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MINUTES OF A SPECIAL MEETING OF THE
SHAREHOLDERS - DIRECTORS
OF

MARSCO MANUFACTURING COMPANY, A CORPORATION

I, D.V. ATKINSON, do hereby certify that I am the duly elected and acting Secretary of said Corporation, organized and existing under and by virtue of the laws of the State of Illinois, having its principal place of business in the City of Chicago; that I am the keeper of the corporate records and the seal of said corporation; that the following is a full, true and correct copy of the minutes of a special meeting of the Shareholders-Directors of said corporation, held at the City of Chicago, State of Illinois on the 12th day of November, 1985, that the following resolutions were duly adopted at said meeting and that the same have not in any way been modified or rescinded, but are in full force and effect, and that the said Shareholders-Directors of said corporation have duly ratified and affirmed the same in the form hereinafter set forth.

I do further certify that all of the Shareholders-Directors of said corporation signed a waiver of notice of the time, place and object of the meeting or, that due and proper notice of said meeting was given, and that more than two-thirds majority were present, and that said resolutions were duly adopted in accordance with the provisions of the Articles of Incorporation and By-Laws of the Corporation.

RESOLVED, that GERALD C. LONG is hereby authorized and empowered on behalf of this corporation to transact any and all business with UNIBANC TRUST, hereinafter referred to as "Company", which this corporation could in any way transact, and he is further authorized to execute, acknowledge and deliver on behalf of this corporation and in its name to the "Company":

1. All security agreements, financing statements, assignments, other instruments of conveyance, and any other agreements, instruments or documents to effect a sale or assignment of all or a portion of the accounts receivable or other obligations due to this corporation, and whereby if the Uniform Commercial Code is applicable, the said "Company" will be granted a security interest therein.

2. All notes, drafts or other evidence of debt, security agreements, financing statements, assignments, other instruments of pledge, repurchase agreements and any other agreements, instruments or documents to effect a pledge of all or a portion of the accounts receivable or other obligations due to this corporation as security for loans, and whereby, the said "Company" will be granted a security interest therein.

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3. All notes, drafts or other evidence of debt, security agreements, financing statements and all other agreements, instruments or documents to effect a pledge of all or a portion of the stock in trade, inventory, machinery, equipment, office furniture or other assets including general intangibles, belonging to this corporation, and whereby if the Uniform Commercial Code is applicable, the said "Company" will be granted a security interest therein.

4. All notes, drafts or other evidences of debt and all deeds of trust, mortgages or other instruments or documents to effect a mortgage, encumbrance or deeds of trust or lien on real estate owned by this corporation or in which it has an interest.

5. Any other agreements, documents or instruments necessary or incidental to the transaction of business by and between this corporation and said "Company".

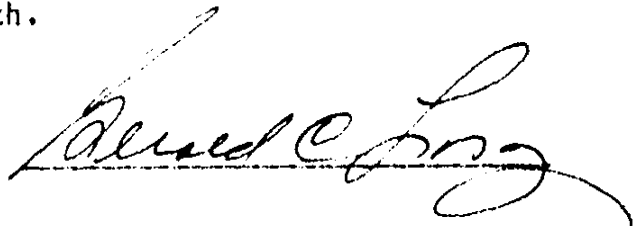
RESOLVED FURTHER that the acts and doings of said authorized person(s) in the premises or any of them, shall at all times receive full faith and credit without the necessity of inquiry by the said "Company" as to any of the circumstances attending the same or to the application of any money loaned pursuant hereto, and that the acts and doings of said authorized person(s) or any of them, in respect to the subject matter hereof, are hereby fully ratified, approved, adopted and confirmed.

RESOLVED FURTHER that the authorizations herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by the said "Company" at its office.

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and have caused the corporate seal of this corporation to be affixed this 12th day of November, 1985.


(Secretary)

I, GERALD C. LONG, a Director of said corporation, do hereby certify tha the foregoing is a correct copy of the resolution passed as above set forth.



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I, the undersigned do hereby certify that I am the Secretary of MARSCO MANUFACTURING CO., a corporation duly organized and existing under the laws of the State of Illinois, and the keeper of the Corporate records and Corporate Seal of said corporation.

I DO FURTHER CERTIFY that the following named persons are the officers and directors of said corporation, duly elected, qualified and acting as such:

Gerald C. Long
President

Gerald C. Long
Director

D.V. Atkinson
Vice-President

Delbert V. Atkinson
Director

William B. Williams
Chairman of the Board

William B. Williams
Director

D.V. Atkinson
Treasurer

Lucille C. Williams
Director

D.V. Atkinson
Secretary

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I DO FURTHER CERTIFY that the following is a true, accurate and complete list of the stockholders of said corporation, appearing of record on the books of said corporation as of the date of this certificate:

<u>NAME</u>	<u>NUMBER OF SHARES</u>
William B. Williams	756
Delbert V. Atkinson	604
Gerald C. Long	65
Wilbur A. Williams	10
Lucille C. Williams	75
	<u>1,510</u>

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the corporate seal of said corporation, this 12th day of November, 1985.

Delbert V. Atkinson
Secretary

NOTE IDENTIFIED

3-779915

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") made this 1st day of October, 1985, by Marsco Manufacturing Company, having its principal office and place of business at 2901-17 South Halsted - Chicago, Illinois 60608 ("Borrower"), to UNIBANCTRUST COMPANY, an Illinois banking association, having its principal office and place of business at Sears Tower, Chicago, Illinois 60606 ("Unibanc");

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Unibanc a promissory note of even date herewith payable to Unibanc in the principal amount of One hundred seven thousand and 00/100 Dollars (\$ 107,000.00) (such note, together with all notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be amended, being herein referred to as the "Note"), which Note is due and payable, if not sooner paid, on October 1, 1990; and

WHEREAS, Unibanc wishes to secure the prompt payment of the Note, together with interest and premium, if any, thereon in accordance with the terms of the Note, as well as the prompt payment of any additional indebtedness accruing to Unibanc on account of any future payments, advances or expenditures made by Unibanc pursuant to the Note or this Mortgage or any other agreement, document or instrument securing the indebtedness evidenced by the Note, and the prompt performance of each and every covenant, condition and agreement contained in this Mortgage, the Note or any other agreement, document or instrument securing the indebtedness evidenced by the Note and all other obligations, indebtedness and liability of Borrower to Unibanc, its successors and assigns, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, due or to become due, all hereinafter sometimes collectively called the "indebtedness secured hereby";

NOW, THEREFORE, to secure the indebtedness secured hereby, Borrower has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, warrant and confirm unto Unibanc and its successors and assigns, forever, all of the following described property (which property is hereinafter sometimes called the "Mortgaged Property"):

A. The real estate described in Schedule A hereto (the "Land");

Copy for Unibanc

DESCRIPTION APPEARS PART OF PROPERTY ON CTR# 1326949

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B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all machinery, equipment, mechanical systems and other personal property used in connection with the operation of said buildings, structures and improvements, including all additions, improvements, betterments, renewals and replacements of any of the foregoing; and

C. All easements and appurtenances in any way relating to the Mortgaged Property, or any part thereof, or which hereafter shall in any way relate thereto, and the rents, issues, profits and revenues of the Mortgaged Property from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds);

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Unibanc, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Borrower hereby further grants unto Unibanc, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which property includes, without limitation, goods which are or are to become fixtures.

It is expressly understood and agreed that the indebtedness secured hereby will in no event exceed two hundred percent (200%) of (i) the total face amount of the Note plus (ii) the total interest which may hereafter accrue under the Note on such face amount.

AND Borrower covenants and agrees with Unibanc that:

ARTICLE I

1.01 PERFORMANCE OF NOTE AND MORTGAGE. Borrower will perform, observe and comply with all provisions hereof and of the Note and will duly and punctually pay to Unibanc when due the sum of money expressed in the Note with interest thereon as provided in the Note and all other indebtedness secured hereby, all without any deductions or credit for taxes or other similar charges paid by Borrower.

1.02 WARRANTY OF TITLE. Borrower is well seized of the estate hereby conveyed, subject only to the matters set forth in Schedule B hereto, and has good right, full power and lawful authority to convey and mortgage and grant a security interest in the same, in the manner and form aforesaid; and that Borrower shall and will warrant and forever defend the title to the Mortgaged Property against the claims of all persons whomsoever.

1.03 TAX AND INSURANCE DEPOSITS. If required by Unibanc, Borrower will pay to Unibanc on the first day of each month, together with and in addition to the monthly payments due under the Note, until all indebtedness secured hereby is fully paid, an amount equal to one-twelfth (1/12) of the yearly (a) taxes, assessments and other similar charges as estimated by Unibanc to be sufficient to enable Unibanc to pay, at least thirty (30) days before they become due, all taxes, assessments and other similar charges against the Mortgaged Property or any part thereof, and (b) premiums for insurance required by Paragraph 1.05 hereof as estimated by Unibanc to be sufficient to enable Unibanc to pay, at least thirty (30) days before they become due, all such premiums for insurance. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Unibanc or its designee, and no interest shall be payable in respect thereof. Upon demand of Unibanc, Borrower agrees to deliver to Unibanc such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Unibanc to pay, at least thirty (30) days before they become due, such taxes, assessments and other similar charges and insurance premiums. Unibanc may apply to the reduction of the sums secured hereby, in such manner as Unibanc shall determine, any amount held by Unibanc hereunder.

1.04 TAXES, LIENS AND OTHER CHARGES.

(a) Borrower will pay promptly, when and as due, all taxes, assessments, charges, fines and impositions of every nature whatsoever charged, imposed, levied or assessed or to be charged, imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, which may attain priority over this Mortgage (other than any of the same for which amounts have been paid to Unibanc pursuant to Paragraph 1.03 hereof and for which Borrower furnishes bills at least thirty (30) days prior to the date the same are due).

(b) Borrower will discharge any lien which has priority over this Mortgage within twenty (20) days of the filing thereof unless within such twenty (20) day period Borrower (i) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Unibanc; (ii) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Unibanc's sole judgment operate to prevent the enforcement of the lien or forfeiture of any part of the Mortgaged Property; or (iii) secures from the holder of the lien an agreement satisfactory to Unibanc subordinating the lien to this Mortgage.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to adversely affect Unibanc, the indebtedness secured hereby shall, without notice, become due and payable forthwith at the option of Unibanc.

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1.05 INSURANCE. Borrower will keep all buildings and improvements now or hereafter situated on the Mortgaged Property insured against loss or damage by fire, lightning and windstorm and all other hazards insured against under so-called "all risk" insurance coverage under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to Unibanc, under insurance policies payable, in case of loss or damage to Unibanc, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Unibanc, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

1.06 CONDEMNATION. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term, when used in this Mortgage, shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, Unibanc shall be entitled to all compensation, awards and other payments or relief therefor. All such compensation, awards, and other payments or relief and the right thereto, are hereby assigned by Borrower to Unibanc.

1.07 CARE OF THE PROPERTY.

(a) Borrower will preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Borrower will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) No buildings, structures, improvements, fixtures, personal property or other part of the Mortgaged Property shall be removed, added to, demolished or altered structurally to any extent or altered non-structurally in any material respect without the prior written consent of Unibanc.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Borrower will give immediate written notice of the same to Unibanc.

(d) Unibanc or its representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours during the term of this Mortgage.

(e) Borrower will promptly comply, and cause the Mortgaged Property and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property, or any part thereof or the use or occupancy thereof.

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1.08 FURTHER ASSURANCES; AFTER ACQUIRED PROPERTY. At any time, and from time to time, upon request by Unibanc, Borrower will make, execute and deliver or cause to be made, executed and delivered, to Unibanc any and all such other and further mortgages, security agreements, financing statements, continuation statements, instruments of further assurances, certificates and other documents as may, in the reasonable opinion of Unibanc, be necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve (a) the obligations of Borrower under the Note and this Mortgage, and (b) the lien and security interest of this Mortgage as a first and prior lien and security interest upon all of the Mortgaged Property, whether now owned or hereafter acquired by Borrower. Unibanc may cause said instruments to be recorded or re-recorded at its sole option. The lien and security interest hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.09 LEASES AND OTHER AGREEMENTS AFFECTING THE MORTGAGED PROPERTY. Borrower will duly and punctually perform all terms, covenants, conditions and agreements binding upon it or the Mortgaged Property under any lease or any other agreement or instrument of any nature whatsoever which involves or affects the Mortgaged Property or any part thereof. If Unibanc so requests, Borrower shall cause the tenant under each or any of such leases to enter into subordination and attornment agreements with Unibanc which are satisfactory to Unibanc. Borrower will not accept payment of advance rents or security deposits equal, in the aggregate, to more than one (1) month's rent without the express written consent of Unibanc. In order to further secure payment of the Note and the observance, performance and discharge of Borrower's obligations hereunder, Borrower hereby assigns, transfers and sets over to Unibanc all of Borrower's right, title and interest in, to and under all of the leases now or hereafter affecting the Mortgaged Property or any portion thereof and in and to all of the rents, issues, profits, revenues, awards and other benefits now or hereafter arising from the Mortgaged Property or any part thereof. Unless and until an Event of Default occurs, Borrower shall be entitled to collect the rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property (except as otherwise provided in this Mortgage) as and when they become due and payable. Unibanc shall be liable to account only for rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property actually received by Unibanc pursuant to any provision of this Mortgage.

1.10 EXPENSES. Borrower will immediately upon demand pay or reimburse Unibanc for all attorneys' fees, costs and expenses incurred by Unibanc in any proceedings affecting or relating to the Note, this Mortgage, Borrower, any of the beneficiaries of Borrower or the Mortgaged Property, including, but not limited to, the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof, and any such amounts paid by Unibanc shall be added to the indebtedness secured

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hereby and secured by the lien and security interest of this Mortgage, and shall bear interest at the rate (the "Default Rate") provided in the Note for interest payable after the Maturity Date (as defined in the Note).

1.11 FINANCIAL STATEMENTS. Borrower will from time to time furnish to Unibanc such financial statements and other information as Unibanc may request.

1.12 ESTOPPEL AFFIDAVITS. Borrower, within ten (10) days after written request from Unibanc, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses are claimed against such principal and interest.

1.13 SUBROGATION. Unibanc shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.14 IMPAIRMENT OF SECURITY. Borrower shall not destroy, damage or change the Mortgaged Property, allow the Mortgaged Property to deteriorate or commit waste or otherwise take or allow to be taken any action which is likely to impair the value of the Mortgaged Property or the priority of Unibanc's lien thereon.

1.15 PROHIBITION OF TRANSFER. Borrower will not, without the prior written consent of Unibanc, sell, assign or transfer, whether by operation of law or otherwise, all or any portion of its interest in the Mortgaged Property. If Borrower is a trust, Beneficiary (as hereinafter defined) shall not, without the prior written consent of Unibanc, sell, assign or transfer, whether by operation of law or otherwise, all or any portion of the beneficial interest in the trust that is Borrower. If Borrower or any Beneficiary is a partnership or a corporation, no sale, assignment or transfer of more than a forty-nine percent (49%) ownership interest in Borrower or such Beneficiary shall be made without the prior written consent of Unibanc. Any such sale, assignment or transfer made without Unibanc's prior written consent shall be null and void and of no force and effect, but the attempt at making thereof shall, at the option of Unibanc, constitute an Event of Default under this Mortgage. If Borrower is a trust, the term "Beneficiary", as used in this Mortgage, shall mean each person or entity that possesses a beneficial interest in such trust.

ARTICLE II

2.01 EVENTS OF DEFAULT. The terms "Event of Default" or "Events of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

(a) A default in the payment when due of any of the indebtedness secured hereby and, with regard to any monthly

payment due under the Note only, such failure continues for fifteen (15) days; or

(b) Failure by Borrower or Beneficiary to duly observe or perform any other term, covenant, condition or agreement of this Mortgage and such failure continues for twenty (20) days after written notice thereof from Unibanc to Borrower; or

(c) The occurrence of an Event of Default under any assignment of lease, assignment of rents or any other agreement given or made as additional security for the indebtedness secured hereby; or

(d) The filing by Borrower or any Beneficiary or any guarantor of the indebtedness secured hereby (a "Guarantor") or if Borrower or any Beneficiary or any Guarantor is a partnership, any general partner of Borrower or such Beneficiary or such Guarantor, of a voluntary petition in bankruptcy or Borrower's or any Beneficiary's or any Guarantor's or any such partner's adjudication as a bankrupt or insolvent, or the filing by Borrower or any Beneficiary or any Guarantor or any such partner of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower's or any Beneficiary's or any Guarantor's or any such partner's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of itself or any portion of its assets or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due; or

(e) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against Borrower or any Beneficiary or any Guarantor or any such partner seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other similar relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of Borrower or of any Beneficiary or of any Guarantor or of any such partner or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof without its consent or acquiescence, which appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive).

2.02 ACCELERATION OF MATURITY. If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of Unibanc,

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immediately become due and payable without notice or demand, together with the additional fee, if any, required by the Note.

2.03 UNIBANC'S RIGHT TO ENTER AND TAKE POSSESSION, OPERATE AND APPLY REVENUES.

(a) If an Event of Default shall have occurred and be continuing, Borrower, upon demand of Unibanc, shall forthwith surrender to Unibanc the actual possession, and if and to the extent permitted by law, Unibanc itself, or by such officers or agents as it may appoint, may enter and take possession, of all or any part of the Mortgaged Property, and may exclude Borrower and its agents and employees wholly therefrom, and may have joint access with Borrower to the books, papers and accounts of Borrower.

(b) If Borrower shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Unibanc, Unibanc may obtain a judgment or decree conferring on Unibanc the right to immediate possession or requiring the delivery of immediate possession of all or part of such Mortgaged Property to Unibanc, to the entry of which judgment or decree Borrower specifically consents.

(c) Borrower will pay to Unibanc, upon demand, all expenses (including, without limitation, fees and expenses of attorneys, accountants and agents) of obtaining such judgment or decree or of otherwise seeking to enforce its rights under the Note or this Mortgage; and all such expenses shall, until paid, constitute additional indebtedness secured hereby and shall bear interest at the Default Rate.

(d) Upon every such entering upon or taking of possession, Unibanc may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof and manage and operate the Mortgaged Property and exercise all the rights and powers of Borrower and Beneficiary to the same extent as Borrower or Beneficiary could in their own names or otherwise with respect to the same. Without limitation of the foregoing, Unibanc may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting (i) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (ii) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (iii) the cost of insurance, (iv) such taxes, assessments and other similar charges as Lender may determine to pay, (v) other proper charges upon the Mortgaged Property or any part thereof, and (vi) the reasonable compensation, expenses and disbursements of the attorneys and agents of Unibanc, shall apply the remainder of the monies and proceeds so received by Unibanc, first to the payment of accrued interest; second to the payment of deposits required in Paragraph 1.03 hereof; and third to the payment of principal.

(e) Unibanc shall have no liability for any loss, damage, injury, cost or expense resulting from any action or

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omission by it or its representatives which was taken or omitted in good faith.

2.04 PERFORMANCE BY UNIBANC OF DEFAULTS. If default shall occur in the payment, performance or observance of any term, representation, warranty, covenant or condition of this Mortgage (whether or not the same shall constitute an Event of Default), Unibanc may (but shall not be obligated to), at its option, pay, perform or observe the same or take any action necessary to cause any representation or warranty to be true, and all payments made or costs or expenses incurred by Unibanc in connection therewith, shall constitute additional indebtedness secured hereby and shall be, without demand, immediately repaid by Borrower to Unibanc with interest thereon at the Default Rate. Unibanc shall be the sole judge of the necessity for any such actions and of the amounts to be paid.

2.05 RECEIVER. If an Event of Default shall have occurred and be continuing, Unibanc, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the occupancy or value of any security for the indebtedness secured hereby or the insolvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers afforded to receivers from time to time under applicable law. Borrower will pay to Unibanc upon demand (with interest thereon at the Default Rate) all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Paragraph 2.05; and all such expenses shall constitute additional indebtedness secured hereby and shall bear interest at the Default Rate.

2.06 UNIBANC'S POWER OF ENFORCEMENT. If an Event of Default shall have occurred and be continuing, Unibanc may, either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Mortgage or any other rights, (b) to foreclose this Mortgage and to sell the Mortgaged Property as an entirety or otherwise, as Unibanc may determine, and (c) to pursue any other remedy available to it, all as Unibanc shall deem most effectual for such purposes. Unibanc may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Unibanc may determine.

2.07 PURCHASE BY UNIBANC. Upon any foreclosure sale, Unibanc may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

2.08 FEES AND EXPENSES; APPLICATION OF PROCEEDS OF SALE. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby

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in the decree for sale all costs and expenses which may be paid or incurred by or on behalf of Unibanc or holders of the Note for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Property, stenographer's charges, publication cost and costs of procuring all abstracts of title, title searches and examinations, guarantee policies, Certificates of Title issued by the Registrar of Titles (Torrens Certificates), and similar data and assurances with respect to title as Unibanc or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Property or for any other reasonable purpose. The amount of any such costs or expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the decree for sale. In the event of a foreclosure sale of the Mortgaged Property, the proceeds of said sale shall be applied first to the expenses of such sale and of all proceedings in connection therewith, including attorneys' fees, then to insurance premiums, liens, assessments, taxes and charges, including utility charges, then to payment of the outstanding principal balance of the indebtedness secured hereby, then to the accrued interest on all of the foregoing, and finally, the remainder, if any, shall be paid to Borrower.

2.09 WAIVER OF APPRAISEMENT, VALUATION, STAY, EXTENSION AND REDEMPTION LAWS. Borrower agrees to the full extent permitted by law, that if an Event of Default occurs hereunder, neither Borrower nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Borrower, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do, the benefit of all such laws (including, without limitation, all rights under and by virtue of the homestead exemption laws of the State of Illinois) and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof. If Borrower is a trustee, Borrower represents that it is duly authorized and empowered by the trust instruments and by all persons having the power of direction over it as such trustee to execute this Mortgage, including the foregoing agreements, waivers and releases.

2.10 LEASES. Unibanc, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceedings instituted by Unibanc to collect the

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sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.11 DISCONTINUANCE OF PROCEEDINGS AND RESTORATION OF THE PARTIES. In case Unibanc shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Unibanc, then and in every such case Borrower and Unibanc shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Unibanc shall continue as if no such proceeding had been taken.

2.12 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Unibanc by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.13 WAIVER. No delay or omission of Unibanc or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to Unibanc may be exercised from time to time and as often as may be deemed expedient by Unibanc. No consent or waiver, express or implied, by Unibanc to or of any breach or default by Borrower in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of Borrower hereunder. Failure on the part of Unibanc to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Unibanc of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Borrower.

If Unibanc grants forbearance or an extension of time for the payment of any sums or indebtedness secured hereby, such act shall not release, discharge, modify, change or affect the original liability under the Note, this Mortgage or any other obligation of Borrower or any maker, co-signer, endorser, surety or guarantor.

ARTICLE III

3.01 SUITS TO PROTECT THE MORTGAGED PROPERTY. Unibanc shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the rents, issues,

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profits and revenues arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of Unibanc, and all costs and expenses incurred by Unibanc in connection therewith (including, without limitation, attorneys' fees) shall be paid by Borrower to Unibanc on demand (with interest at the Default Rate) and shall be additional indebtedness secured hereby.

3.02 SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of and be binding upon Borrower and Unibanc and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to Borrower or to Unibanc, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors or assigns of Borrower or Unibanc.

3.03 NOTICES. All notices, demands and requests given or required to be given by either party hereto to the other party shall be given in the manner provided in the Note.

3.04 SEVERABILITY. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.05 APPLICABLE LAW. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Illinois.

3.06 SECURITY AGREEMENT. This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures or personal property. Unibanc shall have all the rights with respect to such fixtures and personal property afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Unibanc by this Mortgage or any other agreement.

3.07 MODIFICATION. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

3.08 EXCULPATORY CLAUSE. If Borrower is a Trustee, then this Mortgage is executed by Borrower, 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 in its personal and individual capacity hereby warrants that it as Trustee possesses full power and authority

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to execute this instrument), and it is expressly understood and agreed by Unibanc and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee in its individual capacity personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any guarantor of the Note or any other person or entity executing the Note or this Mortgage.

3.09 JOINT AND SEVERAL. If Borrower consists of more than one person or entity, the liability of each hereunder shall be joint and several.

3.10 RIDERS. If one or more riders are executed by Borrower and recorded together with this Mortgage, all terms and provisions of each such rider are incorporated herein by this reference and made a part hereof.

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Cook County Clerk's Office

SIGNATURE AND NOTARY FOR CORPORATE BORROWER

IN WITNESS WHEREOF, Borrower has caused this Mortgage and Security Agreement to be signed and delivered by its officers thereunto duly authorized on the day and year first above written.

Narsco Manufacturing Company
a Illinois corporation

By: William B. Williams
William B. Williams
as Chairman of the Board

By: Gerald C. Long
Gerald C. Long
as President

Attest: Delbert V. Atkinson
Delbert V. Atkinson
as Secretary

3479915

Please print or type name(s) below signature(s).

STATE OF ILLINOIS)
COUNTY OF Lake) SS

I, Kim B. Williams, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gerald C. Long, President of Narsco Manufacturing Co., and Delbert V. Atkinson, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Gerald C. Long President and Delbert V. Atkinson 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of October, 1941.

Kim B. Williams
Notary Public

My Commission Expires: My Commission Expires Oct 17, 1968

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INDEXED

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CHICAGO TITLE INS.
G# 7619237

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Property of Cook County Clerk's Office

SCHEDULE A

LEGAL DESCRIPTION

PARCEL 1:
LOTS 42, 43, 44, 45, 46, 47 AND 48 IN BLOCK 3 IN CRANE'S SUBDIVISION
OF THE SOUTH THREE-QUARTERS OF THE WEST QUARTER OF THE SOUTH WEST
QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN

3179915

Property of Cook County Clerk's Office

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SCHEDULE B

PERMITTED EXCEPTIONS

Taxes not yet due on payable

Tax ID (volume 515 - 7000 South Chicago)
#17-28-318-001-0000
#17-28-318-002-0000
#17-28-318-003-0000
#17-28-318-004-0000
#17-28-318-005-0000
2901-17 South Halsted
Chicago, Illinois 60608

This instrument prepared by:

Susan E. Jones
Sears Tower
Chicago, Illinois 60606

Return to:

UnibancTrust Company
Box 124
Chicago, IL

3179915