

M O R T G A G E

THIS INDENTURE, made as of this 31 day of October, 1985, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually but solely as Trustee under a Trust Agreement dated December 19, 1984 and known as Trust No. 63166 ("Mortgagor"), to and for the benefit of EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association having its principal place of business in Chicago, Illinois (hereinafter referred to as "Mortgagee"):

W I T N E S S E T H:

Mortgagor is justly indebted to Mortgagee in the principal sum of not more than THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$3,700,000) evidenced by a certain note (the "Note") of even date herewith in that amount, made by Mortgagor and Wildberry, Inc., an Illinois corporation (the "Corporation"), which is the sole beneficiary of Mortgagor, and payable to the order of and delivered to Mortgagee, in and by which Note Mortgagor and the Corporation promise to pay the said principal sum and interest in the manner and at the rates provided therein. The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on June 1, 1988, except that any amounts disbursed by Mortgagee pursuant to the Credit (as defined in the Note), together with all accrued and unpaid interest thereon, shall be due upon demand. Except as expressly contained to the contrary in the Loan Agreement (as hereinafter defined), all such payments on account of the indebtedness evidenced by the Note shall be first applied to interest on the unpaid principal balance and the remainder to principal and all of said principal and interest being made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, 120 South LaSalle Street, Chicago, Illinois 60603.

NOW, THEREFORE, Mortgagor, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and of the Note secured hereby, together with any extensions, renewals or refinancings thereof, and the performance of the covenants and agreements herein contained by Mortgagor to be performed, and also in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto Mortgagee, its successors and assigns, the real estate and all of its estate, right, title and interest therein situate, located in Cook County, Illinois and legally described on attached Exhibit A which together with the property hereinafter described, is referred to herein as the "Premises";

This instrument was prepared by and, after recording, return to:
Jerrold M. Peven, Esq.
Greenberger, Krauss & Jacobs, Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601

Permanent Real Estate
Index Tax Number:
07-18-300-005

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TOGETHER with all buildings and improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, refrigerators, curtain and drapery fixtures, partitions, attached floor covering, now or hereafter therein or thereon, and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the Premises and other than such as are owned by any tenant of all or any portion of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared, to the maximum extent permitted by law, to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc.

Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien, subject to Mortgagor's right to insure or bond over any such liens or claims for liens in accordance with the provisions of Paragraph 9.6 of the Loan Agreement (as hereinafter defined); (c) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises superior or inferior to the lien hereof (no such superior or inferior lien to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee, which evidence may consist of satisfactory title insurance; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of law, municipal ordinances, and restrictions of record with respect to the Premises and the use thereof, including without limitation, those relating to building, zoning, environmental protection, health, fire, safety and the formation and sale of

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condominium townhome and coachhouse residences to be constructed on the Premises; (f) make no structural or non-structural alterations to the Premises or any buildings or other improvements now or hereafter constructed thereon, without the prior written consent of Mortgagee, except as expressly permitted under the terms and provisions of the Loan Agreement (as hereinafter defined); (g) suffer or permit no change in the general nature of the occupancy of the Premises as a residential condominium development, without the prior written consent of Mortgagee, except as expressly permitted under the terms and provisions of the Loan Agreement; (h) initiate or acquiesce in no zoning reclassification without the prior written consent of Mortgagee; and (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note. As used in this Paragraph and elsewhere in this Mortgage, the term "indebtedness" shall mean and include the principal sum evidenced by the Note, together with all interest thereon and all other amounts payable to Mortgagee thereunder, and all other sums at any time secured by this Mortgage.

2. Payment of Taxes and Assessments.

Mortgagor shall pay before any penalty or interest attaches all general taxes, special taxes, special assessments, water charges, sewer service charges and all other liens or charges levied or assessed against the Premises of any nature whatsoever when due, and shall furnish to Mortgagee duplicate receipts of payment therefor or other proof reasonably satisfactory to Mortgagee. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor shall have the right to pay such assessment in installments, so long as all such installments are paid prior to the due date thereof.

3. Tax and Insurance Deposits.

Upon the occurrence of an Event of Default (as hereinafter defined), if requested by Mortgagee, Mortgagor covenants and agrees to deposit with Mortgagee monthly until the indebtedness secured by this Mortgage is fully paid, a sum equal to (i) one-twelfth (1/12th) of the annual taxes and assessments for the last ascertainable year (general and special) on the Premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed or to be constructed, in which event the amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) and (ii) one-twelfth (1/12th) of the annual premiums payable for the insurance required to be maintained in accordance with Paragraph 5 hereof. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special) and insurance premiums, respectively, on the Premises next due and payable when they become due. Mortgagee may, at its option, itself pay such taxes, assessments and insurance premiums when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for payment of such taxes, assessments and insurance premiums. If the funds so deposited are insufficient to pay any such taxes, assessments (general or special) and premiums for any year when the same shall become due and payable, Mortgagor shall within ten (10) days after receipt of demand therefor, deposit additional funds as may be necessary to pay such taxes, assessments (general and special) and premiums in full. If the funds so deposited exceed the amount required to pay such taxes,

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assessments (general and special) and premiums for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee. Anything in this Paragraph 3 to the contrary notwithstanding, if the funds so deposited are insufficient to pay any such taxes, assessments (general or special) or premiums or any installment thereof, Mortgagor will, not later than ten (10) days after receipt of demand therefor, deposit with Mortgagee the full amount of any such deficiency and thereafter Mortgagee shall cause such taxes, assessments (general or special) or premiums or installments thereof to be paid from such funds.

4. Mortgagee's Interest In and Use of Deposits.

In the event of a default in any of the provisions contained in this Mortgage or the Note secured hereby, the Mortgagee may at its option, without being required so to do, apply any monies at the time on deposit pursuant to Paragraph 3 hereof, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be irrevocably applied by Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing to make application of such funds to the payment of which they were deposited, accompanied by the bills for such taxes, assessments and insurance premiums. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

5. Insurance.

Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, including without limitation: (a) fire and extended coverage insurance, with vandalism and malicious mischief endorsements, for the full replacement value of the Premises, with inflation guard endorsement; (b) if there are tenants under leases at the Premises, rent or business loss insurance for the same perils described in (a) above payable at the rate per month and for the period specified from time to time by Mortgagee; (c) boiler and sprinkler damage insurance in an amount reasonably satisfactory to Mortgagee, if and so long as the Premises shall contain a boiler and sprinkler system, respectively; (d) if the Premises are located in a flood hazard district, flood insurance whenever in the opinion of Mortgagee such protection is necessary and is available; and (e) such other insurance as Mortgagee may from time to time require. Mortgagor also shall at all times maintain comprehensive public liability, property damage and workmens' compensation insurance covering the Premises and any employees thereof, with such limits for personal injury, death and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms and with companies, amounts and deductibles reasonably satisfactory to Mortgagee, with mortgage clauses attached to all policies in favor of and

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in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgage clause acceptable to Mortgagee. Mortgagor immediately shall notify Mortgagee whenever any such separate insurance is taken out and promptly shall deliver to Mortgagee the policy or policies of such insurance.

In the event of loss Mortgagor will give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, shall be applied by Mortgagee to the restoration or repair of the property damaged as provided in Paragraph 19 hereof. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale. Mortgagor shall furnish Mortgagee, without cost to Mortgagee, at the request of Mortgagee, from time to time, evidence of the replacement value of the Premises.

6. Condemnation.

If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this instrument, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee, who shall release any such award or monies so received or apply the same in whole or in part, after the payment of all of its expenses, including costs and attorneys' fees, to the restoration or repair of the property damaged as provided in Paragraph 19 hereof, if the property can be restored or repaired to constitute a complete architectural unit in Mortgagee's reasonable discretion. In the event the said property cannot be restored or repaired to constitute a complete architectural unit in Mortgagee's reasonable discretion, then such award or monies received after the payment of expenses of Mortgagee as aforesaid shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable. Furthermore, in the event such award or monies so received shall exceed the cost of restoration or repair of the property and expenses of Mortgagee as aforesaid, then such excess monies shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable.

7. Stamp Tax.

If, by the laws of the United States of America, or of any

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state having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Note hereby secured, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note secured hereby.

8. Observance of Lease Agreement.

As additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained herein, Mortgagor and the Corporation, as lessor, have assigned to Mortgagee all of their right, title and interest as lessor in and to all leases which now or hereafter affect the Premises pursuant to the Assignment of Rents and Lessor's Interest in Leases of even date herewith.

Mortgagor will not, without Mortgagee's prior written consent (i) execute an assignment or pledge of any rents and/or any leases affecting all or any portion of the Premises; or (ii) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment, other than security and other deposits.

Mortgagor at its sole cost and expense will (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases affecting all or any portion of the Premises, on the part of the lessor thereunder to be kept and performed; (ii) use its best efforts to enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the lessees to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of the lessor or of the lessees thereunder; (iv) as additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained herein, transfer and assign to Mortgagee any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) give written notice to Mortgagee within five (5) days of the occurrence of any material default under any lease affecting all or any portion of the Premises; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the lessee under any lease affecting all or any portion of the Premises a certificate with respect to the status hereof.

Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagor as lessor under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by lessor, each and all of which covenants and payments Mortgagor agrees to perform and pay.

In the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee under each lease affecting all or any portion of the Premises shall, at the option of Mortgagee, attorn to any person succeeding to the interest of Mortgagor as a result of such enforcement and shall recognize such successor in interest as lessor under such lease without change in the terms or other provisions thereof;

provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each lessee, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

9. Effect of Extensions of Time.

If the payment of said indebtedness or any part thereof be extended or varied or if any part of any security for the payment of the indebtedness be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons in accordance with the terms and conditions of the Loan Documents (as hereinafter defined) being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

10. Effect of Changes in Laws Regarding Taxation.

In the event of the enactment after this date of any law of the state in which the Premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holders thereof, then, and in any event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Mortgagee. Notwithstanding the foregoing, if in the opinion of counsel for Mortgagee (a) it is unlawful to require Mortgagor to make such payment or (b) the making of such payment will result in the imposition of interest beyond the maximum amount permitted by law then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable thirty (30) days from the giving of such notice.

11. Mortgagee's Performance of Defaulted Acts.

Upon the occurrence of an Event of Default, Mortgagee may, but need not, make any payment or perform any act herein 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 consent to any tax or assessment or cure any default of Landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 7 or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall

become immediately due and payable without notice and with interest thereon at an annual rate (the "Default Rate") equal to the Prime Rate of interest in effect from time to time at Exchange National Bank of Chicago plus three percent (3%). The interest accruing under this Paragraph 11 shall be immediately due and payable by Mortgagor to Mortgagee, and shall be additional indebtedness evidenced by the Note and secured by this Mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

12. Mortgagee's Reliance on Tax Bills, etc.

Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim or lien which may be asserted, provided that Mortgagee shall give to Mortgagor five (5) days' prior written notice thereof.

13. Acceleration of Indebtedness in Event of Default.

Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

(a) Mortgagor fails to pay any installment of principal or interest payable pursuant to the Note or this Mortgage when due;

(b) Mortgagor fails to promptly perform any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under (i) the Note, (ii) this Mortgage, (iii) the Construction Loan Agreement (the "Loan Agreement") made among Mortgagor, the Corporation and Mortgagee (iv) the Combined Security Agreement and Assignment of Beneficial Interest in Land Trust of even date herewith made by the Corporation to Mortgagee, (v) the Security Agreement (Chattel Mortgage) of even date herewith made by Mortgagor and the Corporation to Mortgagee, (vi) the Assignment of Rents and Lessor's Interest in Leases of even date herewith made by Mortgagor and the Corporation to Mortgagee, (vii) the Assignment of Plans, Specifications, Construction and Service Contracts of even date herewith made by Mortgagor and the Corporation to Mortgagee, or (viii) the Assignment of Sales Contracts of even date herewith made by Mortgagor and the Corporation to Mortgagee (the documents described in sections (i) through (viii) above, both inclusive, being hereinafter collectively referred to as the "Loan Documents"); provided, however, that unless and until the continued operation or safety of the Premises, or the priority, validity or enforceability of this Mortgage or the lien hereof or the lien of any other security granted to Mortgagee or the value of the Premises is immediately threatened or jeopardized, Mortgagor shall have a period not to exceed thirty (30) days after written notice of such failure of performance or observance to cure the same, except that if such failure cannot by its nature be cured within thirty (30) days, and if Mortgagor commences to cure such failure promptly after notice thereof and thereafter

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diligently pursues the curing thereof (and in all events cures such failure within ninety (90) days after notice thereof), Mortgagor shall not be in default during such period of diligent curing;

(c) Any material inaccuracy or untruth arises at any time in any representation, covenant, or warranty made in this Mortgage or any of the other Loan Documents by Mortgagor or the Corporation;

(d) At any time, Mortgagor, the Corporation or any guarantor of the Note files at any time a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal, State, or other statute or law or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor, the Corporation or any guarantor of the Note, or of all or any substantial part of the property of Mortgagor, the Corporation or any guarantor of the Note or of any of the Premises;

(e) The commencement of any involuntary petition in bankruptcy against Mortgagor, the Corporation or any guarantor of the Note or the institution against Mortgagor, the Corporation or any guarantor of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future Federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor, the Corporation or any guarantor of the Note, which shall remain undismissed or undischarged for a period of sixty (60) days;

(f) A violation of the provisions of Paragraph 26 hereof occurs.

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the indebtedness hereby secured to be immediately due and payable without notice to Mortgagor, with interest thereon from the date of such Event of Default at the Default Rate. If while any insurance proceeds or condemnation awards are being held by Mortgagee to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Premises, as set forth in Paragraph 19 hereof, Mortgagee shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by it over the amount of indebtedness then due hereunder shall be returned to Mortgagor or any party entitled thereto without interest.

14. Foreclosure; Expense of Litigation.

When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures

and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the enforcement of Mortgageor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in connection therewith or in any litigation or proceeding affecting this Mortgage, the Note or said Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgageor, with interest thereon at the Default Rate and shall be secured by this Mortgage.

15. Application of Proceeds of Foreclosure Sale.

The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 14 hereof; second, all other items which may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided and all principal and interest remaining unpaid on the Note; and third, any surplus to Mortgageor, its successors or assigns, as their rights may appear.

16. Appointment of Receiver.

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

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17. Rights Cumulative.

Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

18. Mortgagee's Right of Inspection.

Subject to the rights of lessees under leases affecting all or any portion of the Premises, Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

19. Disbursement of Insurance or Eminent Domain Proceeds.

(a) Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty or by a taking under the power of eminent domain, Mortgagor shall obtain from Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding. Mortgagee agrees that said approval shall not be unreasonably withheld or delayed.

(b) Prior to the payment or application of insurance proceeds or a condemnation or eminent domain award to the repair or restoration of the improvements upon the Premises as provided in Paragraphs 5 and 6 hereof, Mortgagee shall be entitled to evidence of the following:

(i) That Mortgagor is not then in default in any of the terms, covenants and conditions of the Note or the Loan Documents;

(ii) That the expenditure of money as may be received from such insurance proceeds or condemnation award together with the funds to be deposited with Mortgagee pursuant to (iii) below will be sufficient to repair, restore or rebuild the Premises, free and clear of all mechanics' liens;

(iii) That in the event such insurance proceeds or condemnation award shall be insufficient to repair, restore or rebuild the said improvements, Mortgagor or its lessee shall deposit with Mortgagee funds equaling such deficiency, which, together with the insurance proceeds or condemnation award, shall be sufficient to restore, repair and rebuild the the Premises; and

(iv) That prior to the disbursement of any such proceeds held by Mortgagee in accordance with the terms of this Paragraph 19 for the cost of any repair, restoration or rebuilding, Mortgagee shall be furnished with a statement of Mortgagor's architect, certifying the extent of the repair and restoration completed to the date thereof, and such repairs,

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restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by Mortgagee; and Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments. Upon request of Mortgagor, Mortgagee shall disburse such proceeds into a construction escrow and such proceeds shall be disbursed therefrom in accordance with customary escrow procedures.

(c) Prior to the payment or application of insurance proceeds or a condemnation award to the repair or restoration of the improvements upon the Premises as provided in Paragraphs 5 and 6 there shall have been delivered to Mortgagee the following:

(i) A waiver of subrogation from any insurer who claims that no liability exists as to Mortgagor or the then owner or other assured under the policy of insurance in question;

(ii) Such performance and payment bonds, and such insurance, in such amounts, issued by such company or companies and in such forms and substance, as are required by Mortgagee.

(d) In the event Mortgagor shall fail to restore, repair or rebuild the improvements upon the Premises within a reasonable time, then Mortgagee, at its option, and upon not less than thirty (30) days' written notice to Mortgagor, may commence to restore, repair or rebuild the said improvements for or on behalf of Mortgagor, and for such purpose, may perform all necessary acts to accomplish such restoration, repair or rebuilding. In the event insurance proceeds or condemnation award shall exceed the amount necessary to complete the repair, restoration or rebuilding of the improvements upon the Premises, such excess shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable.

(e) In the event: Mortgagor commences the repair or rebuilding of the improvements located on the Premises, but fails to comply with the conditions precedent to the payment or application of insurance proceeds or a condemnation or eminent domain award set forth in this Paragraph 19; or Mortgagor shall fail to restore, repair or rebuild the improvements upon the Premises within a reasonable time, and if Mortgagee does not restore, repair or rebuild the said improvements as provided in subparagraph (d) above; then Mortgagee may, at its option, accelerate the indebtedness evidenced by the Note and apply all or any part of the insurance proceeds or condemnation award against the indebtedness secured hereby.

20. Partial Releases.

Mortgagee shall issue partial releases of the lien of this Mortgage in accordance with and subject to the terms and conditions contained in Article 13 of the Loan Agreement. Any such partial releases shall not impair in any manner the validity or priority of this Mortgage on the portion of the Premises or other security remaining, nor release the personal liability of any person, persons or entity obligated to pay any indebtedness secured hereby, for the full amount of the indebtedness remaining unpaid.

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21. Release Upon Payment and Discharge of Mortgagor's Obligations.

Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby, including any prepayment charges provided for herein or in the Note secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

22. Notices.

Any notice or demand required or permitted to be given under this Mortgage shall be in writing and shall be personally delivered or mailed by United States registered or certified mail, return receipt requested, addressed as follows:

To Mortgagee: Exchange National Bank of Chicago
LaSalle at Monroe and Adams Streets
Chicago, Illinois 60603
Attention: Phillip A. Jones

With copy to: Greenberger, Krauss & Jacobs, Chtd.
180 N. LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attention: Merle Teitelbaum Cowin or
Jerrold M. Peven

To Mortgagor: Wildberry, Inc.
3436 North Kennicott
Arlington Heights, Illinois 60004
Attention: Margot Mack

With copies to: Rudnick & Wolfe
30 North LaSalle Street
Chicago, Illinois 60602
Attention: Richard Levy

Either party may designate a different address for notice purposes by giving notice thereof in accordance with this Paragraph 22; provided, however, that such notice shall not be deemed given until actually received by the addressee. Any notice or demand given by United States mail shall be deemed given on the second business day after the same is deposited in the United States mail as registered or certified mail, addressed as above provided with postage thereon fully prepaid.

23. Waiver of Defenses.

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

24. Waiver of Rights.

To the extent permitted by law, 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 hereby waives the benefit of such laws. To the extent permitted by law, Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure

of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety.

25. Expenses Relating to Note and Mortgage.

(a) Mortgagor will pay all expenses, charges, costs and fees relating to the loan evidenced by the Note and secured by this Mortgage or necessitated by the terms of the Note, this Mortgage or any of the other Loan Documents, including without limitation, Mortgagee's reasonable attorneys' fees in connection with the negotiation, documentation, administration and enforcement of the Note, this Mortgage and the other Loan Documents, all filing, registration or recording fees, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage.

(b) Mortgagor recognizes that, during the term of this Mortgage Mortgagee:

(i) May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

(ii) May make preparations following an Event of Default for, and do work in connection with, Mortgagee's taking possession of and managing the Premises, which event may or may not actually occur;

(iii) May make preparations for and commence other private or public actions to remedy an Event of Default, which other actions may or may not be actually commenced;

(iv) May enter into negotiations with Mortgagor, the Corporation or any guarantor of the Note, or any of their respective agents, authorized employees or attorneys, in connection with the existence or curing of any Event of Default, the sale of the Premises, the assumption of liability for any of the indebtedness represented by the Note or the transfer of the Premises in lieu of foreclosure; or

(v) May enter into negotiations with Mortgagor, the Corporation or any guarantor of the Note, or any of their respective agents, authorized employees or attorneys, pertaining to Mortgagee's approval of actions taken or proposed to be taken by Mortgagor, the Corporation or any guarantor of the Note, which approval is required by the terms of this Mortgage.

All expenses, charges, costs and fees described in this Paragraph 25 shall be so much additional indebtedness secured hereby, shall bear interest from the date so paid by Mortgagee until repaid at the Default Rate and shall be paid, together with said interest, by Mortgagor forthwith upon demand.

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26. Transfer of Premises; Further Encumbrance.

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

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by the Corporation and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor and the Corporation; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises and the beneficial interest free of subordinate financing liens, Mortgagor and the Corporation agree that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntary or by operation of law), including without limitation the placement or granting of liens on all or any part of the Premises or the placement or granting of chattel mortgages, conditional sales contracts, financing or security agreements which would be or create a lien on the personal property utilized in the operation of the Premises, or the placement or granting of a mortgage commonly known as a "wrap around" mortgage or an improvement loan, without Mortgagee's prior written consent shall be an Event of Default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, except as expressly permitted in Article 13 of the Loan Agreement, the occurrence at any time of any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises or the beneficial interest or power of direction under the Mortgagor shall be deemed to be an unpermitted transfer of title to the Premises and therefore an Event of Default hereunder.

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Any consent by Mortgagee, or any waiver of an Event of Default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of Mortgagee upon a subsequent event of default under this Paragraph 26. Mortgagor acknowledges that any agreements, liens or encumbrances created or entered into in violation of the provisions of this Paragraph 26 shall be void and of no force or effect.

27. Business Purpose.

Mortgagor covenants that the proceeds of the loan evidenced by the Note and secured by this Mortgage will be used for the purposes specified in Paragraph (1)(c) of Section 6404, Chapter 17 of the Illinois Revised Statutes, as amended, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

28. Financial Statements.

Mortgagor shall cause to be delivered to Mortgagee, (a) within thirty (30) days of each calendar quarter during the term of this Mortgage, quarterly financial statements of the Corporation, and (b) within 120 days after the end of each calendar year during the term of this Mortgage, annual financial statements of the Corporation. All such statements shall be on Mortgagee's standard form or on such other form as Mortgagee shall approve setting forth the information therein required as of the last day of the relevant period, containing income and expense statements and a balance sheet, prepared by Shepard, Schwartz & Harris and certified to be true, complete and correct by the chief financial officer of the Corporation. At any time and from time to time within ten (10) days after written request therefor has been made, Mortgagor shall cause Mortgagee to be furnished with a copy of the most recent unaudited interim statement of the earnings and operating expenses of the Premises. In addition to the foregoing, Mortgagor shall furnish to Mortgagee, not later than the tenth day of each month during the term of this Mortgage, a monthly report, in such form as shall be acceptable to Mortgagee, on the reservation deposits for condominium townhome and coachhouse residences made and contracts for sale of condominium townhome and coachhouse residences entered into during the preceding month and the status of all reservation deposits made and contracts entered into prior thereto.

29. Statement of Indebtedness.

Mortgagor, within seven (7) days after being so requested by Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against the Mortgage debt or, if such offsets or defenses are alleged to exist, the nature thereof.

30. Further Instruments.

Upon request of Mortgagee, Mortgagor will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage.

31. Miscellaneous.

(a) Successors and Assigns.

This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all co-makers of the Note, whether or not such persons shall have executed this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

(b) Invalidity of Provisions.

In the event one or more of the provisions contained in this Mortgage or the Note secured hereby or in any security documents given to secure the payment of the Note secured hereby shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Mortgage and the Note it secures are to be construed and governed by the laws of the State of Illinois.

(c) Municipal and Zoning Requirements.

Mortgagor shall not by act or omission permit any building or other improvement on premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

(d) Rights of Tenants.

Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Premises. The failure to join any such tenant or tenants as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

(e) Option of Mortgagee to Subordinate.

At the option of Mortgagee, this Mortgage shall become

subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

(f) Use of Proceeds.

Mortgagor warrants that the proceeds evidenced by the Note secured hereby will not be used for the purchase of registered equity securities within the purview of Regulation G issued by the Board of Governors of the Federal Reserve System.

(g) Value for Purposes of Insurance.

Upon request by Mortgagee, Mortgagor agrees to furnish evidence of replacement value, without cost to Mortgagee, of the type which is regularly and ordinarily made for insurance companies, with respect to the buildings and improvements on the Premises.

(h) Mortgagee in Possession.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises by Mortgagee pursuant to this Mortgage.

(i) Relationship of Mortgagee and Mortgagor.

Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses.

(j) Time of the Essence. Time is of the essence of the payment by Mortgagor and the Corporation of all amounts due and owing to Mortgagee under the Note and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage.

32. Construction Loan.

The proceeds of the Note are to be used, inter alia, to finance the construction of improvements of the Premises in accordance with the provisions of the Loan Agreement. The terms and conditions recited and set forth in the Loan Agreement are fully incorporated in this Mortgage and made a part hereof, and a default under any of the conditions or provisions of the Loan Agreement shall constitute a default hereunder. In the event of said default, the holder of the Note may at its option declare the indebtedness secured hereby immediately due and payable, or complete the construction of the improvements consisting of buildings for which construction has previously been commenced, and enter into the necessary contracts therefor, in which case all money expended shall be so much additional indebtedness secured hereby and any money expended in excess of the amount of the original principal shall be immediately due and payable with interest at the Default Rate. Upon the completion of the improvements described and referred

to in the Loan Agreement free and clear of mechanics' lien claims, and upon compliance with all of the terms, conditions and covenants of the Loan Agreement, the Loan Agreement and the terms of this paragraph shall become null and void and of no further force and effect. In the event of a conflict between the terms of the Loan Agreement and this Mortgage, the provisions of the Loan Agreement shall apply and take precedence over this Mortgage.

33. Indemnity.

Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including attorneys' fees and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: the making of the loan evidenced by the Note and secured by this Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage; the offer for sale or sale of any one or more single family residences to be constructed on the Premises; and/or the ownership, use, operation or maintenance of the Premises; provided, however, that Mortgagor's obligations pursuant to this Paragraph 33 shall not extend to any occurrence or matter in which Mortgagee has been guilty of willful misconduct or gross negligence. The indemnity contained in this Paragraph 33 shall not be applicable to claims asserted against Mortgagee by any participating lender in the loan evidenced by the Note, except to the extent such claims relate to or arise from any acts or omissions of Mortgagor or the Corporation, or an Event of Default under the Note, this Mortgage or any of the Loan Documents. All costs provided for herein and paid for by Mortgagee shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest at the Default Rate.

34. Waiver of Right of Redemption.

Pursuant to the specific request and direction of Mortgagor's beneficiary, Mortgagor hereby releases and waives any and all rights to retain possession of the Premises after the occurrence of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of Mortgagor, the trust estate of Mortgagor, all persons and entities interested beneficially in Mortgagor and each and every person (except judgment creditors of Mortgagor in its representative capacity as Trustee of the Trust and/or the trust estate) acquiring any interest in, or title to, the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Section 12-125 of the Illinois Revised Statutes.

35. Fixture Financing Statement.

This Mortgage is intended to be a financing statement within the purview of Section 9-402(b) of the Uniform Commercial Code of Illinois with respect to those items of equipment, goods or inventory which are fixtures on the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in Paragraph 22 hereof. This Mortgage is to be filed for record with the Recorder of Deeds of the county where the Premises are located. Mortgagor is the record owner of the Premises.

36. Signature by Trustee.

This Mortgage is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Mortgagor or on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), 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 and said Trustee personally is concerned, the holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the Premises and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) the assets of the Trust held under the Trust Agreement; (3) the guaranties of the Note and this Mortgage delivered to Mortgagee concurrently herewith; (4) the personal liability of the Corporation, as co-maker of the Note; or (5) any other security given to secure said indebtedness.

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually but solely as Trustee as aforesaid

(SEAL)

By: [Signature]

(Title) Asst Secy

Attest:

(Title)

[Signature]
ASST SECR

3473754

Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, MAXINE J. PEARSON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that T. MICHAEL WHELANT, the VICE PRESIDENT of American National Bank and Trust Company of Chicago (the "Bank") and Robert E. Johnson, the ASSISTANT SECRETARY of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Robert E. Johnson then and there acknowledged that he, as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this _____ day of NOV 04 1985, 1985.

Maxine J. Pearson
NOTARY PUBLIC

(SEAL)

My Commission expires November 20, 1988

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Property of Cook County Clerk's Office

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Submitted by _____

Address _____

From _____

Delivered to _____

Age set _____

Covered _____

Decree _____

Address _____

Notified _____

Gabitz

DR. TRIPLE INSURANCE
ST. WASHINGTON ST. 60602
CHICAGO, ILL. 60602
196426

EXHIBIT A

Legal Description

That part of the Fractional Southwest Quarter (except the West 50 feet thereof) of Section 18 Township 41 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of the West 50.0 feet of said Fractional Southwest Quarter with the North line of said Fractional Southwest Quarter; thence South 00 Degrees 00 Minutes 00 Seconds East along the East line of the West 50.0 feet of said Fractional Southwest Quarter, 860.95 feet to the point of beginning of this legal description; thence Easterly along a curve concave Northerly, having a radius of 638.47 feet, a distance of 124.44 feet to a point of tangency; thence North 73 Degrees 50 Minutes 00 Seconds East, 32.47 feet to a point of curve; thence Easterly along a curve, concave Southerly having a radius of 281.50 feet a distance of 125.69 feet to a point of tangency; thence South 75 Degrees 57 Minutes 01 Seconds East, 57.0 feet to a point of curve; thence Southeasterly along a curve concave Southerly having a radius of 213.50 feet, a distance of 80.77 feet, to a point of reverse curve; thence Northeasterly along a curve concave Northwesterly having a radius of 20.0 feet, a distance of 28.54 feet to a point of tangency, thence North 43 Degrees 58 Minutes 26 Seconds East, 41.92 feet; thence South 46 Degrees 01 Minutes 34 Seconds East, 27.0 feet, to a point of curve; thence Northeasterly along a curve concave Northwesterly, having a radius of 163.50 feet, a distance of 38.09 feet, to a point on said curve; thence South 53 Degrees 38 Minutes 59 Seconds East, 66.90 feet; thence North 90 Degrees 00 Minutes 00 Seconds East, 102.0 feet, to a point on a line, said line being parallel with and 660.0 feet right angle measure to the East line of the West 50.0 feet of said Fractional Southwest Quarter; thence South 00 Degrees 00 Minutes 00 Seconds West along the last described line 667.0 feet; thence North 90 Degrees 00 Minutes 00 Seconds West 660.0 feet to the East line of the West 50.0 feet of said Fractional Southwest Quarter; thence North 00 Degrees 00 Minutes 00 Seconds East along said East line of the West 50.0 feet of said Fractional Southwest Quarter, 215.0 feet; thence North 90 Degrees 00 Minutes 00 Seconds East, 166.0 feet; thence North 00 Degrees 00 Minutes 00 Seconds East, 380.17 feet to a point on a curve; thence Northwesterly along a curve concave Northeasterly having a radius of 44.0 feet, a distance of 69.52 feet to a point of tangency; thence North 11 Degrees 10 Minutes 00 Seconds West, 27.0 feet to a point of curve; thence Northwesterly along a curve concave Southwesterly having a radius of 20.0 feet, a distance of 31.41 feet to a point of tangency; thence South 78 Degrees 50 Minutes 00 Seconds West, 47.54 feet to a point of curve; thence Westerly along a curve concave Northerly, having a radius of 199.04 feet, a distance of 38.79 feet to a point on said East line of the West 50.0 feet of said Fractional Southwest Quarter; thence North 00 Degrees 00 Minutes 00 Seconds East along said East line, 36.0 feet, to the point of beginning, all in Cook County, Illinois.

Street Address:

Intersection of Bode and
Barrington Roads
Streamwood, Illinois 60103

3475754

Office