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SAN ANTONIO SAVINGS ASSOCIATION MORTGAGE WITH ASSIGNMENT OF RENTS

1. MORTGAGE. LASALLE NATIONAL BANK, a national banking association, not personally but as trustee under the provisions of a deed or deeds in trust recorded and delivered to said Trustee pursuant to provisions of trust agreement dated August 27, 1986 and known as Trust Number 111507 ("Mortgagor"), for the purpose of securing the hereinafter described indebtedness and for the further consideration of the uses, purposes, and trusts hereinafter set forth, has granted, sold, bargained and conveyed, and by these presents does grant, sell, convey, mortgage, assign and pledge unto SAN ANTONIO SAVINGS ASSOCIATION, a Texas-chartered mutual savings and loan association ("Mortgagee"), its successors and assigns, and grant to Mortgagee, its successors and assigns, a security interest in all of the real property and collateral described in paragraph 23. of this Mortgage with Assignment of Rents (the "Mortgage") (which real property is hereinafter referred to as "the Property") together with all improvements now on the Property and all improvements that may be placed thereon during the existence of this lien, including, but not limited to, all buildings and appurtenances, all lighting fixtures, water heaters, heating, plumbing, refrigerating and air conditioning units and equipment, now or hereafter attached to or used in connection with the improvements on the Property, together with all window shades, venetian blinds, draperies and carpets, whether attached to the improvements in a permanent manner or not.

2. WARRANTY. TO HAVE AND TO HOLD, subject to the permitted exceptions set forth in Exhibit "B", the Property, together with the rights, privileges and appurtenances thereto in anywise belonging, unto said Mortgagee, its successors and assigns, forever. Mortgagor does hereby bind itself, its executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND, subject as aforesaid, the Property unto the said Mortgagee, its substitutes or successors, forever against the claim or claims of all persons claiming or to claim the same or any part thereof, subject to the provisions of paragraph 25. of this Mortgage.

3. INDEBTEDNESS AND NOTE. This conveyance, however, is made in TRUST for the purpose of securing the payment of Grantor's indebtedness to Mortgagee, which indebtedness is evidenced by a promissory note (the "Note"), which is of even date herewith, is executed by Mortgagor and is payable to the order of Mortgagee in payments and at the rates of interest therein stipulated. The Note provides for the right to declare the unpaid principal due and payable in the event of default and provides for reasonable attorneys' fees. The Note is in the principal sum of TWO MILLION NINE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$2,917,600.00), together with interest from the date thereof at the lesser of (i) the highest non-usurious rate permitted by applicable law, or (ii) a rate set and determined from day to day equal to the sum of the prime rate as announced by REPUBLICBANK DALLAS, N.A., DALLAS, TEXAS, plus two percent (2%), such interest rate to change automatically from day to day as such prime rate changes until the principal is repaid. Notwithstanding the above, the interest charged on the unpaid principal balance thereof from time to time outstanding shall never be less than ten percent (10%) per annum. In the event REPUBLICBANK DALLAS, N.A., ceases to determine or publish such Prime Rate, Mortgagee shall choose another comparable and published rate and shall notify Mortgagor of such choice. Matured unpaid principal and interest shall bear interest from date of maturity until paid at the highest rate permitted by applicable law from time to time in effect so long as the debt is outstanding. The Note shall be fully and finally due and owing six (6) months from and after the date of the Note. The

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99-86 Description affects property of #596703, 369485-9380113
i. other property NY

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This instrument prepared by:
S. Wayne Choate
Houston, Goode, Davidson & Teorio
Two Sage Center
San Antonio, Tx 78216

Box 334

Note provides that it shall be governed by and construed under the applicable laws of the State of Texas and the laws of the United States of America, except that Article 5069, Chapter 15 of the Revised Civil Statutes of Texas, as amended (which regulates certain revolving credit loan accounts and revolving tri-party accounts), shall not apply hereto.

4. FUTURE ADVANCES. It is contemplated that Mortgagor may hereafter become indebted to Mortgagee in further sums, including taxes and insurance premiums paid by Mortgagee in behalf of Mortgagor, and other charges incurred by Mortgagor in connection with the Property and this Mortgage. This conveyance, therefore, is made for the security and enforcement of the payment of the present indebtedness evidenced by the Note and any future indebtedness of Mortgagor to the Mortgagee incurred in connection with the Property or incurred in connection with this Mortgage, not to exceed \$5,000,000.00.

5. SPECIAL COVENANTS. Mortgagor represents that it owns the Property in fee, and has the right to convey the same and that the Property is free from all encumbrances, except as may be hereinafter set forth in Exhibit "B" attached hereto. Mortgagor further covenants and agrees as follows:

(a) Taxes and Assessments. To protect the title and possession of the Property and to pay when due all taxes, assessments, and other governmental, municipal or other public dues, charges, fines or impositions, now existing or hereafter levied or assessed upon such Property, and to preserve and maintain the lien herein created, as a first and prior lien on the Property, including any improvements hereafter made a part of the realty. Mortgagor shall deliver to Mortgagee, not later than thirty (30) days after said taxes or assessments are due, paid receipts evidencing payment of same;

(b) Repairs and Condition of the Property. To keep the improvements on the Property in good repair, working order and condition, and not to permit or commit any waste thereof; to keep the improvements occupied so as not to impair insurance thereon;

(c) Hazard Insurance. To insure and keep insured all improvements now or hereafter erected upon the Property against loss or damage by fire or windstorm or any other hazard, as may be reasonably required from time to time by Mortgagee, for the full insurable value of such improvements, in such form and in such insurance company or companies as may be approved by Mortgagee. Such policy or policies of insurance shall be delivered to Mortgagee, after having been endorsed by loss payable or mortgage indemnity clauses, as Mortgagee may direct. All renewals of such policies shall be delivered to Mortgagee at least twenty (20) days before any such policies expire. Any sums which may become due under such policy or policies shall be applied either to reduce Mortgagor's debt or to repair or replace the improvements damaged or destroyed. Prior to any default by Mortgagor as hereinafter defined, the decision to apply the proceeds to reduce the debt or to repair or replace the damaged improvements shall be at the sole option and election of Mortgagor. Subsequent to any such default by Mortgagor, the decision as to the application of any insurance proceeds shall be at the sole option and election of Mortgagee;

(d) Attorneys' Fees and Expenses. To pay all reasonable attorneys' fees and expenses which may be incurred by Mortgagee in any suit in which it may become a party, where this Mortgage or the Property is involved in any manner, and to pay any expenses incurred by Mortgagee in presenting a claim against an estate of decedent or bankrupt;

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(e) Inspection. To allow Mortgagee to inspect the Property and improvements thereon at any time;

(f) Annual Statements. To furnish Mortgagee, within sixty (60) days after the end of each loan year, annual income and expense statements correctly reflecting the operation of the Property for each such year. Such statements shall be certified by Mortgagor to be true and correct and any expense involved in compiling such statements shall be at Mortgagor's sole cost and expense;

(g) Management. To submit, in writing, any proposed change in the current management of the Property and to obtain Mortgagee's written approval before changing the management of the Property.

6. SUBROGATION. The lien created by this Mortgage shall take precedence over and be a prior lien to any other lien of any character hereafter created on the Property, and if any money advanced by Mortgagee to, or on behalf of, Mortgagor, as part of the indebtedness evidenced by the Note secured hereby, is used to pay off and satisfy any liens heretofore existing on the Property, then Mortgagee's, and shall be, subrogated to all of the rights, liens, remedies, equities, superior title and benefits held, owned, or enjoyed by the holders of the liens so paid off and satisfied.

7. EMINENT DOMAIN. If all or any part of the Property is taken by the right of eminent domain, all sums awarded to Mortgagor in any condemnation proceeding shall be payable to Mortgagee and shall be applied toward the payment of the Note and any other indebtedness of Mortgagor to Mortgagee.

8. MAXIMUM INTEREST. Determination of the rate of interest shall be made by amortizing, prorating, allocating, and spreading, in equal parts during the full contracted period of the term of the Note all interest at any time contracted for, charged, or received from the Mortgagor in connection with the Note. No provision of this instrument or of the Note shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If at any time the interest received or contracted for exceeds the maximum lawful rate, the Mortgagee shall refund the amount of the excess or shall credit the amount of the excess against amounts owing pursuant to the Note and the excess shall not be considered the payment of interest.

9. APPLICATION OF PAYMENTS. If any portion of Mortgagor's indebtedness to Association cannot be lawfully secured by this Mortgage lien on the Property, Mortgagor agrees that the first payments made on such indebtedness shall be applied to the discharge of that portion of such indebtedness which cannot be lawfully secured hereby.

10. EXTENSIONS AND PARTIAL RELEASES. Extensions of the time of payment of all or any part of the indebtedness secured hereby may be given, and any part of the Property may be released from this lien without altering or affecting in any way the priority of the lien created hereby.

11. DEFAULT BY MORTGAGOR. Mortgagee may, at its option, declare the entire indebtedness secured hereby immediately due and payable, and this Mortgage may be enforced immediately, as is hereinafter provided, upon the occurrence of any one of the following events of default:

(a) if Mortgagor should fail to make payment of the Note, or any other indebtedness secured by this Mortgage, or any installment or portion thereof, as and when the same shall become

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due and payable, whether at the due date thereof or by acceleration or otherwise, and such failure shall continue after the expiration of any applicable cure period set forth in the Note;

(b) if Mortgagor shall fail, refuse or neglect to fully and timely perform and discharge any covenant contained in the Note, this Mortgage or in any other documents securing, or executed in connection with, the Note and such failure, refusal or neglect shall continue after the expiration of any applicable notice and cure period set forth in the Note;

(c) if any statement, representation or warranty made by Mortgagor or any Guarantor of the indebtedness secured hereby, in this Mortgage, any document securing or executed in connection with the Note or any financial statement or any other writing delivered to Mortgagee in connection with the Note shall be false, erroneous or misleading in any material respect;

(d) if all or any part of the Property (or an interest therein), or all or any part of the beneficial interest of the trust under which Mortgagor holds title to the Property, is sold, transferred or conveyed without Mortgagee's prior written consent. Mortgagee shall have waived such option to accelerate if, prior to any sale, transfer or conveyance, Mortgagee and the person to whom the Property is to be sold, transferred or conveyed reach an agreement in writing that the credit of such person is satisfactory to Mortgagee. Mortgagee shall also have the option of changing the interest rate and the amount of the payments of the Note secured by this Mortgage. The Property shall be considered "sold, transferred or conveyed" if it is (a) sold under a contract of sale, contract for deed, or other similar conveyance of equitable title; or (b) leased for a term of more than three (3) years with an option to purchase;

(e) if all or any part of the Property is mortgaged, pledged, hypothecated or otherwise encumbered by Mortgagor without Mortgagee's prior written consent;

(f) if Mortgagor, any Guarantor of the indebtedness secured hereby or any other person or entity obligated to pay the indebtedness secured hereby shall (1) commence any case, proceeding or other action seeking an order for relief as a debtor, reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any state or federal law relating to bankruptcy, insolvency, reorganization or relief of debtors; (2) seek, consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property; (3) make a general assignment for the benefit of its creditors; or (4) admit in writing its inability to pay its debts as they mature;

(g) if (1) a petition is filed against Mortgagor, the owner of any beneficial interest in the trust under which Mortgagor holds title to the Property or any Guarantor of the indebtedness secured hereby seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States or any state or other competent jurisdiction or (2) a court of competent jurisdiction enters an order, judgment or decree appointing, without the consent of Mortgagor, the owner of any beneficial interest in the trust under which Mortgagor holds title to the Property or any Guarantor, a receiver or trustee for it or him, or for all or any part of its or his property, and such petition, order, judgment or decree shall not be and remain discharged or stayed within a period of sixty (60) days after its entry;

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Property of Cook County Clerk's Office

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(h) the holder of any lien or security interest on the Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder;

(i) the death, dissolution, liquidation, merger or other similar event affecting Mortgagor or any Guarantor of the indebtedness secured hereby; or

(j) if the Property is abandoned.

12. REMEDIES. When any event of default has happened which continues after the expiration of any applicable cure period and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements:

(a) Uniform Commercial Code. Mortgagee shall, with respect to any part of the Property constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said Code for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least (ten) 10 days prior to the sale or other event for which such notice is required. The expenses of retaking, selling, and otherwise disposing of said property, including reasonable attorney's fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the interest rate applicable to the Note at the time the expense is incurred.

(b) Foreclosure. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage.

(c) Appointment of Receiver. Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Property, be entitled to have a receiver appointed of all or any part of the Property and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Property or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

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(d) Taking Possession, Collecting Rents, Etc. Mortgagee may enter and take possession of the Property or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Property. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Property and used in the operation, rental or leasing thereof or any part thereof. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Property or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagee hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Property and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The reasonable expenses (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby which Mortgagor promises to pay upon demand together with interest at the rate applicable to the Note at the time such expenses are incurred. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Property, Mortgagee may, in the event the Property becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Property (including hiring watchman therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the rate applicable to the Note at the time such costs are incurred.

13. WAIVER OF RIGHT TO REDEEM FROM SALE - WAIVER OF APPRAISEMENT, VALUATION, ETC. Mortgagor shall not and will not apply for or avail itself of any appraisement, 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. 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 Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Property may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Note and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor hereby waives any and all rights or redemption from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Mortgagor, the trust estate and all persons beneficially interested therein and each and every person acquiring any interest in, or title to the Property described herein subsequent to the date of this Mortgage by, through or

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under such Mortgagor or person so beneficially interested, and on behalf of all other persons to the extent permitted by applicable law.

14. COSTS AND EXPENSES OF FORECLOSURE. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Property, all of which expenditures shall become so much additional indebtedness hereby secured which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the rate applicable to the Note at the time of expenditure.

15. APPLICATION OF PROCEEDS. The proceeds of any foreclosure sale of the Property or of any sale of property pursuant to paragraph 12.(a) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in paragraph 12.(a) and 14. hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Note with interest thereon as herein provided; Third, to all principal of and interest on the Note with any overplus to whomsoever shall be lawfully entitled to same.

16. DEFICIENCY JUDGMENT. Subject to the provisions of paragraph 25., if at any foreclosure proceeding the Property shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Mortgagor and against the property of Mortgagor for the amount of such deficiency; and Mortgagor does hereby irrevocably consent to the appointment of a receiver for the Property and the property of Mortgagor and of the rents, issues and profits thereof after such sale and until such deficiency decree is satisfied in full.

17. MORTGAGEE'S REMEDIES CUMULATIVE - NO WAIVER. No remedy or right of Mortgagee shall be exclusive of but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

18. RELEASE. When the indebtedness secured hereby is paid in full and Mortgagor has performed all of the covenants herein, this lien shall be released, at Mortgagor's expense.

19. HEIRS, SUCCESSORS AND ASSIGNS. All covenants and agreements contained herein to be performed by Mortgagor or Mortgagee, and the rights conferred upon Mortgagor and Mortgagee, shall be binding upon and inure to the benefit of not

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only Mortgagor and Mortgagee, but also their respective heirs, executors, administrators, grantees, successors and assigns.

20. TAX AND INSURANCE RESERVE. Mortgagor further agrees that, in addition to the payments of principal and interest payable under the terms of the Note, Mortgagor will pay, monthly, to Mortgagee on the same day the principal and interest payment is due, and until the Note is fully paid, an additional sum equal to one-twelfth (1/12) of the estimated yearly taxes and assessments against the Property, together (when there are any improvements on the Property) with an additional sum equal to one-twelfth (1/12) of the estimated yearly premiums to maintain in force any insurance required to be purchased by Mortgagor. Estimates of taxes, assessments and insurance premiums shall be made by Mortgagee, which estimates Mortgagor agrees to accept and pay. Mortgagee shall hold such deposits in trust, without any allowance of interest, and shall pay all taxes, assessments, and insurance premiums as they may become due. If at any time the balance in this Tax and Insurance Reserve Account is insufficient to make the payments required, Mortgagee shall notify Mortgagor of the amount of the deficiency and Mortgagor, within ten (10) days after such notice shall deposit with Mortgagee the sum necessary to make up the deficiency. Failure to make the monthly deposit or any supplemental deposit, when due or demanded by Mortgagee, shall be a default under this Mortgage. PROVIDED, HOWEVER, that the Mortgagee shall not require Mortgagor to fund the tax and insurance reserve hereby created as long as Mortgagor shall provide to Mortgagee evidence of payment of all ad valorem taxes and assessments against the Property not later than thirty (30) days after such taxes and assessments become due and further, so long as evidence of payment of insurance premiums to maintain required insurance coverage in force is tendered to Mortgagee not later than thirty (30) days prior to the expiration date shown on policies of insurance furnished to Mortgagee as of the date hereof.

21. PURPOSE. The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the Property herein described.

22. SECURITY AGREEMENT AND FINANCING STATEMENT. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified below as a part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that Mortgagee may file this Mortgage or a reproduction thereof in the Real Estate Records or other appropriate index as a financing statement for any or all items specified below as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statement, as well as extensions, renewals, and amendments thereof, and reproduction of this Mortgage in such form as the Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statement and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including any replacements, substitutions, and additions thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party

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under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided in this Mortgage as to such items. In exercising any of said remedies, Mortgagee may proceed against the Property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided by this Mortgage.

23. PROPERTY. The property covered by this Mortgage, includes the Real Property described or referred to in Part II below together with the following described items, all of which, including replacements, substitutions, and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage:

PART I: Collateral is or includes all of Mortgagor's right, title and interest in the following items:

(a) Any and all buildings, improvements and tenements now or hereafter erected on the Property;

(b) Any and all heretofore or hereafter vacated alleys and streets abutting the Property, easements, rights, appurtenances, rents (subject, however, to the assignment of rents to Association herein), leases, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the Property;

(c) Any and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances, and goods of every nature whatsoever now or hereafter located on, or on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; all elevators and related machinery and equipment; fire prevention and extinguishing apparatus, security and access control apparatus; plumbing and plumbing fixtures; refrigerating, cooking and laundry equipment; floor coverings and interior and exterior window treatments; furniture and cabinets; interior and exterior plantings and plant and lawn maintenance equipment;

(d) Any and all plans and specifications for development of or construction of improvements upon the Property;

(e) Any and all contracts and subcontracts relating to the Property;

(f) Any and all accounts, contract rights, instruments, documents and general intangibles arising from or by virtue of any transactions related to the Property;

(g) Any and all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;

(h) Any and all proceeds arising from or by virtue of the sale, lease, or other disposition of any of the Property;

(i) Any and all proceeds payable or to be payable under each policy of insurance relating to the Property;

(j) Any and all proceeds arising from the taking of all or a part of the Property for any public or quasi-public

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use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof;

(k) All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the Real Property described in Part II below and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof (except revenues and profits arising from business on the premises), including all interest of Mortgagor in all rents, issues and profits of the aforementioned property (except revenues and profits arising from business on the premises) and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor that until an event of default (as hereinafter defined) shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than 30 days in advance) and enjoy such rents, issues, revenues and profits;

(l) All other interests of every kind and character which Mortgagor now has or at any time hereafter acquires in and to the Property, including all other items of property and rights described elsewhere in this instrument, including, without limitation those items of property described on Exhibit "C" which is attached hereto and incorporated herein by reference for all purposes.

PART II: The real property more particularly described in an instrument attached hereto, made a part hereof, and marked for identification as Exhibit "A".

25. Trustee's Exculpation. This Mortgage is executed by LASALLE NATIONAL BANK, not personally but as trustee under Trust No. 111507 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LASALLE NATIONAL BANK hereby warrants that it possess full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the Note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said Mortgagor, or on said LASALLE NATIONAL BANK personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or

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Exhibit A

PARCEL 1:

All of Lots 1 to 6 in the Resubdivision of the East half (E-1/2) of the Southeast quarter (SE-1/4) of Section 19, Township 37 North Range 14 East of the Third Principal Meridian (except right-of-way of Chicago, Rock Island and Pacific Railroad Company) and except that part lying Easterly of the following described line; Beginning in the South line of Lot 6 aforesaid, 352 feet West of the East line of said Quarter Section, (as measured in said South line); thence Northeasterly to a point, 58 feet North of and 332 feet West of the Southeast corner of said Southeast Quarter (as measured North in the East line thereof and at right angles thereto); thence North parallel with the East line of said Quarter Section a distance of 421.62 feet; thence Northeasterly to a point 1105.81 feet North of and 299.52 feet West of the Southeast corner of said Quarter Section, (as measured North in the East line thereof and at right angles thereto); thence North parallel with the East line of said Quarter Section a distance of 200 feet; thence Northwesterly to a point 1932.12 feet North of and 332 feet West of the Southeast corner of said Quarter Section (as measured in the East line thereof and at right angles thereto); thence North parallel with the East line of said Quarter Section to the intersection with a line 15 feet South of and parallel with the North line of said Lot One, thence Northwesterly to the North line of said Lot 1, 307 feet West of the Northeast corner thereof, (as measured in said North line), in City of Chicago, Cook County, Illinois.

PARCEL 2:

Lots 1 to 40 both inclusive in Block 2 and Lots 1 to 6 both inclusive in Miller's Resubdivision of part of Block 2, all in Butterfield's Subdivision of Lots 1, 2, 3, and 6 in Krueger's Subdivision the Northeast quarter of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian,

also

All of vacated alley lying between 119th and 120th Streets between Paulina and Marshfield, which adjoins the above described Lots all in Cook County, Illinois.

PARCEL 3:

Lots 1 to 5 inclusive, Lot 7 (except the North 8 feet thereof) and all of Lots 8, 9 and 10 in Block 3 in Butterfield's Subdivision of Lots 1, 2, 3 and 6 of Krueger's Subdivision of the Northeast quarter of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian.

PARCEL 4:

Lots 1, 2, 3, 4, and 5 in resubdivision of Lots 40 to 44 in Block 3 of Butterfield's Subdivision of Lots 1, 2, 3, & 6 of Krueger's Subdivision of Northeast quarter of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County Illinois.

Property Address: 1700 W. 119th Street, Chicago, IL

3547624

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Property of Cook County Clerk's Office

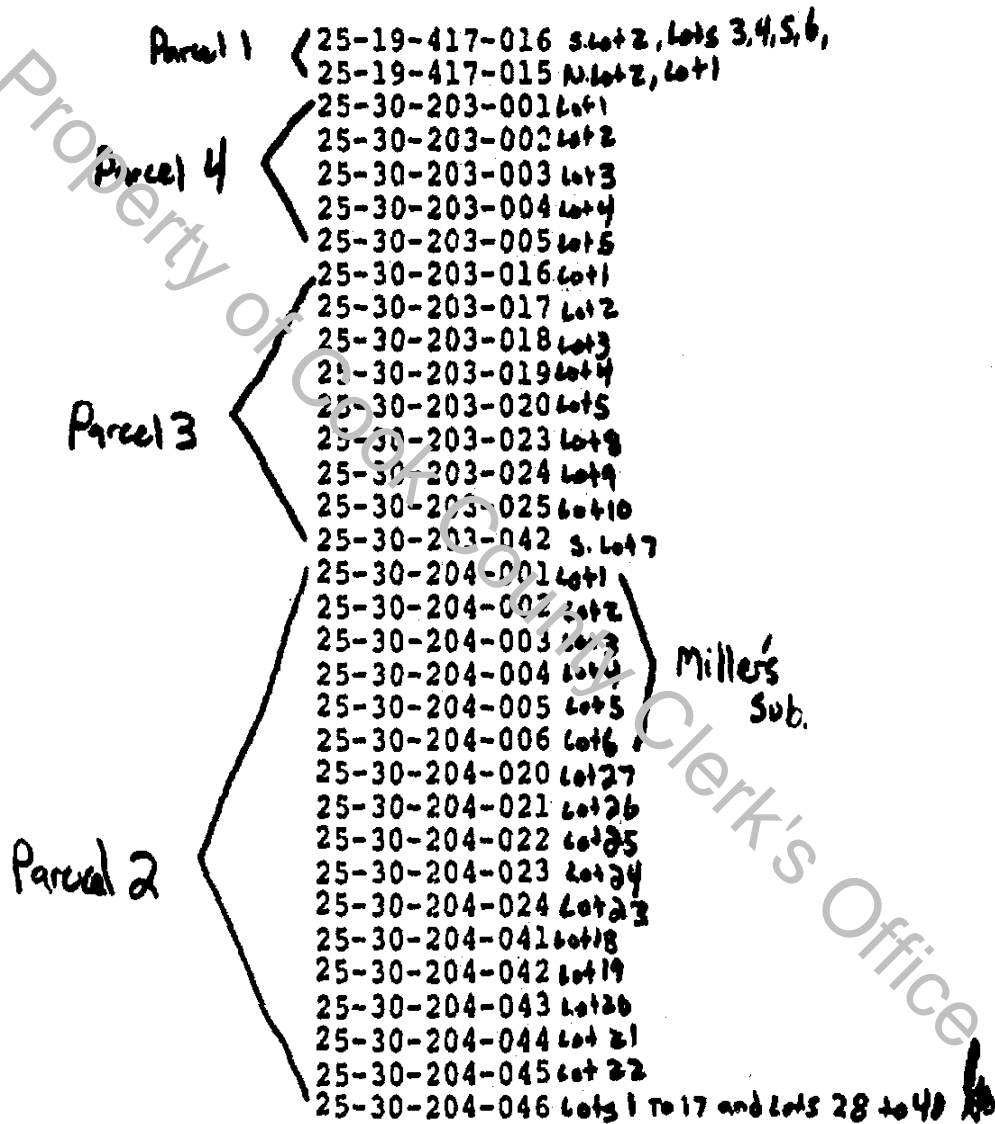
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1700 W. 119th Street

Permanent Index Numbers



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11/11/2011

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EXHIBIT "B"
(Page 1 of 1 Page)

Rights of the Commonwealth Edison Company and the Illinois Bell Telephone Company to maintain anchors and guys in the vacated alley lying between 119th Street and 120th Street between Paulina and Marshfield, adjoining Lots 1 through 40, inclusive, in Block 2, and Lots 1 through 6, inclusive, all in Miller's Resubdivision of part of Block 2, all in Butterfield's Subdivision of Lots 1, 2, 3, and 6 in Kruger's Subdivision in the Northeast quarter of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian.

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A. Boiler Room

1. Complete boiler plant consisting of two 80,000 lbs/hr. boilers with feed water treatment and supply system.
2. Four air compressors:
 - a. One 125 h.p. Chicago Pneumatic
 - b. One 25 h.p. Quincy Unit
 - c. One 3 h.p. Gardner Unit
 - d. One 2 h.p. Quincy Unit
3. Water softener.
4. Dealkalizers for feed water.
5. Two air blowers.
6. Two condensate pumps.
7. Two feedwater pumps.
8. Two chemical feed pumps.
9. Two fuel oil pumps.
10. One economizer.

B. Maintenance Shop

1. All electrical and pipe drops from ceiling will stay.
2. Stainless steel wash basin will stay.
3. Curtain around welding area will stay.

C. Ammonia Refrigeration System

1. Four Vilter ammonia compressors.
2. Two Fuller booster compressors.
3. Two ammonia condensers.
4. Electrical power system for refrigeration plant.
5. Ammonia distribution system in plant.
6. Cold rooms with all coils, fans and controls.

D. Heating, Ventilating and Air Conditioning

1. Central heating and air conditioning systems for all administrative offices.
2. All heated make up air units.
3. All building exhaust fans with exception of unit located north of column line intersection X-4.

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10/11/20

E. Electrical System

1. Main plant switch gear (Transformer is owned by utility company.)
2. Power distribution system to unit substations.
3. Transformers (4160 v. - 480 v.) and switch gear at unit substations.
4. All conduit runs from substations to motor control center rooms.
5. Power distribution to all remaining building functions of boiler plant, air compressors, lighting, ventilation equipment, air conditioning, heating, refrigeration and waste disposal.

F. General

1. Fire sprinkler system.
2. Air compressor in distribution center for truck dock fire sprinkler system.
3. Air compressor in meat receiving area for freezer.
4. Air compressor in waste disposal plant.
5. Liquid industrial waste disposal plant complete with water collection pits, waste treatment equipment and connection to city sewer will stay.
6. Any pits and/or sumps tied into permanent building drainage systems will stay.
7. Existing exterior fencing for plant and parking lots to stay.
8. Existing exterior and interior lighting fixtures to stay.
9. Connected drinking fountains and hand wash stands in production areas will stay.
10. Trash compactor will stay.
11. Three underground oil storage tanks 30,000 gallon capacity each with available fuel as of August 1, 1986 will stay.

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11/11/2016

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0 3 5 4 7 6 2 4

implied, herein contained, all such liability, if any, being hereby expressly waived by the Mortgagee, the legal owners or holders of the Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor and said LASALLE NATIONAL BANK personally are concerned, the legal holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said Note provided or by action to enforce the personal liability of the Guarantor or Guarantors, if any.

Dated the 5th day of September, 1986.

(SEAL)

LASALLE NATIONAL BANK, as Trustee
as aforesaid and not personally.

ATTEST:

By: William H. Dillon Assistant Secretary
By: JAMES A. CLARK Vice President
Assistant

Mortgagor's Address:
LASALLE NATIONAL BANK
135 So. LaSalle Street
Chicago, Illinois 60690

Mortgagee's Address:
SAN ANTONIO SAVINGS ASSOCIATION
601 N.W. Loop 410
San Antonio, Texas 78216

ILLINOIS

STATE OF _____ §
COUNTY OF COOK §

The foregoing instrument was acknowledged before me this 5TH day of September, 1986 by JAMES A. CLARK and William H. Dillon, the ASSISTANT VICE PRESIDENT and Assistant Secretary of LASALLE NATIONAL BANK, a national banking association, as Trustee as aforesaid, on behalf of LASALLE NATIONAL BANK for the uses and purposes therein set forth.

Marla Framarin
NOTARY PUBLIC

My commission expires:
4-28-90

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Property of Cook County Clerk's Office

IN DUPLICATE

6/9/03
969486
969486
969486
969486

003

10/10/00

NO.	3547824
DATE	12/17/02
AMOUNT	3547824
DESCRIPTION	Trust
REGISTERED OR TITLE	
ACCT. NO.	
POST. NO.	
DATE	
NO.	

Billings

LAWYERS TITLE
INSURANCE CORPORATION
 29 SOUTH LA SALLE STREET
 CHICAGO, ILLINOIS 60603
BOX 334