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Prepared by and when recorded
return to:

Lisa M. Haines
Polsinelli, White, Vardeman & Shalton
4705 Central
Kansas City, Missouri 64112



MORTGAGE AND SECURITY AGREEMENT

BETWEEN

FIRST NATIONAL BANK OF BLUE ISLAND,
A NATIONAL BANKING ASSOCIATION, AS TRUSTEE
UNDER TRUST AGREEMENT DATED MARCH 16, 1987
KNOWN AS NUMBER 87028

AS MORTGAGOR

AND

METRO NORTH STATE BANK,
A MISSOURI BANKING CORPORATION
AS MORTGAGEE

DATED AS OF March 26, 1987

Property of Cook County Clerk's Office

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70-2-1-894 03
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Legal description affects property on Certificate
1418486 and other property BN
1418488

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter called the "Mortgage") is made as of March 26, 1987, by and between FIRST NATIONAL BANK OF BLUE ISLAND, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 16, 1987 KNOWN AS NUMBER 87028 whose address for notice purposes is c/o Mid-Continent Builders, Inc., 600 Holiday Plaza Drive, Suite 300, Matteson, Illinois 60443 (hereinafter called "Mortgagor") and METRO NORTH STATE BANK, a Missouri banking corporation whose address for notice purposes is 8320 North Oak Trafficway, Kansas City, Missouri 64155 (hereinafter called "Mortgagee"),

W I T N E S S E T H:

WHEREAS, concurrently herewith, Mortgagor is justly indebted to the Mortgagee in the principal sum of Two Million Seven Hundred Thirty Thousand Dollars (\$2,730,000) (hereinafter called the "Loan"), which indebtedness is evidenced by the Promissory Note of Mortgagor (hereinafter called the "Note") in the principal amount of Two Million Seven Hundred Thirty Thousand Dollars (\$2,730,000), bearing even date herewith, payable to the order of and delivered to the Mortgagee, in and by which said Note, Mortgagor promises to pay the said principal sum, late charges, if any, and all other sums and interest at the rate or rates and in installments as provided in said Note. The final payment of said principal and interest on the Note, if not sooner paid as provided in the Note, shall be due on June 26, 1987. All such payments on account of the indebtedness (as such term is hereinafter defined) evidenced by the Note shall be first applied as set forth in the Note and all of said principal and interest shall be 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 address hereinbefore specified;

WHEREAS, Mortgagor, in order to induce Mortgagee to make the aforementioned Loan, has agreed to and by these presents does hereby execute this Mortgage and hereby subjects the Premises (as hereinafter defined) to the lien of this Mortgage;

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and also in consideration of the debt hereinbefore mentioned, and as security for the debt hereinbefore mentioned, Mortgagor does hereby irrevocably GRANT, BARGAIN, SELL, ALIEN, DEMISE, RELEASE, CONVEY, WARRANT AND MORTGAGE unto Mortgagee, its successors and assigns, all of Mortgagor's estate, right, title and interest in, to and under

IT IS EXPRESSLY UNDERSTOOD THAT THE AFORESAID
CORPORATIONS ARE THE BENEFICIARIES OF FIRST NATIONAL
BANK OF BLUE ISLAND TRUST No. 87028
AND IS NOT THE TRUSTEE.

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and grants a security interest in real property located in Matteson, Cook County, Illinois legally described in Exhibit "A" attached hereto and incorporated herein which is (except where the context otherwise requires) herein collectively called the "Premises", and in any and all of the following property whether now owned or held or hereafter acquired:

(a) All buildings and improvements, now or hereafter located thereon, all privileges and other rights now or hereafter made appurtenant thereto including, without limitation, all right, title and interest of Mortgagor in and to all streets, roads and public places, opened or proposed and all easements and rights of way, public or private, now or hereafter used in connection with the Premises; and

(b) All machinery, equipment, material, appliances and fixtures now or hereafter installed or placed by Mortgagor in the Premises for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air-conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage, and including all screens, floor coverings, incinerators and fixtures used in the operation of the buildings, together with all additions to, substitutions for, changes in or replacements of the whole or any part of any or all of said articles of property.

There is also transferred, set over and assigned hereby by Mortgagor to Mortgagee, its successors and assigns, all leases and use agreements of machinery, equipment and other personal property of Mortgagor in the categories hereinabove set forth, under which Mortgagor is the lessee of, or entitled to use, such items, and Mortgagor agrees to execute and deliver to Mortgagee specific separate assignments to Mortgagee of such leases and agreements when requested by Mortgagee; but nothing herein constitutes Mortgagee's consent to any financing of any fixtures or personal property, and nothing herein shall obligate Mortgagee to perform any obligations of Mortgagor under any such leases, or agreements unless it so chooses, which obligations Mortgagor hereby covenants and agrees to well and punctually perform; and

(c) All rents, income, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created in all or any portions of the Premises or any part thereof, or arising out of the construction, use or operation of the Premises or any parts thereof, and any other equitable or contract

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rights pertaining to the Premises, with the right to receive and apply the same to said indebtedness, and Mortgagee may demand, sue for and recover such payments but shall not be required to do so; and

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets, including insurance proceeds pursuant to the insurance provisions hereof; and

(e) All insurance policies covering all or any portion of the Premises; and all blueprints, plans, maps, documents, books and records relating to the Premises in Mortgagor's possession; and

(f) All rights, title and interest of Mortgagor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Premises or under or above the same, or any part or parcel thereof; and

(g) All water, sanitary and storm sewer systems now or hereafter owned by Mortgagor, its successors or assigns, which are now or hereafter located on, over or upon the Premises or any part thereof including, but not limited to all water mains, service laterals, valves and appurtenances, sanitary sewer lines, sanitary sewer mains, sanitary sewer laterals, sanitary sewer manholes and sanitary sewer appurtenances; and

(h) All of Mortgagor's rights to any fictitious, trade, or other names used exclusively in connection with the Premises and improvements thereon; and

(i) All right, title and interest that Mortgagor may now have or may hereafter acquire in and to the real property described in Exhibit A; and

(j) All materials and work in process located on the Premises; and

(k) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

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The items set forth in paragraphs (b) through (k) above are sometimes hereinafter separately referred to as "Collateral," and this Mortgage is a security agreement with respect to the Collateral; and to the extent that the Collateral are goods which are, or are to become, fixtures, this Mortgage is recorded as a fixture filing, with the Mortgagor as the debtor and the Mortgagee as the secured party. The Premises and the Collateral are sometimes collectively referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the above granted Mortgaged Property, together with all the privileges and appurtenances to the same belonging to the said Mortgagee, its successors and assigns, to its and their use and behoof forever.

FOR THE PURPOSE OF SECURING, in such order of priority as Mortgagee may elect:

(1) All indebtedness and obligations arising pursuant to the provisions of this Mortgage, the Note as it may be renewed, extended or amended from time to time, plus all interest thereon and other sums due pursuant thereto;

(2) All indebtedness and obligations arising pursuant to the Loan including but not limited to the mortgages, assignments and security agreements more fully described on Exhibit "B" attached hereto and incorporated herein and any other security agreements, assignments, deeds of trust, mortgages or other agreements securing the Note regardless of whether any of the same encumber or pertain to the Mortgaged Property;

(3) All indebtedness and obligations arising pursuant to any instrument evidencing the advance of additional sums by Mortgagee to Mortgagor;

(4) Any and all renewals or extensions of and substitutions for, any of the above referenced indebtedness or obligations, or any part thereof; and

(5) Any and all other indebtedness now owing or which may hereafter be owing by Mortgagor to Mortgagee, however and whenever incurred.

(6)*

The word "Indebtedness", as used herein, shall mean all of the indebtedness, obligations and liabilities described or referred to in clauses (1) through (5) above inclusive, and the term "Security Documents" shall collectively refer to all agreements evidencing or securing the Indebtedness including but not limited to those described on Exhibit "B".

* In no event shall the indebtedness secured by this mortgage exceed \$5,000,000.00.

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PROVIDED, HOWEVER, that if the Mortgagor shall pay or cause to be paid to the Holder(s) of the Note the principal and interest, if any, and all other charges to become due thereupon at the time and in the manner stipulated therein, and shall pay or cause to be paid all other sums payable hereunder and all Indebtedness hereby secured, then, in such case, the estate, right, title and interest of the Mortgagee in the Premises shall cease, determine and become void, and upon proof being given to the satisfaction of the Mortgagee that the Note, together with interest and prepayment premium, if any, thereon has been paid or satisfied, and upon payment of all fees, costs, charges, expenses and liabilities chargeable or incurred or to be incurred by Mortgagee, and of any other sums as herein provided, the Mortgagee shall, upon receipt of the written request of the Mortgagor cancel, release and discharge this Mortgage.

ARTICLE ONE

Mortgagor covenants, acknowledges and agrees to and for the benefit of Mortgagee:

1.01 Title.

(a) The Mortgagor warrants that it has good and marketable title to an indefeasible fee simple estate in the Premises, subject to no liens, charges or encumbrances except the Permitted Exceptions (as hereinafter defined), that it has good right and lawful authority to mortgage the Premises in the manner and form herein provided or hereafter to be done; that this Mortgage is and shall remain a valid and enforceable first lien on the Premises subject only to those exceptions to title described in the mortgagee's title insurance policy issued in conjunction with the loan and approved by Mortgagee in writing (hereinafter called the "Permitted Exceptions"); that Mortgagor and its successors and assigns shall warrant and defend the same and the priority of this lien forever against the lawful claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof but shall run with the land.

(b) Mortgagor has and shall maintain title to the Collateral including any additions or replacements thereto free of all security interests, liens and encumbrances, other than the security interest hereunder and other than as disclosed to and accepted by Mortgagee in writing, and Mortgagor has good right to subject the Collateral to the security interest hereunder.

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(c) The Mortgagor shall, at the cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as the Mortgagee shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto the Mortgagee the Premises, the Collateral and the rights hereby conveyed or assigned or intended now or hereafter so to be, or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention of facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage and, on demand, shall execute and deliver, and hereby authorizes the Mortgagee to execute in the name of the Mortgagor to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Collateral.

(d) The Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter from time to time, shall cause this Mortgage, the Security Documents and any security instrument creating a lien or evidencing the lien hereof upon the Collateral and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of the Mortgagee in, the Premises and the Collateral.

(e) The Mortgagor shall pay all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Collateral, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Collateral or any instrument of further assurance.

(f) The Mortgagor, so long as it is owner of the Mortgaged Property, shall do all things necessary to preserve and keep in full force and effect its existence, its franchises, rights and privileges as a legal entity under the laws of the state of its formation and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to the Mortgagor or to the Premises or any part thereof.

(g) The Mortgagor shall abide by any and all covenants and restrictions affecting the Premises, and pay when due any assessments pursuant thereto.

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1.02 Payment of Note and Reserves.

(a) Mortgagor shall promptly and punctually pay all principal and interest, as provided in the Note together with any late charges, prepayment premium, and all other sums to become due in respect to the Note, according to the true intent and meaning thereof. Mortgagor shall also pay to Mortgagee, together with and in addition to the monthly payments of principal and interest payable under the terms of the Note secured hereby, on the date set forth therein for the making of monthly payments, until said Note is fully paid, a sum, as estimated by Mortgagee equal to the taxes and special assessments next due on the Premises covered by this Mortgage, plus the premiums that will next become due and payable on such insurance policies as may be required hereunder, Mortgagor agreeing to deliver promptly to Mortgagee all bills and notices thereof, less all sums already paid therefor, divided by the number of months to elapse before one (1) month prior to the date when such premiums, taxes and special assessments will become delinquent, such sums to be held by Mortgagee to pay said premiums, taxes and special assessments. Such payments, hereinafter referred to as "Reserves", are to be held without any allowance of interest or dividend to Mortgagor and need not be kept separate and apart from other funds of Mortgagee, but shall be deemed trust funds held for the benefit of Mortgagor. All payments mentioned in this paragraph and all payments to be made under the Note secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagee to the following items in the order set forth: (i) taxes, special assessments, fire and other hazard insurance premiums; (ii) interest and late charges on the Note secured hereby; and (iii) amortization of the principal of said Note.

(b) The Reserves are solely for the added protection of Mortgagee and entail no responsibility on Mortgagee's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of the Mortgage by Mortgagee, any Reserves on hand shall be turned over to the assignee and any responsibility of the Mortgagee with respect thereto shall terminate.

(c) If the total of the Reserves shall exceed the amount of payments actually applied by Mortgagee, such excess may be credited by Mortgagee on subsequent payments to be made by Mortgagor or, at the option of Mortgagee, refunded to Mortgagor or its successors in interest as may appear on the records of Mortgagee. If, however, the Reserves shall not be sufficient to pay the sums required when the same shall become due and payable, Mortgagor shall immediately deposit with Mortgagee the full amount of any such deficiency. If there shall be a default under any of the provisions of this Mortgage, the Note, or any Security Document, Mortgagee may apply at any time, the

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balance of the Reserves, against such sums due and payable under the Note or under any instrument constituting additional security for said Note.

(d) Notwithstanding the provisions contained herein regarding Reserves, Mortgagee agrees to waive payment of the Reserves provided herein so long as: (i) said payments are made to the appropriate parties on time and prior to delinquency, and (ii) the Note, this Mortgage and any and all other instruments securing the Note are not in default, and (iii) Mortgagee shall receive copies of all paid real estate tax bills at least 10 days prior to their due date and copies of all receipts for paid insurance premiums 30 days prior to the premium due dates. Upon non-compliance with this Paragraph 1.02(d), Mortgagee reserves the right to require that Reserves be paid in accordance with this Section 1.02.

1.03 Maintenance and Repair. The Mortgagor shall keep the Premises in good operating order, repair and condition and shall not commit or permit any waste thereof. Mortgagor shall make all repairs, replacements, renewals, additions and improvements and complete and restore promptly and in good workmanlike manner any building or improvements which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor. Mortgagor shall not remove from the Premises or demolish any of the Collateral conveyed hereby, nor demolish or materially alter such Premises without the prior written consent of the Mortgagee, except in order to cause repairs to be made to such Collateral, provided that Mortgagor takes all actions necessary to preserve Mortgagee's security interest therein. Mortgagor shall permit Mortgagee or its agents the opportunity to inspect the Premises, including the interior of any structures, at any reasonable time upon reasonable notice.

1.04 Compliance with Laws. The Mortgagor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said Mortgaged Property or the operation thereof, and shall pay all fees or charges of any kind in connection therewith.

1.05 Insurance.

(a) The Mortgagor shall keep all buildings, improvements and personal property now or hereafter situated on said Premises, insured on a so-called "all risk" or comprehensive basis and shall cause such other insurance to be obtained as may be required by Mortgagee, including, without limitation (i) rent loss or business interruption insurance in an amount at least sufficient to cover debt service and property expenses for a period of twelve (12) months; and (ii) flood and earthquake insurance whenever in the opinion of Mortgagee such

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protection is necessary. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may from time to time require. The Mortgagor shall initially maintain, until Mortgagee shall otherwise indicate in writing, comprehensive or so-called "all risk" insurance in an amount of not less than the full replacement cost of the Mortgaged Property.

(b) All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee and shall name Mortgagee as an additional insured thereunder, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to and approval by the Mortgagee. Mortgagor shall deliver original policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver original renewal policies not less than ten (10) days prior to their respective dates of expiration. Mortgagor shall promptly notify Mortgagee of any loss whether covered by insurance or not. Mortgagee shall be named as an additional insured in connection with all insurance required hereby.

(c) The 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 as an additional insured. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies of such insurance. In the event of a foreclosure or other transfer of title to the Premises in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any insurance policies in force shall pass to Mortgagee, transferee or purchaser as the case may be.

(d) If Mortgagor fails to carry any insurance required to be carried by Mortgagor under the terms of this Mortgage, Mortgagee at its option may procure and maintain such insurance and Mortgagor will promptly reimburse Mortgagee for any premiums paid by Mortgagee for such insurance. The originals of all policies of insurance required to be carried under this Mortgage bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Mortgagee of such payment shall be delivered to Mortgagee concurrently with the execution and delivery hereof. Mortgagor shall deliver to Mortgagee a new policy bearing such notation or accompanied by such other evidence, as replacement for any expiring policy at least thirty (30) days before the date of such expiration.

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(e) Mortgagor hereby assigns to Mortgagee all amounts recoverable under any policy of insurance required hereunder. The amount collected by Mortgagee may, at the option of the Mortgagee, be used in any one or more of the following ways: (1) applied to the payment of any sums then in default to Mortgagee hereunder, (2) used to fulfill any of the covenants contained herein which the Mortgagor has failed to fulfill subject to applicable cure periods, all as the Mortgagee may determine, (3) unless the insurer denies liability to any insured, paid to Mortgagee on such terms and conditions as Mortgagee may determine, up to the amount due under the Note, (4) released to the Mortgagor provided that if any sums remain after satisfaction of items (1) to (3) above, Mortgagee may, at its election, apply the same upon the Indebtedness secured hereby, whether such Indebtedness then be matured or unmatured. The Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney of the Mortgagor to assign any policy in the event of the foreclosure of this Mortgage or other extinguishment of the Indebtedness secured hereby, and Mortgagor shall have no right to reimbursement for premiums unearned at the time of any such assignment.

1.06 Casualty. Mortgagor shall promptly notify Mortgagee of any loss whether covered by insurance or not. In case of loss or damage by fire or other casualty, Mortgagee is authorized (i) to settle and adjust any claim under insurance policies which insure against such risks, or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, the Mortgagee is authorized to collect and receipt for any such insurance money. Such insurance proceeds may, at the option of the Mortgagee, be applied in the reduction of the Indebtedness secured hereby, whether due or not, or be paid by the Mortgagee without any allowance of interest and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said Premises. If, for any reason, the Mortgagee elects to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the buildings or improvements on said Premises, such proceeds shall be made available during the course of restoration, in the manner and under the conditions that the Mortgagee may require, including without limitation, (i) approval of plans and specifications of such work before such work shall be commenced, and (ii) suitable completion or performance bonds and builder's All Risk insurance, and (iii) that no insurer claims any rights of participation and/or assignment of rights with respect to the Indebtedness secured hereby. The buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds

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after payment of such cost of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the Indebtedness secured hereby or be paid to Mortgagor. If Mortgagee exercises its option to apply such proceeds to the reduction of the Indebtedness secured hereby, then same shall be done without prepayment penalty.

1.07 Condemnation. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Premises or any portion thereof, shall notify Mortgagee of the pendency thereof. The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee all compensation, rights of action, the entire proceeds of any award and any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation or by sale in lieu thereof. Mortgagee may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such condemnation, taking under the power of eminent domain or sale in lieu thereof. After deducting therefrom all of its expenses, including attorneys' fees, the Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness secured hereby, whether due or not, or hold said proceeds without any allowance of interest and make available for restoration or rebuilding of the Premises. In the event that the Mortgagee elects to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the buildings or improvements on said Premises, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may require in the manner provided under Section 1.06 above. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of the Mortgagee be applied on account of the Indebtedness secured hereby or be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensation, award, damages, right of action and proceeds, as Mortgagee may require. If Mortgagee exercises its option to apply such proceeds to the reduction of the Indebtedness secured hereby, then said prepayment shall be made without penalty.

1.08 Liens and Encumbrances. The Mortgagor shall not, without the Mortgagee's prior express written consent, permit the creation of any liens or encumbrances on the Premises other than the lien of this Mortgage, and shall pay when due all obligations, lawful claims or demands of any person which, if unpaid, might result in, or permit the creation of, a lien or encumbrance on the Premises or on the rents, issues, income and profits arising therefrom, whether such lien would be senior or subordinate hereto, including, but without limiting the

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generality of the foregoing, all claims of mechanics, materialmen, laborers and others for work or labor performed, or materials or supplies furnished in connection with any work of demolition, alteration, improvement of or construction upon the Premises, and the Mortgagor will do or cause to be done everything necessary so that the first lien priority of this Mortgage shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

1.09 Taxes and Assessments. The Mortgagor shall pay in full when due, and in any event before any penalty or interest attaches, all general taxes and assessments, special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises and shall furnish to Mortgagee official receipts evidencing the payment thereof.

Mortgagor, at its expense, may contest by appropriate legal proceedings conducted in good faith and with due diligence the amount or validity or application, in whole or in part, of: (i) any federal, state, county or local law, statute, act, code, rule, regulation or requirement affecting, applicable to or pertaining to all or any part of the Premises or the use thereof (each and every such law, statute, act, code, rule, regulation and requirement being herein called the "Applicable Laws"); (ii) the amount or validity of all taxes, assessments, water and sewer charges and public charges now or hereafter levied against the Premises and the valuation of the Premises for real estate tax purposes (all hereinafter called the "Taxes"); or (iii) the amount or validity of any mechanics' or materialmen's lien against the Premises, or of any apparent or threatened adverse title or claim to or against the Premises, or any other lien, statement of lien, encumbrance, claim or charge against the Premises (all hereinafter called "Liens"); provided, that during the pendency thereof each such contest by Mortgagor of such proceedings shall prevent: (1) the collection of or other realization of or enforcement of such Applicable Laws, Taxes or Liens; and (2) the sale, forfeiture, interference with or loss of the Premises or any part thereof or the use and occupancy of the Premises to satisfy the same. Mortgagor further agrees that each such contest shall be promptly prosecuted to a final conclusion. Mortgagor will pay, and save Mortgagee harmless from and against, any and all losses, judgments, decrees and cost (including attorneys' fees and expenses) in connection with any such contest and will promptly after the final determination of such contest, pay and discharge any amounts levied, assessed, charged or imposed or determined to be payable therein or in connection therewith, together with all penalties, fines, interests, costs and expenses thereof or in connection therewith, and perform all acts, the performance of which shall be ordered or decreed as a result thereof. No such contest shall subject Mortgagee to the risk of any civil liability or criminal liability and Mortgagor shall give such security, as may be reasonably required by

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Mortgagee, which at the option of Mortgagee, shall be in the form of acceptable surety bond or cash in the amount of 125% of the contested amount (including costs), or such other reasonable security as may be demanded by Mortgagee to insure compliance by Mortgagor with the foregoing provisions of this Section.

1.10 Indemnification. The Mortgagor shall appear in and defend any suit, action or proceeding that might in any way and in the sole judgment of Mortgagee affect the value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagee. Mortgagor shall, at all times indemnify, hold harmless and on demand, reimburse Mortgagee for any and all loss, damage, expense or cost, including cost of evidence of title and reasonable attorneys' fees to the extent permitted by law, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage and shall bear interest at the rate provided in the Note and secured hereby and shall be due and payable on demand.

1.11 Change of Title or Additional Financing.

(a) In order to induce Mortgagee to make the Loan, evidenced by the Note, Mortgagor agrees that if the Mortgaged Property or any part thereof or interest therein is sold, assigned, transferred, conveyed, further mortgaged, encumbered, or otherwise alienated (including by Contract for Deed or Installment Sale) by Mortgagor (hereinafter "Transfers"), whether voluntarily, or involuntarily or by operation of law, or if the management of the Premises is changed, in either or any case without the prior written consent of Mortgagee, Mortgagee, at its option, may declare the Note secured hereby and all other Indebtedness to be forthwith due and payable. If and to the extent allowable by law, the Mortgagee may condition its consent to transfer upon an increase in the interest rate of the Note. In the event the interest rate is so increased, the Mortgagor shall pay all costs incurred thereby including any costs of amending the Note and the Mortgage and of obtaining a title insurance endorsement and the monthly installment payments shall be increased accordingly. (f) and to the extent allowable by law, in addition, the Mortgagee may charge a reasonable fee for processing any application seeking the consent of the Mortgagee to a change of title.

(b) A change in the legal or equitable title of the Mortgaged Property, or any part thereof, or in the beneficial ownership of the Mortgaged Property whether or not of record and whether or not for consideration or sale or other disposition of stock of Mortgagor or any transfer of a beneficial interest in Declaration of Trust Number 87028, shall be deemed a Transfer. In connection herewith, the financial stability

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and managerial and operational ability of Mortgagor are a substantial and material consideration to Mortgagee in its agreement to make the loan to Mortgagor secured hereby.

(c) In the event ownership of the Mortgaged Property, or any part thereof, becomes vested in a person or persons other than Mortgagor, without the prior written approval of Mortgagee, the Mortgagee may, without notice to the Mortgagor, waive such default and deal with such successor or successors in interest with reference to this Mortgage and the Note in the same manner as with Mortgagor, without in any way releasing, discharging or otherwise affecting the liability of Mortgagor hereunder, or the Mortgage Indebtedness hereby secured. No sale of the Mortgaged Property, no forbearance on the part of the Mortgagee, no extension of the time for the payment of the Mortgage indebtedness or any change in the terms thereof consented to by Mortgagee shall in any way whatsoever operate to release, discharge, modify, change or affect the original liability of Mortgagor herein, either in whole or in part, nor shall the full force and effect of this lien be altered thereby. Any deed conveying the Premises, or any part thereof, shall, at Mortgagor's option, provide that the grantee thereunder assumes all of the grantor's obligations under this Mortgage, the Note and all other instruments or agreements evidencing or securing the repayment of the Indebtedness. In the event such deed shall not contain such assumption language, the grantee under such deed shall nevertheless be deemed to have assumed such obligations by acquiring the Premises, the Collateral or any portion thereof, encumbered by this Mortgage.

(d) Mortgagor shall not voluntarily, involuntarily or by operation of law sell, assign, transfer or otherwise dispose of the Collateral or any interest therein and shall not otherwise do or permit anything to be done or occur that may impair the Collateral as security hereunder except so long as this Mortgage is not in default, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises in the conduct of the business of Mortgagor, upon replacing the same or substituting for the same other Collateral at least equal in value to the initial value of that disposed of and in such a manner so that said Collateral shall be subject to the security interest created hereby and so that the security interest of the Mortgagee hereunder shall be a first priority security interest in said Collateral.

1.12 Advances. If Mortgagor shall fail to perform any of the covenants herein contained or contained in any instrument constituting additional security for the Note or the Indebtedness, the Mortgagee may, but without obligation to do so, make advances to perform same in its behalf and all sums so advanced shall be a lien upon the Premises and shall be secured

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by this Mortgage. The Mortgagor shall repay on demand all sums so advanced on its behalf with interest at the Default Rate provided in the Note. Nothing herein contained shall prevent any such failure to perform on the part of the Mortgagor from constituting an Event of Default as defined below.

1.13 Financial Statements. The Mortgagor shall deliver to Mortgagee, within sixty (60) days after the end of each of Mortgagor's fiscal years, an annual audited balance sheet of Mortgagor and the related statements of income and retained earnings for such fiscal year, all in reasonable detail and certified as complete and correct by an independent certified public accountant acceptable to Mortgagee and prepared in accordance with generally accepted accounting principles, consistently applied.

1.14 Time. The Mortgagor agrees that time is of the essence hereof in connection with all obligations of the Mortgagor herein or in the Note, the Security Documents or any other instruments constituting additional security for said Note.

1.15 Records. The Mortgagor agrees to keep adequate books and records of account in accordance with generally accepted accounting principles and shall permit the Mortgagee, and its agents, accountants and attorneys, to visit and inspect the Premises and examine its books and records of account, and to discuss its affairs, finances and accounts with the Mortgagor, at all reasonable times.

1.16 Estoppel Certificates. The Mortgagor within twenty (20) days after written request shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no setoffs or defenses exist against the Mortgage debt, or, if such setoffs or defenses are alleged to exist, the nature thereof.

1.17 Assignment of Rents and Leases. Mortgagor agrees to execute and deliver to Mortgagee such assignments of leases and rents applicable to the Premises as the Mortgagee may from time to time request while this Mortgage and the debt secured hereby are outstanding. Mortgagor covenants and agrees to keep all leases, estates and interests pertaining to the Premises and all contracts and agreements relating thereto in full force and effect and not to permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof.

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ARTICLE TWO

Default

2.01 Events of Default: The occurrence of any of the following (time being of the essence) shall be deemed to be an Event of Default or default hereunder and, at the option of Mortgagee, a default under the Note and any Security Documents (hereinafter "Event of Default" or "default"):

(a) Failure to make any payment when due in accordance with the terms of the Note secured hereby, this Mortgage or any Security Documents after the expiration of applicable grace periods.

(b) Failure to perform any of the other terms, covenants and conditions in the Note secured hereby, this Mortgage, the Security Documents or any other instrument constituting additional security for the Loan and such failure shall continue for a period of thirty (30) days following written notice from Mortgagee to Mortgagor of such default; provided, however, that no notice and cure period shall be applicable to the occurrence of an Event of Default described in Paragraph 2.01(f) and (g) hereof.

(c) Breach of or material misrepresentation of any warranties or representations given by Mortgagor to Mortgagee herein or in the or in any Security Document including, but not limited to any financial statements given to Mortgagee as an inducement to make the Loan.

(d) An event of default under or institution of foreclosure or other proceedings to enforce any mortgage or security interest, lien or encumbrance of any kind upon the Premises or any portion thereof.

(e) Should the Mortgagor, or any Guarantor of the Note, or any successors and assigns thereof, including without limitation the then current owners of any interest in the Premises:

(i) file a petition under the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing (hereafter referred to as a "Bankruptcy Proceeding"); or

(ii) file any answer admitting insolvency or inability to pay its debts; or

(iii) be the subject of any petition of involuntary Bankruptcy which is not discharged within sixty (60) days after filing; or

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(iv) be the subject of an order for relief against it in any Bankruptcy Proceeding which is not discharged within sixty (60) days after filing; or

(v) have a custodian or trustee or receiver appointed for or have any court take jurisdiction of its property, or the major part thereof, in any involuntary proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation which is not discharged within sixty (60) days after appointment; or

(vi) make an assignment for the benefit of its creditors; or

(vii) admit in writing its inability to pay its debts generally as they become due; or

(viii) consent to an appointment of custodian or receiver or trustee of all its property, or the major part thereof.

(f) Failure to procure and/or pay for any insurance policy required hereunder, or the lapse or expiration without replacement of any such policy.

(g) Subject to applicable contest rights, failure to pay when due any taxes, including state, county and/or local if any, and to pay any assessments made on the property.

(h) The occurrence of any material adverse change in Mortgagor or any Guarantor which Mortgagee determines, in its reasonable and absolute discretion, will have a material adverse effect on the Loan, the Premises, the Collateral, the other security for the Loan, or Mortgagor's or any Guarantor's ability to perform its obligations under the Note or any Security Document.

2.02 Remedies.

(a) Upon and during the continuance of any such Event of Default, the Mortgagee may declare the entire principal of the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, all prepayment premium payable thereunder and all other Indebtedness to be due and payable immediately, and upon any such declaration the principal of the Note and said accrued and unpaid interest, prepayment premium, if any, and other charges shall become and be immediately due and payable, anything in the Note, the any Security Document or in this Mortgage to the contrary notwithstanding.

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(b) Upon and during the continuance of any such Event of Default, or in the event Mortgagee shall, in its sole discretion, deem it necessary or proper to protect or conserve the security of the Indebtedness, the Mortgagee by its agents or attorneys, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude the Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the Mortgagee at the expense of the Mortgagor, from time to time, either by purchase, repairs or construction may maintain and restore the Premises, may complete the construction of the improvements and in the course of such completion may make such changes in the contemplated improvements as it may deem desirable and may insure the same; and likewise, from time to time, at the expense of the Mortgagor, the Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may deem advisable; and in every such case the Mortgagee shall have the right to manage and operate the Premises and to carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise as it shall deem best; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Premises and every part thereof, all of which shall for all purposes constitute property of the Mortgagee; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and other charges upon the Premises or any part thereof, as well as just and reasonable compensation for the services of the Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, the Mortgagee shall apply the moneys arising as aforesaid, first, to the payment of the interest and principal of the Note, when and as the same shall become payable and second, to the payment of any other sums required to be paid by the Mortgagor under the Note and this Mortgage.

(c) This Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of Illinois. Upon and after an Event of Default and at any time or times thereafter, Mortgagee shall have the remedies of a Secured Party under the Uniform Commercial Code of Illinois, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor,

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with or without judicial process, enter (if this can be done without breach of the peace) upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to said real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois); and the Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Borrower's right of redemption in satisfaction of the Borrower's obligations, as provided in the Uniform Commercial Code of Illinois. Mortgagee, without removal, may render the Collateral unusable and dispose of the Collateral on the Premises. Mortgagee may require Borrower to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee. Unless the Collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Mortgagee will give Borrower at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown herein at least five (5) days before the time of the sale or disposition. Mortgagee may buy at any public sale, and if the Collateral is of a type customarily sold in a recognized market, or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and, if permitted under Illinois law the reasonable attorneys' fees and legal expenses incurred by Mortgagee shall be applied in satisfaction of the obligations secured hereby. The Mortgagee will account to the Borrower for any surplus realized on such disposition in excess of the amount of the indebtedness secured by the Mortgage.

The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Mortgage or under any other instrument securing said Note, or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of the Mortgagee so long as any part of the Borrower's obligations remain unsatisfied.

Mortgagee, at its option, may proceed as if all of the Collateral were real property in accordance herewith, or may treat any of the Collateral as if it were personal property and dispose of the same in accordance with the Security Agreement. In addition, any sale of the Collateral may be made without having the Collateral present at the sale.

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(d) Upon and after any such Event of Default, the Mortgagee, with or without entry, by its agents or attorneys, insofar as applicable, may:

(i) sell the Premises to the extent permitted by law and pursuant to the procedures provided by law, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such terms and after such notice thereof as may be required or permitted by law; or

(ii) institute proceedings for the complete or partial foreclosure of this Mortgage; or

(iii) apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Premises and of all the earnings, revenues, rents, issues, profits and income thereof; or

(iv) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee shall elect.

(e) In case Mortgagee shall have proceeded to enforce any right 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 Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee herein provided or arising or existing otherwise than herein set forth shall continue as if no such proceeding had been taken.

(f) Upon the completion of any sale or sales made by the Mortgagee under or by virtue of this Section, the Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. The Mortgagee is hereby appointed the true and irrevocable lawful attorney of the Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Premises and rights so sold and for that purpose the Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons

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with like power, the Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. This power of attorney shall be deemed to be a power coupled with an interest and not subject to revocation. Nevertheless, the Mortgagor, if so requested by the Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to the Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Mortgagee, for that purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Section whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Mortgagor.

(g) In the event of any sale made under or by virtue of this Section, the entire principal of, and interest on, the Note, if not previously due and payable, and all other sums required to be paid by the Mortgagor pursuant to this Mortgage, immediately thereupon shall, anything in the Note, any Security Document or in this Mortgage to the contrary notwithstanding, become due and payable.

(h) The purchase money, proceeds or avails or any sale made by virtue of this Section, together with any other sums which then may be held by the Mortgagee under the provisions of this Section or otherwise, shall be applied as follows:

- First: To the payment of the costs and expenses of such sale, including reasonable compensation to the Mortgagee, its agents and attorneys, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Mortgagee under this Mortgage, together with interest at the Default Rate provided in the Note.
- Second: To the payment of any other sums required to be paid by the Mortgagor pursuant to any provisions of this Mortgage or the Note.
- Third: To the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest, with interest on the unpaid principal and accrued interest at the rate(s) specified in the Note, from and after the happening of any

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Event of Default described herein from the due date of any such payment of principal until the same is paid.

Fourth: To the payment of the surplus, if any, the Mortgagor.

(i) Upon any sale made under or by virtue of this Section, the Mortgagee may bid for and acquire the Premises or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness of the Mortgagor secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the cost of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage. The Mortgagee, upon so acquiring the Premises, or any part thereof shall be entitled to hold, lease, rent, operate, manage and sell the same in any manner provided by applicable laws.

(j) In the event of any foreclosure sale, Mortgagor for itself and for its successors and assigns and for the benefit of Mortgagee and its successors and assigns hereby expressly waives (a) appraisement of the Premises; (b) all rights to redeem and periods of redemption and equity of redemption to which it may have been entitled under the laws of the State of Illinois; and (c) the benefit of the homestead exemption laws, or any other present or future stay, exemption or insolvency laws of any jurisdiction; all of same exemptions and rights being expressly waived to the full extent permitted by law.

(k) Mortgagee, at Mortgagee's option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted by Mortgagor as a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby.

ARTICLE THREE

Miscellaneous Terms and Conditions

3.01 Leases. In the event the Mortgagee shall institute judicial proceedings to foreclose the lien hereof, and shall be appointed as a mortgagee in possession of the Premises, the Mortgagee during such time as it shall be mortgagee in possession of the Premises pursuant to an order or decree entered in such judicial proceedings, shall have, and the Mortgagor hereby gives and grants to the Mortgagee, the right, power and authority to make and enter into leases of the Premises or the portions thereof for such rents and for such periods of occupancy and upon such conditions and provisions as

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such mortgagee in possession may deem desirable, and Mortgagor expressly acknowledges and agrees that the term of any such lease may extend beyond the date of any sale of the Premises pursuant to a decree rendered in such judicial proceedings; it being the intention of the Mortgagor that while the Mortgagee is a mortgagee in possession of the Premises pursuant to an order or decree entered in such judicial proceedings, such Mortgagee shall be deemed to be and shall be the attorney-in-fact of the Mortgagor for the purpose of making and entering into leases of parts or portions of the Premises for the rents and upon the terms, conditions and provisions deemed desirable to such Mortgagee and with like effect as if such leases had been made by the Mortgagor as the owner in fee simple of the Premises free and clear of any conditions or limitations established by this Mortgage. The power and authority hereby given and granted by the Mortgagor to Mortgagee shall be deemed to be coupled with an interest and shall not be revocable by Mortgagor.

3.02 Taxation of Note and Mortgage. If at any time before the debt hereby secured is fully paid, any law be enacted, deducting from the value of said real estate, for the purposes of taxation, any lien thereon, or revising or changing in any way the laws now in force for the taxation of mortgages or notes, or the debts secured thereby, for state or local purposes, or the manner of collection of such taxes, so as to affect adversely this Mortgage or the debt hereby secured, or the owner and holder thereof in respect thereto, then this Mortgage and the Note hereby secured shall at the option of said Mortgagee without notice to any party, become immediately due and payable.

3.03 Marshalling of Assets. Mortgagor on its own behalf and on behalf of its successors and assigns hereby expressly waives all rights to require a marshalling of assets by Mortgagee or to require Mortgagee, upon a foreclosure, to first resort to the sale of any portion of the Premises which might have been retained by Mortgagor before foreclosing upon and selling any other portion as may be conveyed by mortgagor subject to this Mortgage.

3.04 Partial Release. Without affecting the liability of any other person for the payment of any Indebtedness herein mentioned (including Mortgagor should it convey said Premises) and without affecting the priority of the lien hereof upon any property not released, Mortgagee may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or any part of the Premises described herein, take or release any other security or make compositions or other arrangements with debtors. Mortgagee may also accept additional security,

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either concurrently herewith or hereafter, and sell same or otherwise realize thereon either before, concurrently with, or after sale hereunder.

3.05 Non-Waiver.

(a) By accepting payment of any sum secured hereby after its due date or altered performance of any obligation secured hereby, Mortgagee shall not waive its right against any person obligated directly or indirectly hereunder or with respect to any Indebtedness hereby secured, either to require prompt payment when due of all other sums so secured or to take remedy for failure to make such prompt payment or full performance. No exercise of any right or remedy by Mortgagee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law.

(b) No delay or omission of the 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.

(c) Receipt of rents, awards, and any other monies or evidences thereof, pursuant to the provisions of this Mortgage and any disposition of the same by Mortgagee shall not constitute a waiver of the right of foreclosure by Mortgagee in the event of default or failure of performance by Mortgagor of any covenant or agreement contained herein or in any note secured hereby.

3.06 Protection of Security. Should Mortgagor fail to make any payment or fail to perform any covenant as herein provided, Mortgagee (but without obligation so to do and without releasing Mortgagor from any obligation hereof) may after expiration of applicable grace periods: make or do the same in the manner and to such extent as Mortgagee may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon the Premises for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of Mortgagee is prior or superior hereto and, in exercising any such power, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and reasonable counsel fee. Any expenditures in connection herewith shall constitute an advance hereunder and shall bear interest at the Default Rate provided in the Note.

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3.07 Rule of Construction. When the identity of the parties hereto or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The headings of each paragraph are for information and convenience only and do not limit or construe the contents of any provision hereof.

3.08 Severability. If any term of this Mortgage, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Mortgage, or the application of such term to persons or circumstances other than those as to which is invalid or unenforceable, shall not be affected thereby, and each term of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

3.09 Successors in Interest. This Mortgage applies to, inures to the benefit of, and is binding not only on the parties hereto, but also on their successors and permitted assigns. All obligations of Mortgagor hereunder are joint and several. The term "Mortgagee" shall mean the holder and owner, including pledgees, of the Note secured hereby, whether or not named as Mortgagee herein.

3.10 Notices. Except as otherwise required by law, all notices to be given pursuant to this Mortgage shall be sufficient if delivered personally, sent by overnight delivery service, or mailed postage prepaid, certified or registered mail, return receipt requested, to the below described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the earlier of receipt or the date such notice is deposited in the mail or with an overnight delivery service as hereinbefore provided.

Mortgagor:

First National Bank of Blue Island
c/o Mid-Continent Builders
600 Holiday Plaza Drive, Suite 300
Matteson, Illinois 60443

With a Copy to:

Richard Treichel
600 Holiday Plaza Drive, Suite 330
Matteson, Illinois 60443

and

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Robert E. Field
Seyfarth, Shaw, Fairweather & Geraldson
55 East Monroe Street
Chicago, Illinois 60603

Mortgagee:

Metro North State Bank
8320 North Oak Trafficway,
Kansas City, Missouri 64155

With a Copy to:

Lisa M. Haines
Polcinelli, White, Vardeman & Shalton
A Professional Corporation
4705 Central
Kansas City, Missouri 64112

3.11 Modifications. This Mortgage may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

3.12 Governing Law. This Mortgage shall be construed according to and governed by the laws of the State of Illinois.

3.13 Reasonableness Standard. Whenever by the terms of this Mortgage, the Mortgagee has covenanted to act reasonably, the remedies of the Mortgagor in the event any of the actions of the Mortgagee are deemed to be unreasonable, shall be limited to an injunction or declaratory judgment only and in no case shall a money judgment be demanded or granted.

3.14 Business Loan. Mortgagor covenants and agrees that the Indebtedness secured by this Mortgage, and the proceeds of such Indebtedness, are for business purposes only.

3.15 Protection of Lien. Mortgagor shall not by act or omission permit any building or other improvement on the Premises not subject to the lien of this Mortgage to exist on the Premises or any part thereof or any interest therein or fail to fulfill any municipal or governmental requirement. Similarly, no building or other improvement on the Premises shall exist on any premises not subject to the lien of this Mortgage or any interest therein. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this Section 3.15 shall be void.

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3.16 Late Charge. The Note secured hereby requires the payment of a late charge in the event any installment of principal and/or interest due thereunder and/or any escrow fund payment for taxes or insurance due hereunder shall become overdue. Said late charges shall be Indebtedness secured hereby.

3.17 [Intentionally Deleted]

3.18 General Construction. Whenever used in this Mortgage and unless expressly provided otherwise: (i) use of the singular includes the plural, and vice versa; (ii) use of gender includes all genders; (iii) use of the term "include" is always without limitation; (iv) use of the words "should", "must", and "will" has the same legal effect as the use of the word "shall"; (v) the term "days" means consecutive calendar days except that, if the expiration of any time period measured in days occurs on a Saturday, Sunday, or Legal Holiday, such expiration automatically will be extended to the next day that is not a Saturday, Sunday or Legal Holiday; (vi) "person" means any natural person or artificial entity having legal capacity; (vii) the term "Mortgage" includes any and all amendments, modifications, extensions, renewals, replacements, substitutions and consolidations now or hereafter made, individually and collectively; (viii) the term "loan documents" means written documents which secure the payment or other performance of the obligations from time to time evidenced by the Note or this Mortgage; and (ix) "dollars" or "\$" means the currency of the United States of America. All payments to Mortgagee pursuant to any provision of this Mortgage must be made by legal tender of the United States of America. For purposes of determining the accrual of interest pursuant to any provision of this Mortgage, interest shall be based on a 360-day year with twelve (12) thirty (30) day months. Mortgagee, at any time by reasonable prior notice, may require that any payment will be deemed "made", "paid", or "received" to or by Mortgagee only when reduced to immediately available funds in such bank account as Mortgagee reasonably may designate for such purpose within the United States of America or, if made by legal tender, on the next succeeding banking day following receipt, unless sooner utilized by, or deposited to the credit of, Mortgagee. Part and paragraph headings and subheadings are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce the substantive provisions of this Mortgage.

3.19 Usury. No provision of the Note secured hereby or of this Mortgage, any Security Document or other loan documents issued in conjunction herewith shall be deemed to require payment or permit the collection of interest in excess of the maximum permitted by the applicable law. If any excess of interest in such respect is provided in said Note, this Mortgage, any Security Document or in any other loan documents, the provisions of this Section 3.19 shall govern and no party obligated for the Indebtedness secured hereby shall be

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obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law. If it is adjudicated that the fee or other charge related to the Loan is interest, such fee or other charge so adjudicated to be interest shall be considered as interest for the life of the Loan commencing from the date hereof and extending to the due date of the Note secured hereby or any extension of such due date.

3.20 Regulation G. Mortgagor warrants that the proceeds of 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.

3.21 Waiver of Statutory Rights. To the extent permitted by law, 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 Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises and the Collateral sold as an entirety.

3.22 Non-Recourse. Notwithstanding any other provisions to the contrary herein contained, Mortgagor shall have no personal liability for payment of the principal or interest of the Note hereby secured or any other sums due under the Note or hereunder, nor with respect to any covenant or obligation hereunder or thereunder. In the event of a default under the Note, this Mortgage or any Security Document, Mortgagee's sole recourse shall be against the corpus of the Trust, the Premises or other security held by Mortgagee. This provision shall not (i) impair in any way the lien of this Mortgage and the Security Documents upon the property covered hereby or the right of Mortgagee to collect all sums due hereunder and under the Note in any other manner; or (ii) prevent the failure to make any payment of principal, interest or other charges due under the Note from being a default under this Mortgage or any Security Document; or (iii) affect in any way the obligations of the guarantors under the Guaranty executed in favor of Mortgagee of even date herewith or affect the enforceability of the Guaranty.

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IN WITNESS WHEREOF, the said Mortgagor has caused this instrument to be properly executed as of the date first above written.

First National Bank of Blue Island, a national banking association, as Trustee under Trust Agreement dated March 16, 1987 known as Trust Number 87028

[SEAL]

ATTEST:

By:

Its:

William J. Horn
VICE PRESIDENT & TRUST OFFICER

Property of Cook County Clerk's Office
SECRETARY

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EXHIBIT A

Parcel 1:

The South 1/2 of the South East 1/4 of Section 16, lying East of the East right of way line of the South Expressway (F.A. I. 57) excepting therefrom the East 1,150 feet of the South 950.24 feet all in Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

That part of the North East 1/4 of Section 21, lying Easterly and Northerly of the Easterly right of way line of the South Expressway (F.A. I. 57) and Westerly of the following described lines:

Commencing on the North line of said North East 1/4 1,150 feet West of the North East corner; thence South 813.89 feet along a line 1,150 feet West of and parallel to the East line of said North East 1/4; thence East 1,080 feet on a line 516.5 feet North of and parallel to the North line of the South 1/2 of said North East 1/4; thence South 516.5 feet on a line 70 feet West of and parallel to the East line of said North East 1/4 to said last North line; thence South 89 degrees 56 minutes 59 seconds West 525 feet on said North line; thence South 45 degrees 40 minutes 38 seconds West 1,393.38 feet; thence South 243.69 feet to the Northerly right of way line of the South Expressway (F.A. I. 57) all in Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

East side of Cicero Avenue north of Lincoln Highway
Matteson, IL

PIN'S 31-16-402-001-0000 Parcel 1
31-16-403-003-0000 Parcel 1
~~31-16-404~~
~~31-21-200-002-0000~~
~~31-21-200-003-0000~~
31-21-201-003-0000
31-21-201-005-0000
~~31-21-201-007-0000~~
31-21-202-007-0000
- 208 - 017 - 0000
- 201 - 006 - 0000

Parcel 2 *He*

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EXHIBIT "B"

Loan Documents

- ~~1. Mortgage and Security Agreement of even date herewith, by First National Bank of Blue Island, as Trustee, in favor of Metro North State Bank covering real property in Matteson, Illinois.~~
2. Collateral Assignment of Beneficial Interest in Land Trust of even date herewith by Mid-Continent Builders, Inc., under Trust Number 87028, in favor of Metro North State Bank.
3. UCC-1 Financing Statements of even date herewith perfecting security interest in Trust Number 87028, by Mid-Continent Builders, Inc., in favor of Metro North State Bank.
- ~~4. Mortgage and Security Agreement of even date herewith, by Chicago Title and Trust Company, as Trustee, in favor of Metro North State Bank covering real property in Matteson, Illinois.~~
5. Collateral Assignment of Beneficial Interest in Land Trust of even date herewith, by Mid-Continent Builders, Inc., under Trust Number 1076750, in favor of Metro North State Bank.
6. UCC-1 Financing Statements of even date herewith, perfecting security interest in Trust Number 1076750, by Mid-Continent Builders, Inc., in favor of Metro North State Bank.
7. Mortgage and Security Agreement of even date herewith, encumbering land in Southfield, Michigan, by Mid-Continent Builders, Inc., in favor of Metro North State Bank.
8. UCC-1 Financing Statements perfecting security interest in real property located in Southfield, Michigan, by Mid-Continent Builders, Inc., in favor of ~~Metro North State Bank.~~
9. Guaranty of even date herewith, by Gerald A. Stillman, Riva K. Stillman and Mid-Continent Builders, Inc. in favor of Metro North State Bank.

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 26th day of March, 1987, before me appeared JAMES J. JAMES, to me personally known, who, being by me duly sworn did say that he/she is the Asst. Secretary of First National Bank of Blue Island, a national banking association, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Asst. Secretary acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Hilde Tytz

NOTARY PUBLIC

My Commission Expires:

My commission expires July 8, 1989

[SEAL]

3602918

1987 MAR 27 4:32
HARRY (BUS) YOUSSELL
REGISTRAR OF TITLES

Submitted by _____
Address _____
Promised _____
Deliver on _____
Address 3602918
Deed to _____ Trust
Address _____
Notified _____

Stack
Kathryn Hamilton
Guy Alberta Shaw
Suite 4200
25 Emmonroe
Chicago IL 60603
7021894

3/27/87
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