permitted to be charged or collected by applicable law.

6.10 Any failure of the Bank to insist upon the strict performance by Breuer of any of the terms and provisions of this Mortgage or the Other Agreements, shall not be deemed to be a waiver of any of the terms and provisions thereof, and the Bank, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Breuer of any and all of the terms and provisions thereof to be performed by such party. Neither Breuer nor any other Person now or hereafter obligated for the payment of the whole or any part of the Liabilities shall be relieved of such obligation by reason of (a) the sale, conveyance or other transfer of the Mortgaged Property, (b) the failure of the Bank to comply with any request of Breuer or of any other Person to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or the Other Agreements, (c) the release, regardless of consideration, of the whole or any part of the collateral or security held for the Liabilities or the Covenants, or (d) any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and the Bank extending or modifying the time of payment of the Liabilities or the Covenants, without first having obtained the consent of Breuer or such other Person, and, in such case, Breuer and all such other Persons, shall continue to be liable on account of the Liabilities and to make such payments according to the terms of any such agreement, extension or modification unless expressly released and discharged in writing by the Bank. The Bank, without notice, may release, regardless of consideration, any part of the security held for the

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Liabilities without, as to the remainder of the security therefore, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. The Bank may resort for the payment of the Liabilities to any other security therefore held by the Bank in such order and manner as the Bank may elect.

7. MISCELLANEOUS

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7.1 Any and all notices, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be in writing and shall be deemed effective when delivered in accordance with the Notice Section of the Loan Agreement.

7.2 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.

7.3 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and heirs of Breuer, and the successors, parents, divisions, affiliates and assigns of the Bank. This Mortgage may not be assigned by Breuer, but may be assigned by the Bank without notice to Breuer. The Bank shall use reasonable efforts to notify Breuer within thirty (30) days after the sale or assignment of this Mortgage; provided, however, the Bank's failure to notify Breuer of such sale or assignment shall not affect any of the Bank's or its assignee's rights and remedies under this Mortgage nor shall the Bank or its assignee be liable to Breuer for such failure to notify.

7.4 This Mortgage shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such a manner as to be valid and enforceable under applicable law, but if any provision of this Mortgage is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Mortgage, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

7.5 The terms and provisions of the Other Agreements are incorporated herein by this reference thereto.

7.6 This Mortgage is given to secure, among other things, a "Revolving Credit" loan as defined in 815 ILCS 205/4.1 of the Illinois Compiled Statutes (1992), and secures not only the Liabilities from Breuer to the Bank existing on the date hereof, but all future advances, whether such advances are obligatory, to be made at the option of the Bank, or otherwise, as are made within twenty (20) years from the date of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage,

although there may be no advance made at the time of execution of this Mortgage, and although there may be no Liabilities outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$50,000,000.00, plus interest thereon, and any disbursements made by the Bank for the payment of taxes, special assessments or insurance on the Mortgaged Property, with interest on such disbursements. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law.

7.7 A portion of the indebtedness secured by this Mortgage is subject to a variable rate of interest. Such rate of interest may increase or decrease based upon the Bank's "Prime Rate" (as defined in the Loan Agreement) in effect from time to time or certain "LIBOR" (as defined in the Loan Agreement) options available to Breuer.

7.8 The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

7.9 Breuer and the Bank irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois, and the United States District Court for the Northern District of Illinois, Eastern Division, with regard to any litigation, actions or proceedings arising from or relating to or in connection with the Liabilities, the Covenants, this Mortgage or the Other Agreements. Breuer hereby irrevocably appoints and designates Robert C. Aument, Esq., located at One Mid America Plaza, Suite 1000, Oak Brook Terrace, Illinois 60181-4710, as Breuer's true and lawful attorney-in-fact and duly authorized agent to accept any service of legal process or any notice which, notwithstanding Breuer's waiver of notice contained in this Mortgage, the Bank desires or elects to provide to Breuer, and agrees that service of process upon such attorney-in-fact shall constitute personal service of process upon Breuer. Breuer shall direct such attorney-in-fact to forward any such notice or service of process to Breuer at an address designated by Breuer. Breuer hereby waives any right they may have to transfer or change the venue of any litigation, actions or proceedings filed in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division, and further waive any objection to service of process upon such attorney-in-fact.

7.10 BREUER AND THE BANK EACH HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS MORTGAGE, THE LIABILITIES, THE COVENANTS OR THE OTHER AGREEMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED IN CONNECTION THEREWITH OR RELATED THERETO.

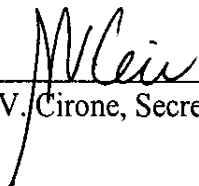
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IN WITNESS WHEREOF, this Mortgage has been duly executed and delivered as of the day and year first above written.

**BREUER ELECTRIC MFG. CO.,
doing business as Breuer/Tornado
Corporation, an Illinois corporation**

By: 
Michael D. Schaffer, Vice President

ATTEST:

By: 
Gary V. Cirone, Secretary

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, Adrienne L. Kielmar, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael D. Schaffer and Gary V. Cirone, personally known to me to be the Vice President and Secretary of Breuer Electric Mfg. Co., whose names are subscribed to the foregoing Amended and Restated Mortgage and Security Agreement, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of February, 1999.

Adrienne L. Kielmar
Notary Public



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EXHIBIT "A" TO MORTGAGE LEGAL DESCRIPTION

PARCEL 1: LOTS 6, 7 AND THE NORTH HALF OF LOT 8 IN KLEFSTAD'S INDUSTRIAL ADDITION TO HARWOOD HEIGHTS, A SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2: LOTS 13 AND 14 IN BLOCK 1 AND THAT PART OF LOTS 15 TO 18 IN SAID BLOCK 1, LYING NORTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID LOT 15 WHICH IS 47.80 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 15 TO A POINT IN THE WEST LINE OF SAID LOT 18, WHICH IS 42.60 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 18, TOGETHER WITH THE EAST AND WEST VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 1 LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 14 AND THE SOUTH LINE OF SAID LOT 14, EXTENDED EAST TO THE EAST LINE OF SAID BLOCK 1 AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 15 TO 18 AND THAT PART OF THE VACATED NORTH AND SOUTH PUBLIC ALLEY IN SAID BLOCK 1, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 13 AND 14 AFORESAID ALL IN LAWRENCE LAWN'S ADDITION, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER AND OF THE NORTH HALF OF THE WEST 10 ACRES OF THE EAST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS: 12-13-203-023
12-13-203-024
12-13-203-025
12-13-202-013
12-13-202-014
12-13-202-019

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COMMON ADDRESS: 7401 W. Lawrence Avenue, Harwood Heights, Illinois 60656

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EXHIBIT "B" TO MORTGAGE PERMITTED ENCUMBRANCES

The encumbrances listed on Schedule B, Part 1 of that certain Title Insurance Policy dated February 18, 1994, issued by Commonwealth Land Title Insurance Company as Policy Number 554-329610.

Doc ID: 102084-3

Property of Cook County Clerk's Office

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