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This instrument was prepared by and is to be returned to:

Thomas A. Stegeman, Esq.
Thomas & Fiske, P.C.
3110 Fairview Park Drive
Suite 1400
P. O. Box 3706
Fairfax, Virginia 22038

MORTGAGE (With Security Agreement and Financing Statement)

THIS INSTRUMENT WITNESSES THAT, the undersigned, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as Trustee under Trust Number 101137-02 by a trust agreement dated January 13, 1987, whose business address is 33 North LaSalle Street, Chicago, Illinois, 60690, for and in consideration of the indebtedness as herein recited hereby MORTGAGES, WARRANTS, GRANTS, ~~BALENS~~, SELLS and CONVEYS to STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION, a Federal corporation chartered by the Federal Home Loan Bank Board, its successors and/or assigns forever ("Mortgagee"), whose address is 481 North Frederick Avenue, Gaithersburg, Maryland 20877, all and singular, the real property located in Cook County, Illinois, more particularly described in Exhibit "A", attached hereto and made a part hereof, subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof.

Together with all rights, hereditaments and appurtenances in anywise appertaining or belonging thereto; and together with all buildings and improvements now or hereafter located on said real property and all equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings and other improvements (such building or buildings and other improvements being hereinafter called the "Project") now or hereafter erected, constructed or developed on the above-described real property which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Project in any manner; all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein; all plans and specifications for the Project; all contracts and subcontracts relating to the Project, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, approvals, franchises, certificates, and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property or interest therein described herein; all maintenance contracts, service agreements, rental agreements, management, professional and administrative contracts, and leasing and rental contracts relating to or applicable to or used in connection with the Property; all proceeds (including premium refunds) payable or to

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be payable under each policy of insurance relating to the Project; all proceeds arising from the taking of all or a part of the real property or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; and all other interests of every kind and character which Mortgagor now has or at any time hereafter acquires in and to the above-described real and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, including all easements and rights described in that certain Declaration of Easements, Restrictions and Covenants for Palatine Square Community Association, dated January 20, 1978, and filed as Document LR 2994960, licenses, and all reversionary rights or interests of Mortgagor with respect to such property, unto the Mortgagee, its successors and assigns forever. It is agreed hereby that to the extent permitted by law, the foregoing personal property and fixtures are to be deemed and held to be a part of and affixed to the real property. The foregoing described real and personal property, and interests in real and personal property are hereinafter collectively called the "Mortgaged Property."

This is made to secure and enforce the following described indebtedness obligations and liabilities (herein, together with any other indebtedness described herein, called the "indebtedness secured hereby"):

(i) Payment of a certain Promissory Note in the principal sum of \$3,060,000.00 of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said note, payable on or before March 29, 1992, subject to the two (2) year extension option granted Mortgagor as more particularly set forth in such Promissory Note; and any and all renewals, extensions, modifications, substitutions or increases of said note (hereinafter, whether one or more, called the "Note"), or any part thereof;

(ii) Payment of all funds hereafter advanced by Mortgagee to or for the benefit of Mortgagor, as contemplated by any covenant or provision herein contained or for any other purpose; and

(iii) Payment of all other indebtedness of whatever kind or character, owing or which may hereafter become owing by Mortgagor or any related entity owned or controlled by Mortgagor, to Mortgagee, whether such indebtedness is evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise, it being contemplated that Mortgagor may hereafter become indebted to Mortgagee in further sum or sums.

The maximum indebtedness secured by this Mortgage shall never exceed the principal amount of \$20,000,000.00, plus interest thereon.

All indebtedness secured hereby shall be payable to Mortgagee at the Mortgagee's address specified above, or at such other address as may be designated by Mortgagee from time to time; and, unless otherwise provided in the instrument evidencing or creating such indebtedness, shall bear interest at the same rate per annum as the Note bears, from the date of accrual of such indebtedness until paid. If any indebtedness secured hereby shall be collected by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by any option given to the Mortgagee to mature same, Mortgagor agrees to pay Mortgagee's reasonable attorneys' and collection fees, whether suit be brought or not, and such fees shall be a part of the indebtedness secured hereby. This Mortgage shall also secure all renewals,

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extensions, modifications, substitutions and increases of any of the indebtedness secured hereby.

Better to secure payment of such indebtedness, Mortgagor does hereby covenant, ~~warrant~~ and represent to and agree with Mortgagee as follows:

(1) Payment and Performance. Mortgagor will pay all of the indebtedness secured hereby, together with the interest thereon, when the same shall become due, in accordance with the terms of the Note or any other instrument evidencing, securing or pertaining to such indebtedness or evidencing any renewal or extension or modification or increase of such indebtedness, or any part thereof, and further, Mortgagor shall punctually and properly perform all of Mortgagor's covenants, obligations and liabilities under any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with or related to the indebtedness or other obligations secured hereby, or any part thereof.

(2) Mortgagee's Right to Perform. Upon Mortgagor's failure to make any payment or perform any act required by the loan instruments, and after the expiration of any applicable cure period set forth in this Mortgage, then at any time thereafter, and without notice to or demand upon Mortgagor, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon as Mortgagee may deem necessary or appropriate.

(3) Title to and Nature of Mortgaged Property. Mortgagor has in its own right good, perfect and indefeasible title in fee simple, except as otherwise provided herein, to the Mortgaged Property which is free from encumbrance superior to the indebtedness secured hereby, except as otherwise provided herein, and has full right to make this conveyance.

(4) Organization and Power. This Mortgage has been executed and delivered pursuant to authority legally adequate therefor, and Mortgagor has been and is authorized and empowered by all necessary persons and/or entities having the power of direction over it to execute and deliver the Note, this Mortgage, and all other documents executed and delivered in connection with the loan evidenced by the Note.

(5) Existence of Mortgagor. Mortgagor will preserve and keep in full force and effect its existence, rights, franchises, and trade names.

(6) Insurance. Mortgagor will keep all insurable Mortgaged Property, including, without limitation, the boiler, if applicable, insured against the risks covered by policies of comprehensive general liability, fire and extended coverage insurance, rental loss insurance, worker's compensation coverage and such other risks as Mortgagee may require, such insurance to be written in amounts, in form and with companies acceptable to Mortgagee, with loss made payable to Mortgagee by mortgagee clauses of standard form, and will deliver the policies of insurance to Mortgagee promptly as issued; and in case Mortgagor fails to do so, Mortgagee, at its option, may procure such insurance at Mortgagor's expense. All renewal and substitute policies of insurance shall be delivered at the office of Mortgagee, premiums paid, at least thirty (30) days before termination of policies theretofore delivered to Mortgagee. All insurance policies shall have mortgagee endorsements approved by Mortgagee including provisions for thirty (30) days prior written notice of amendment or termination. In case of loss, Mortgagee,

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at its option and in its sole discretion, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same upon the indebtedness secured hereby. If any loss shall occur at any time when Mortgagor shall be in default in the performance of this covenant, Mortgagee shall be entitled to the benefit of all insurance held by or for any Mortgagor, to the same extent as if it had been made payable to Mortgagee and upon foreclosure hereunder, Mortgagee shall become the owner thereof. If the Mortgaged Property or any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, or if required by Mortgagee, then Mortgagor will obtain such insurance as is required by such governmental authority, or such private flood insurance, as the case may be, in amounts required by Mortgagee.

(7) Taxes and Assessments. Mortgagor will pay all taxes and assessments against or affecting the Mortgaged Property as the same shall become due and payable, and, if Mortgagor fails to do so, the Mortgagee may pay them, together with all costs and penalties thereon, at Mortgagor's expense; provided, however, that Mortgagor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest the validity thereof, and pending such contest Mortgagor shall not be deemed in default hereunder because of such nonpayment, if prior to delinquency of the asserted tax or assessment, Mortgagor furnishes the Mortgagee an indemnity bond, conditioned that such tax or assessment with interest, cost and penalties be paid as herein stipulated secured by a deposit in cash, or security acceptable to Mortgagee, or with surety acceptable to Mortgagee, in the amount of the tax or assessment being contested by Mortgagor, and a reasonable additional sum to pay all possible costs, interest and penalties imposed or incurred in connection therewith, and if Mortgagor promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final; and provided further, that in any event, each such contest shall be concluded and the tax, assessment, penalties, interest and costs shall be paid prior to the date such judgment becomes final or any writ or order is issued under which the Mortgaged Property may be sold pursuant to such judgment.

(8) Tax and Insurance Escrows. Mortgagor shall create a fund or reserve for the payment of all taxes and assessments against or affecting the Mortgaged Property by paying to Mortgagee, on the first day of each calendar month prior to the maturity of the Note, an amount equal to the sum of the taxes and assessments next due on the Mortgaged Property, or any part thereof, as estimated by Mortgagee, less all sums on deposit with Mortgagee therefor, divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become due, such sums to be held by Mortgagee for the purposes of paying such taxes and assessments. Such sums shall be deposited in an interest-bearing account in Mortgagee and interest at the passbook savings rate shall be paid thereon, such interest to remain part of such sums. Any excess reserve shall, at the discretion of Mortgagee, be credited by Mortgagee on subsequent reserve payments or subsequent payments to be made on the Note by the maker thereof, and any deficiency shall be paid by Mortgagor to Mortgagee on or before the date when such taxes and assessments shall become due. Transfer of legal title to the Mortgaged Property shall automatically transfer the interest of Mortgagor in all sums deposited with Mortgagee under the provisions hereof or otherwise.

(9) Condemnation. All judgments, decrees and awards for injury or damage to the Mortgaged Property, and all awards pursuant to proceedings for condemnation thereof, are hereby

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assigned in their entirety to Mortgagee, who may apply the same to the indebtedness secured hereby in such manner as it may elect; and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceedings for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as may be requested by it from time to time to permit such participation. In the event Mortgagee, as a result of any such judgment, decree, or award, reasonably believes that the payment or performance of any obligation secured by this Mortgage is impaired, Mortgagee may, without notice, declare all of the indebtedness secured hereby immediately due and payable.

(10) Mortgagor's Interest in the Mortgaged Property. If, while this Mortgage is in force, the interest of Mortgagor or the lien of Mortgagee in the Mortgaged Property hereby conveyed or any part thereof, shall be endangered or shall be attacked directly or indirectly, Mortgagor hereby authorizes Mortgagee at Mortgagor's expense to take all necessary and proper steps for the defense of such interest, including the employment of counsel, the prosecution or defense of litigation and the compromise or discharge of claims made against such interest.

(11) Taxes on Note or Mortgage. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any rights, titles, liens or security interests created hereby, or upon the Note, or any part thereof, Mortgagor shall immediately pay all such taxes; provided that, in the alternative, Mortgagor may, in the event of the enactment of such a law, and must, if it is unlawful for Mortgagor to pay such taxes, prepay the Note within sixty (60) days after demand for such prepayment by Mortgagee.

(12) Statements by Mortgagor. Mortgagor shall, at any time and from time to time, furnish promptly, upon request, a written statement or affidavit, in such form as may be required by Mortgagee, stating the unpaid balance of the Note and that there are no offsets or defenses against full payment of the Note, or if there are any such offsets and defenses, specifying them.

(13) Mortgagee's Expenses. If, in pursuance of any covenant contained herein or in any other instrument executed in connection with the loan evidenced by the Note or in connection with any other indebtedness secured hereby, Mortgagee shall expend any money chargeable to Mortgagor or subject to reimbursement by Mortgagor under the terms of such covenant or agreement, Mortgagor will repay the same to Mortgagee immediately at the place where the Note or other indebtedness secured hereby is payable, together with interest thereon at the Default Rate, as defined in the Note, from and after the date of Mortgagee's making such payment. The sum of each such payment shall be added to the indebtedness secured hereby and thereafter shall form a part of the same, and it shall be secured by this Mortgage and by subrogation to all the rights of the person or entity receiving such payment. The Mortgagee may make advances, but shall not be obligated to do so, for any of the following: (i) insurance, (ii) payment of taxes or any part thereof, (iii) repair, maintenance and preservation of the Mortgaged Property, or of any buildings or other structures thereon, including fixtures, (iv) for the discharge of any liens or encumbrances on the Mortgagee

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Property, (v) for perfecting the title thereto, (vi) for enforcing collection of the indebtedness secured hereby, (vii) for any water, sewer, gas, telephone or electric charge imposed for any services rendered to the Mortgaged Property, (viii) for the protecting or preserving of any use being made of the Mortgaged Property, (ix) for advances to any trustee or receiver of the Mortgaged Property, and (x) for any additions or improvements to the Mortgaged Property or to any buildings or other structures thereon, including fixtures, considered desirable by Mortgagee while it or any receiver or trustee is in possession thereof. Mortgagee may make any payment herein and hereby authorized, according to any bill, statement or estimate without inquiry into the accuracy of the bill, statement or estimate or into the validity thereof. Mortgagee in making any payment herein authorized, relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, mortgage, claim or charge, shall be the sole judge of the legality or validity of same

(14) Repair of Mortgaged Property. Mortgagor will keep every part of the Mortgaged Property in first-class condition and presenting a first-class appearance, making promptly all repairs, renewals and replacements necessary to such end, and doing promptly all else necessary to such end. Mortgagor will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Mortgaged Property; provided, however, Mortgagor shall have the right to contest any such lien, if done so in good faith and diligently pursued, if Mortgagor deposits with the title company which insured the lien of this Mortgage such sums equal to 150% of the amount of such lien or such other amounts satisfactory to such title company to enable such title company to insure over such lien by an endorsement to Mortgagee's policy of title insurance. Mortgagor will guard every part of the Mortgaged Property from removal, destruction and damage, and will not do or suffer to be done any act whereby the value of any part of the Mortgaged Property may be lessened. Mortgagor will not materially alter the Mortgaged Property without the prior written consent of the Mortgagee.

(15) Impairment. Mortgagor will not do, or omit to do, any act or thing which would impair the security of this Mortgage.

(16) Sale of Mortgaged Property. At the option of Mortgagee, it shall be a default hereunder if title (whether legal, equitable or beneficial) to all or any part of the Mortgaged Property (other than items of personalty which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new) shall become vested in any party other than Mortgagor, whether by operation of law or otherwise, including without limitation, articles or agreements for deed, without the prior written consent of Mortgagee which consent shall not be unreasonably withheld; provided, however, Mortgagor may sell, transfer and convey the Mortgaged Property if simultaneously with such sale, transfer or conveyance, all indebtedness owed (whether principal, interest or otherwise) by Mortgagor to Mortgagee is paid in full. If Mortgagee should consent to any sale or conveyance of the Mortgaged Property, Mortgagor will not sell all or any portion of the Mortgaged Property unless the purchaser, as a part of the consideration, shall either (a) expressly agree to assume the payment of the indebtedness secured hereby or (b) expressly agree that the title and rights of such purchaser are and shall remain unconditionally subject to all of the terms of this Mortgage for the complete fulfillment of all obligations of the Mortgagor hereunder, and unless also, the deed shall expressly set forth such agreement of the purchaser. As a condition to its consent to any sale, transfer, conveyance, lease of all or substantially all of the Mortgaged Property, assignment or other disposition of the

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Mortgaged Property, Mortgagee may, at its option, increase the rate of interest payable on the Note to such market rate as Mortgagee may deem appropriate. Mortgagor shall also not grant any easement whatever with respect to any of the Mortgaged Property without the joinder therein of Mortgagee, or rent or lease all or substantially all of the Mortgaged Property for any purpose whatever without the prior written consent of Mortgagee, which consent may be withheld, with or without cause, in Mortgagee's sole discretion. It shall also constitute a default hereunder, at Mortgagee's option, if the trust agreement dated January 13, 1987 and known as Trust Number 101137-02 (the "Trust Agreement") is amended, modified, altered or revoked without the prior written consent of Mortgagee, which consent may be withheld, with or without cause, in Mortgagee's sole discretion. It shall also constitute a default hereunder, at Mortgagee's option, if any part of the beneficial interest under the Trust Agreement and/or if any of the existing general partners' interest in the owner of such beneficial interest under the Trust Agreement is sold, transferred, conveyed, pledged or hypothecated in any manner, all without the prior written consent of Mortgagee, which consent may be withheld, with or without cause, in Mortgagee's sole discretion. The provisions of this Paragraph (16) shall apply to any and all sales, transfers, conveyances, exchanges, leases, assignments or other dispositions by any of such parties, their successors and assigns, and any subsequent owners of the Mortgaged Property, or any part thereof.

(17) Successors. If title (whether legal, equitable or beneficial) to the mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, or in the event of any change of ownership of the beneficial owner under the Trust Agreement, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the indebtedness secured hereby in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the indebtedness secured hereby. No sale of the Mortgaged Property, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the indebtedness secured hereby, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of Mortgagor or the liability of any guarantors or sureties of Mortgagor, either in whole or in part.

(18) Default. At the option of Mortgagee, Mortgagor shall be in default hereunder if Mortgagor shall: (i) default in the prompt payment when due of the indebtedness secured hereby, or any part thereof whether by acceleration or otherwise; or (ii) fail to keep and perform any of the covenants or agreements contained herein or in any writing delivered to Mortgagee in connection with the indebtedness secured hereby; or (iii) if any statement, representation or warranty in the Note, this Mortgage or in any writing delivered to Mortgagee in connection with the indebtedness secured hereby is false, misleading or erroneous in any material respect; (iv) if title (whether legal, equitable or beneficial) to all or any part of the Mortgaged Property (other than obsolete or worn Personal Property replaced by adequate substitutes equal or greater in value than the replaced items when new) shall become vested in any party other than Mortgagor, whether by operation of law or otherwise without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, except as otherwise expressly set forth in Paragraph (16) hereof; (v) if Mortgagor grants any easement or dedication, files any plat, or enters into any lease of all or substantially all of the Mortgaged Property, without the prior written consent of Mortgagee, which consent may be withheld, with or without cause, in Mortgagee's sole discretion; (vi) if the beneficial owner of the Trust Agreement or any general partner of such beneficial owner dissolves, liquidates, or merges with or is consolidated into any other corporation; or (vii) if there is a

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default by any general partner under the limited partnership agreement of the beneficial owner of the Trust Agreement; (viii) if the holder of any lien or security interest on the Mortgaged Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder, or if there is any default under any such lien or security interest or the debt secured thereto; or (ix) if the beneficial owner of the Trust Agreement or any general partner of such beneficial owner, or any person liable for the indebtedness secured hereby, or any part thereof, including any guarantor of or surety for the performance of any obligation hereunder, files a voluntary petition in bankruptcy, makes an assignment for the benefit of any creditor, is granted relief as a debtor or insolvent, admits in writing its inability to pay its debts generally as they become due, applies for or consents to the appointment of a receiver, trustee, or liquidator of such beneficial owner of the Trust Agreement or any general partner of such beneficial owner, or of any such guarantor or surety or of all or a substantial part of its assets, takes advantage of or seeks any relief under any bankruptcy, reorganization, debtor's relief or other insolvency law now or hereafter existing, files an answer admitting the material allegations of, or consenting to, or defaulting in, a petition against Mortgagor, the beneficial owner of the Trust Agreement or any general partner of such beneficial owner, or any such guarantor or surety, in any bankruptcy, reorganization under the bankruptcy code or other insolvency proceedings, institutes or voluntarily is or becomes a party to any other judicial proceedings intended to effect a discharge of the debts of the beneficial owner of the Trust Agreement or any general partner of such beneficial owner, or of any guarantor or surety, in whole or in part, or to effect a postponement of the maturity or the collection thereof, or to effect a suspension of any of the rights or powers of Mortgagee granted in the Note, this Mortgage or in any other instrument evidencing or securing the indebtedness secured hereby; or (x) if an order, judgment or decree shall be entered by any court of competent jurisdiction appointing a receiver, trustee or liquidator of the beneficial owner of the Trust Agreement or any general partner of such beneficial owner, or of any guarantor or surety or of all or any substantial part of the assets of such guarantor or surety, beneficial owner of the Trust Agreement or any general partner of such beneficial owner; or (xi) if any money judgment is not satisfied at least ten (10) days prior to the date on which the assets of the beneficial owner of the Trust Agreement or any general partner of such beneficial owner, or any such guarantor or surety may be sold to satisfy such judgment; or (xii) if the beneficial owner of the Trust Agreement or any general partner of such beneficial owner, or any such guarantor or surety shall fail to have discharged any attachments, sequestration or similar proceedings against any assets of the beneficial owner of the Trust Agreement or any general partner of such beneficial owner or of any guarantor or surety; or (xiii) if the Mortgaged Property is placed under control or in the custody of any court, or if Mortgagor abandons any of the Mortgaged Property; or (xiv) if an order for relief pursuant to the Bankruptcy Code is entered against Mortgagor, or the beneficial owner of the Trust Agreement, or any general partner of such beneficial owner, or any guarantor or surety for the performance of any obligation hereunder; or (xv) if the Trust Agreement is amended, modified, altered or revoked without the prior written consent of Mortgagee, which consent may be withheld, with or without cause, in Mortgagee's sole discretion; or (xvi) if any part of the beneficial interest in the Trust Agreement and/or if any of the existing general partners' interest in the Trust Agreement is sold, transferred, conveyed, pledged or hypothecated in any manner without the prior written consent of Mortgagee, which consent may be withheld, with or without cause, in Mortgagee's sole discretion. Upon the occurrence of any such default or any

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other default hereunder, Mortgagee, at its option, after the expiration of any applicable cure period, may pursue any rights and remedies it may have hereunder or at law, or in equity, and Mortgagee may, without limitation, declare the entire indebtedness secured hereby immediately due and payable, whereupon it shall be so due and payable. Any default by any guarantor under any guaranty of the Note and any default by any party under any other document given to secure the Note, including but not limited to any letter agreement or other loan document shall at the election of the Mortgagee be deemed a default hereunder.

Notwithstanding anything contained herein or in any other Loan Document (as defined in the Note) to the contrary, there shall be no default hereunder or thereunder for the failure to pay when due the indebtedness secured hereby unless Mortgagee shall give written notice of such failure to Mortgagor in the manner hereinafter provided in this Mortgage and such failure shall continue uncured for a period of fifteen (15) days thereafter; and there shall be no default hereunder or thereunder for the failure to keep or perform any of the non-monetary obligations contained herein or therein unless Mortgagee shall give written notice of such failure to Mortgagor in the manner provided in this Mortgage and such failure, default or condition remains uncured to the Mortgagee's satisfaction for a period of thirty (30) days thereafter; provided, however, if such non-monetary default is not susceptible of such curing within such thirty (30) day period, then provided (i) Mortgagor commences such cure within such thirty (30) day period and (ii) diligently prosecutes such cure to the satisfaction of Mortgagee, then Mortgagor shall have an additional thirty (30) day period within which to cure such non-monetary default.

(19) Remedies of Mortgagee. Upon the occurrence of a default hereunder, it shall be lawful for Mortgagee to (i) immediately sell the Mortgaged Property either in whole or in separate parcels, as prescribed by Illinois law, under the power of sale, which power is hereby granted to Mortgagee to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the Mortgaged Property or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition of which the loan hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay reasonable costs incurred in the management and operation of the premises, prior and coordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for, distributed and applied to such other items affecting the Mortgaged Property, as Mortgagee may in its reasonable discretion determine, and any surplus of the proceeds of such sale shall be paid to Mortgagor. In the event of a foreclosure of this Mortgage, the indebtedness secured hereby then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclosure one or more mortgages which may also secure said indebtedness secured hereby.

(20) Mortgagor as Purchaser. Mortgagee may bid and become the purchaser of all or any part of the Mortgaged Property at any foreclosure sale hereunder.

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(21) Other Remedies. Mortgagee may exercise any and all other rights, remedies and recourses granted under the loan instruments now or hereafter existing in equity or at law for the protection and preservation of the Mortgaged Property.

(22) Release of Mortgage. If Mortgagor shall pay the indebtedness secured hereby in full and perform faithfully each of the covenants and agreements herein contained, then, and only then, shall this Mortgage become null and void and shall be released in due form, at Mortgagor's expense; otherwise it shall remain in full force and effect. No release of this conveyance or the lien, security interest or assignment created and evidenced hereby, shall be valid unless executed by Mortgagee.

(23) Notice. Any notice that is required or permitted to be given to Mortgagor shall be deemed to be given if in writing, properly posted, addressed to Mortgagor at Mortgagor's business address as stated above, when deposited in the United States Postal Service, certified mail, return receipt requested and shall be deemed, for all purposes, to have been received by Mortgagor on that date which is five (5) days after such mailing.

(24) Subsequent Easements, Etc. The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract hereafter made, in violation of any provision of this Mortgage, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract.

(25) Partial Release and Additional Security. Any part of the Mortgaged Property may be released by the Mortgagee without affecting the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the indebtedness secured hereby or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any permitted junior lienholder; and this Mortgage, as well as any instrument given to secure any renewal or extension of the indebtedness secured hereby, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Property not expressly released until the obligations and indebtedness secured hereby are completely paid, performed and discharged.

(26) Waiver. To the extent that Mortgagor may lawfully do so, Mortgagor agrees that Mortgagor shall not assert and hereby expressly waives, any right under any statute or rule of law pertaining to the marshalling of assets, valuation and appraisement, the exemption of business or residential homestead, the administration of estates of decedents, dower and curtesy, the rights and remedies of sureties or other matter whatever to defeat, reduce or affect the right of Mortgagee, under the terms of this Mortgage, to sell the Mortgaged Property for the collection of the indebtedness secured hereby (without any prior or different resort for collection) or the right of Mortgagee, under the terms of this Mortgage, to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted).

(27) Subordinate Mortgages. Mortgagor will not, without the prior written consent of Mortgagee, which consent may be withheld, with or without cause, in Mortgagee's sole discretion, execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged

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Property (hereinafter called "Subordinate Mortgage"). Any such Subordinate Mortgage, if not previously consented to in writing by the Mortgagee, shall be void and of no force or effect. As a condition to its consent to the foregoing, Mortgagee may, at its option, increase the rate of interest payable on the Note to such market rate as Mortgagee may deem appropriate. In the event of consent by Mortgagee to the foregoing or in the event the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable by the provisions of any applicable law, Mortgagor will not execute or deliver any Subordinate Mortgage unless there shall have been delivered to Mortgagee not less than ten (10) days prior to the date thereof a copy thereof which shall contain express covenants to the effect:

(a) That the Subordinate Mortgage is in all respects unconditionally subject and subordinate to the lien, security interest and assignment evidenced by this Mortgage and each term and provision hereof;

(b) That if any action or proceeding shall be instituted to foreclose the Subordinate Mortgage, no tenant of any portion of the Mortgaged Property will be named as a party defendant, nor will any action be taken with respect to the Mortgaged Property which would terminate any occupancy or tenancy of the Mortgaged Property without the prior written consent of Mortgagee;

(c) That the Rents and Profits, if collected through a receiver or by the holder of the Subordinate Mortgage, shall be applied first to the obligations secured by this Mortgage, including principal and interest due and owing on or to become due and owing on the Note and the other indebtedness secured hereby and then to the payment of maintenance, operating charges, taxes, assessments and disbursements incurred in connection with the ownership, operation and maintenance of the Mortgaged Property; and

(d) That if any action or proceeding shall be brought to foreclose the Subordinate Mortgage, written notice, at least ten (10) business days prior to the commencement thereof, will be given to Mortgagee.

Mortgagee consents to the note and mortgage described on Exhibit "C" in the form as executed by Mortgagor.

(28) Payment of Prior Lien. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or encumbrance against or affecting the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges and encumbrances, irrespective of whether such liens, charges or encumbrances are released of record.

(29) Limitation on Interest. All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Mortgagee for the use, forbearance, or detention of the money to be loaned pursuant to the Note or otherwise or for the performance or payment of any covenant or obligation contained herein, exceed the maximum amount permissible under applicable law (state or federal). If from any circumstance whatsoever fulfillment of any provision hereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance Mortgagee shall ever receive anything of value as interest, or deemed interest under applicable law, under such Note or this

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Mortgage or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Note or on account of the other indebtedness secured hereby and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Note and such other indebtedness, such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the indebtedness secured hereby shall, to the extent permitted by applicable law, be amortized, pro-rated, allocated and/or spread throughout the full term of such indebtedness until payment in full to the end that the rate of interest on account of such indebtedness never exceeds the maximum lawful rate at any time in effect and applicable to such indebtedness. The terms and provisions of this paragraph (30) shall control and supersede every other provision of all agreements between Mortgagor and Mortgagee.

(30) No Waiver and Severability. No waiver of any default on the part of Mortgagor or breach of any of the provisions of this Mortgage or of any other instrument executed in connection with the indebtedness secured hereby shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective while this Mortgage is in effect, the legality, validity and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. If any of the liens, security interests or assignment of rents created by this Mortgage shall be invalid or unenforceable, the unsecured portion of the indebtedness secured hereby shall be completely paid prior to the payment of the remaining and secured portion of such indebtedness and all payments made on account of such indebtedness shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of such indebtedness.

(31) Security Agreement and Financing Statement. With respect to any portion of the Mortgaged Property which constitutes personal property or fixtures governed by the Uniform Commercial Code of the State of Illinois (hereinafter called the "Code"), this Mortgage shall constitute a security agreement between Mortgagor, as the Debtor, and Mortgagee, as the Secured Party, and Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Property. Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the Code. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagor hereby authorizes Mortgagee to execute and file, without Mortgagor's joinder, any and all financing statements or continuation statements necessary or desirable to perfect or maintain the validity and priority of Mortgagee's security interest. Mortgagee may exercise any or all of the remedies of a secured party available to it under the Code with respect to such property, and it is expressly agreed that if upon default Mortgagee should proceed to dispose of such property in accordance with the provisions of the Code, ten (10) days' notice by

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Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Mortgagee may at its option dispose of such property in accordance with Mortgagee's rights and remedies with respect to the real property pursuant to the provisions of this Mortgage, in lieu of proceeding under the Code.

Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity or, corporate structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any Mortgaged Property described or referred to herein.

Some of the items of Mortgaged Property described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that, as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated above. The mailing address of the Mortgagor, as debtor, is as stated above.

(32) Other Rights and Remedies. In addition to all other rights and remedies Mortgagee possesses under this Mortgage in the event of a default by Mortgagor under this Mortgage, Mortgagee may exercise of all Mortgagor's rights, powers, privileges, options and other benefits Mortgagor has in, to and under any and all permits, licenses, approvals, franchises, certificates, maintenance contracts, service agreements, rental agreements, management, professional and administrative contracts, and leasing and rental contracts relating to or applicable to or used in connection with the Mortgaged Property. To this end, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as Mortgagor's true and lawful agent and attorney-in-fact, coupled with an interest, with full power of substitution, to demand, receive and enforce Mortgagor's rights thereunder, to give appropriate receipts, releases and satisfactions for and on behalf of Mortgagor and to do any and all acts in the name, place and stead of Mortgagor, with the same force and effect as Mortgagor could do. Mortgagee shall incur no liability if any action so taken by it or on its behalf shall prove to be inadequate or invalid. Mortgagor agrees to punctually perform and observe all of the terms, conditions and requirements to be performed and observed by Mortgagor under the above-described items, and until a default by Mortgagor under this Mortgage, Mortgagor shall be entitled to the benefits of the above-described items; provided, however, Mortgagor shall not cancel, alter or amend the terms of any of the above-described items or do or permit to be done any act which would impair the above-described items without the prior written consent of Mortgagee.

(33) Remedies Cumulative. In addition to and notwithstanding and without modifying the other remedies provided herein and without limiting the rights of the Mortgagee to exercise such remedies, the Mortgagee is given the additional right to enforce the covenants, agreements, and obligations of the Mortgagor hereunder, by the securing of equitable remedies, including that of temporary and permanent injunction and specific performance, without the necessity of the Mortgagee filing any bond or other security which would otherwise be required by the statutes of the State of Illinois or the Illinois Rules of Civil Procedure, as amended, in seeking such equitable remedies, the requirement for filing of any such bond or other security being hereby expressly waived.

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(34) Successors and Assigns. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural and the singular, and the use of any gender shall be applicable to all genders. The term "Mortgagor" shall include in their individual capacities and jointly, all parties hereinabove named a Mortgagor. The term "Mortgagee" shall include any lawful owner, holder, pledgee or assignee of any indebtedness secured hereby. The duties, covenants, conditions, obligations and warranties of Mortgagor in this Mortgage shall be joint and several obligations of Mortgagor and each Mortgagor, if more than one, and Mortgagor's heirs, personal representatives, successors and assigns. Each party who executes this Mortgage (other than Mortgagee), and each subsequent owner of the Mortgaged Property, or any part thereof, covenants and agrees that it will perform, or cause to be performed, each condition, term, provision, and covenant of this Mortgage.

(35) Financial Statements. Mortgagor shall deliver to Mortgagee, within ninety (90) days after the close of each calendar year (or fiscal year, if other than a calendar year), a then current, certified rent roll of the tenant leases of the Mortgaged Property in form and content satisfactory to Mortgagee, then current annual statements, in form and content satisfactory to Mortgagee, itemizing the income and expenses of the Mortgaged Property together with financial statements of Beneficial Owner (as hereinafter defined) certified by one of its general partners all in form and detail satisfactory to Mortgagee. Credit reports on Mortgagor and on the guarantors, if any, of all or any part of the indebtedness secured by this Mortgage shall be required annually during the term of the Note. The cost and expense of such reports shall be borne solely and exclusively by Mortgagor and any guarantor. Mortgagor consents to the delivery by the Mortgagee to any purchaser or prospective purchaser of all or part of this Mortgage of (i) such information as the Mortgagee receives pursuant to the provisions of this Mortgage and (ii) such other information as the Mortgagee may have in its possession with respect to (a) the indebtedness secured by this Mortgage and the documents relating thereto and (b) the Mortgaged Property. At the request of Mortgagee, Mortgagor will furnish convenient facilities for the audit and verification of any such statements and reports.

(36) Notice of Litigation. Mortgagor and the beneficial owner of the Trust Agreement consent and agree that either or both of them shall give notice to the Mortgagee of any litigation affecting the Mortgaged Property, and any litigation in which the beneficial owner of the Trust Agreement, any general partner of such beneficial owner, or any guarantor of the indebtedness secured hereby, becomes involved in and will continue to thereafter provide to Mortgagee periodic statements of the status and progress of such litigation as may be requested by Mortgagee.

(37) Change of Zoning. Mortgagor covenants and agrees not to request or consent to any change in the present zoning of or restrictive covenants affecting the Mortgaged Property without the prior written consent of the Mortgagee.

(38) Amendments. No amendment, modification or cancellation of this Mortgage shall be valid unless in writing and signed by the party against whom enforcement is sought.

(39) Compliance with Laws. The Mortgaged Property, and the use thereof by Mortgagor shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Mortgagor, Mortgaged Property, and its use, and Mortgagor shall

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pay all fees or charges of any kind in connection therewith. Mortgagor will not use or occupy or allow the use or occupancy of the Mortgaged Property in any manner which violates any applicable law, rule, regulation or order or which constitutes a public or private nuisance or which makes void, voidable or cancellable any insurance then in force with respect thereto.

(40) Hold Harmless. Mortgagor will defend, at its own cost and expense, and hold Mortgagee harmless from, any proceeding or claim affecting the Mortgaged Property except where directly caused by the gross negligence or willful misconduct of Mortgagee. All costs and expenses incurred by Mortgagee in protecting its interests hereunder, including all court costs and reasonable attorneys fees, shall be born by Mortgagor.

(41) Further Assurances. Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of any of the loan instruments and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

(42) Consent. Unless expressly stated otherwise herein, in any instance hereunder where Mortgagee's approval or consent is required or the exercise of Mortgagee's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Mortgagee and Mortgagor shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner regardless of the reasonableness of either the request or Mortgagee's judgment.

(43) No Partnership. Nothing contained herein is intended to create any partnership, joint venture or association between Mortgagor and Mortgagee, or in any way make Mortgagee a coprincipal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

(44) No Pledge or Change of Partnership Interest. The general partners of the beneficial owner of the Trust Agreement shall neither pledge nor assign any of their partnership interest in Mortgagor and no general partner shall withdraw from or be admitted into the beneficial owner of the Trust Agreement without the prior written consent of Mortgagee, which consent may be withheld, with or without cause, in Mortgagee's sole discretion.

(45) Notices by Governmental Authority, Fire and Casualty Losses, Etc. Mortgagor shall timely comply with and promptly furnish to Mortgagee true and complete copies of any official notice or claim by any governmental authority pertaining to the Mortgaged Property. Mortgagor shall promptly notify Mortgagee of any fire or other casualty or any notice or taking of eminent domain action or proceeding affecting the Mortgaged Property.

(46) Trade Names. At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the trade names under which Mortgagor intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business under no other trade names with respect to the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in said trade names, and will, upon request of Mortgagee, execute any additional financing statements and other certificates required to reflect the change in trade names and will execute and file any assumed name certificate required by applicable laws.

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(47) Recording and Filing. Mortgagor will cause the Loan Instruments and all amendments, supplements and extensions thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, rerecording and refiling fees, title insurance premiums, and other charges.

(48) Headings. The Article, Paragraph and Subparagraph headings hereof are inserted for convenience of reference only and shall not alter, define, or be used in construing the text of such Articles, Paragraphs or Subparagraphs.

(49) Governing Law. This Mortgage shall be governed by and construed under the laws of the State of Illinois, except to the extent any law, rule or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.

(50) Mineral Rights: Subject to existing rights or other parties holding mineral interests, without written consent of Mortgagee there shall be no drilling or exploring for, or extraction, removal or production of minerals from the surface or subsurface of the Mortgaged Property. The term "minerals" as used herein shall include, without limiting the generality of such term, oil, gas, casinghead gas, coal, lignite hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

(51) Copies. Mortgagor acknowledges receipt of a true and correct copy of this Mortgage.

(52) Homestead; Redemption. Mortgagor and the beneficial owner of the Trust Agreement hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. Mortgagor represents that it has been authorized to, and Mortgagor does hereby, waive (to the full extent permitted under Illinois law) any and all statutory or equitable rights of redemption from sale by advertisement of sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof.

(53) Notwithstanding anything to the contrary herein contained or contained in any of the Loan Documents, the liability of the Mortgagor hereunder, the beneficial owner (the "Beneficial Owner") under the Trust Agreement of which the Mortgagor is Trustee as aforesaid and the partners of the Beneficial Owner shall be limited to the Mortgaged Property and the lien of any judgment shall be restricted thereto and shall not extend to the Mortgagor or the Beneficial Owner or the partners of the Beneficial Owner, the Mortgagee waiving any right it may have to claim a deficiency judgment against the Mortgagor or Beneficial Owner or partners of the Beneficial Owner; provided, however, that the Beneficial Owner and general partners of the Beneficial Owner shall not be exonerated or exculpated for any loss and/or deficiency suffered or sustained by the Mortgagee as a result of any fraud perpetrated by the Beneficial Owner or any general partner of the Beneficial Owner against Mortgagee with respect to the loan evidenced by the Note nor shall any partner of the Beneficial Owner or any owner of any stock in any general partner of the Beneficial Owner be exculpated, exonerated or discharged under any guaranty of all or any part of the loan evidenced by the Note except as may be expressly provided in any such guaranty. Except as the Mortgagee's rights and remedies are expressly limited hereinabove, nothing in this paragraph shall release or impair, operate to release or impair, or be deemed to be a release or impairment of the indebtedness evidenced by the Note, the obligations of the guarantor under any guaranty, or the

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lien of this Mortgage upon the Mortgaged Property in case of any default under the Note or under any of the other Loan Documents, or from enforcing any of the Mortgagee's rights or remedies under the Note, any guaranty, this Mortgage or under any of the other Loan Documents and/or against any collateral under the Loan Documents securing the Mortgagor's obligations hereunder or thereunder, at law or in equity.

(54) No Merger. Notwithstanding any applicable law or court decision to the contrary, Mortgagor agrees with Mortgagee that any mortgages given by Mortgagor to Mortgagee securing, in part, any indebtedness owing by Mortgagor to Mortgagee, and constituting liens upon the Mortgaged Property, shall be considered and construed for all purposes as separate and distinct mortgages, even if held by the same mortgagee, and there shall be no, nor shall there be considered or construed to be any, merger, joinder, consolidation or otherwise of any such mortgage with any other such mortgages.

(55) Cross-Default. This Mortgage and the Note are cross-defaulted with that certain note and mortgage as more fully described on Exhibit "C", attached hereto and made a part hereof. Any default under the Note or under this Mortgage shall be deemed to be a default under the note and mortgage described on Exhibit "C" and, likewise, any default under the note or under the mortgage described on Exhibit "C" shall be deemed to be a default under the Note and this Mortgage.

(56) Use of Insurance Proceeds. Notwithstanding anything herein to the contrary, Mortgagee agrees that (provided Mortgagor is not then in default hereunder or under the Note or any other Loan Document (as defined in the Note) and provided further that no act, event or condition has occurred and is then continuing that with the giving of notice or the passage of time or both would constitute a default hereunder or under the Note or under any other Loan Document (as defined in the Note), in the event of loss, damage or destruction caused by a casualty to (a) less than fifty (50%) of the buildings on the Mortgaged Property or (b) less than fifty percent (50%) in value of the buildings on the Mortgaged Property, determined in Mortgagee's discretion, then Mortgagee will make available the proceeds of insurance received by it for purposes of restoration or repair of the damaged portions of the Mortgaged Property on the following terms and conditions:

(i) Prior to commencement of restoration or repair, Mortgagor delivers to Mortgagee for its approval, all contracts, contractors, and plans and specifications for the restoration and repair, and evidence satisfactory to Mortgagee that all governmental entities have approved the same and all permits have been issued, and Mortgagee shall be provided with a surety bond or a construction contract with a guaranteed maximum price by a reputable construction company acceptable to Mortgagee insuring satisfactory completion of the restoration, such insurance and bond to be in form acceptable to Mortgagee;

(ii) At the time of any disbursement, Mortgagor shall not be in default hereunder and no act, event or condition has occurred or is then continuing that with the giving of notice or the passage of time, or both, would constitute a default hereunder, no mechanic's or materialmen's liens shall have been filed and remain undischarged (or unbonded if contested in good faith) and a satisfactory bringdown of title insurance shall be delivered to Mortgagee;

(iii) Disbursements shall be made from time to time in an amount not exceeding the cost of work completed

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since the last disbursement, upon approval by Mortgagee's engineer or inspector and receipt of satisfactory evidence of the stage of completion and of performance of the work in good and workmanlike manner in accordance with the contracts, plans and specifications, and receipt of waivers of liens from all contractors, subcontractors, laborers, materialmen and suppliers;

(iv) Mortgagee may retain ten (10%) percent of the restoration fund until the restoration is fully completed and upon full completion, all funds in escrow, including any interest thereon, shall be paid to Mortgagor;

(v) The restoration fund shall be deposited in an interest bearing escrow account with Mortgagee; and

(vi) Such restoration and repair and the disbursement of the restoration fund shall be otherwise effected in accordance with the construction loan escrow agreement of the title company insuring the lien of this Mortgage, such agreement to be mutually satisfactory to Mortgagor and Mortgagee.

Prior to the commencement of restoration and repair, or at any time thereafter, if the estimated cost of restoration and repair, as determined by Mortgagee, exceeds the amount of insurance proceeds paid on account of the cost of such restoration, the amount of such excess shall be paid by Mortgagor upon demand to Mortgagee to be added to the restoration fund. In no event shall Mortgagee be obligated to see to the application of any amounts paid over to or for the benefit of Mortgagor for such restoration and repair.

(57) Trustee's Exculpation. This Mortgage is executed by the American National Bank and Trust Company of Chicago, not individually but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the American National Bank and Trust Company of Chicago individually to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder (if any), or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder as to the Trustee aforesaid, and that so far as the American National Bank and Trust Company of Chicago individually is concerned, the legal holder or holders of the Note shall look solely to the premises conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note, provided.

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EXHIBIT A
LEGAL DESCRIPTION 6 0 4 3 2 9

PARCEL 1:

LOTS 1, 2, 8, 9, 10, 13, 19, 20, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 AND 33 IN PALATINE SQUARE, A PLANNED UNIT DEVELOPMENT PLAT OF PART OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JANUARY 20, 1978 AS DOCUMENT LR 2994959

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER LOTS 34 AND 35 AS CREATED BY DECLARATION OF EASEMENTS DATED JANUARY 20, 1978 FILED JANUARY 20, 1978 AS DOCUMENT LR 299-780 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT OVER THE NORTHWESTERLY 10 FEET OF THAT PART OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF AN EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES PER DOCUMENT NO. LR 2996793 WITH A LINE 50.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF RAND ROAD AS ESTABLISHED ON JANUARY 3, 1925; THENCE NORTH 49 DEGREES 20 MINUTES 03 SECONDS WEST ALONG SAID PARALLEL LINE, 350.24 FEET TO THE POINT OF INTERSECTION WITH THE LINE FORMING AN ANGLE OF 90 DEGREES 35 MINUTES 00 SECONDS WITH THE OLD CENTERLINE OF RAND ROAD (AS MEASURED FROM NORTH WEST TO SOUTH WEST) AND DRAWN THROUGH A POINT ON SAID OLD CENTERLINE, SAID POINT BEING 1107.20 FEET (AS MEASURED ALONG SAID OLD CENTERLINE) SOUTHEASTERLY OF THE NORTH LINE OF THE AFORESAID NORTH WEST 1/4; THENCE SOUTH 42 DEGREES 52 MINUTES 15 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 200.019 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 250.00 FEET (AS MEASURED PERPENDICULAR) SOUTHWESTERLY OF AND PARALLEL WITH THE AFORESAID CENTERLINE OF RAND ROAD AS ESTABLISHED IN JANUARY 3, 1925; THENCE SOUTH 46 DEGREES 20 MINUTES 15 SECONDS EAST, 147.117 FEET ALONG SAID PARALLEL LINE TO THE NORTHWESTERLY LINE OF SAID EASEMENT PER DOCUMENT NO. LR 2996793; THENCE NORTH 43 DEGREES 17 MINUTES 52 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 100.00 FEET TO PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, FOR THE INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT AND REMOVAL OF A STORM SEWER, MAINS, SERVICE LINES AND CONNECTION FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT DOCUMENT NO. LR 29976-6, ALL IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT OVER THE SOUTHEASTERLY 10 FEET OF THAT PART OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF AN

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EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES PER DOCUMENT NUMBER LR 2666783 WITH A LINE 50.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF RAND ROAD AS ESTABLISHED ON JANUARY 8, 1925; THENCE NORTH 46 DEGREES 20 MINUTES 08 SECONDS WEST ALONG SAID PARALLEL LINE, 350.974 FEET TO THE POINT OF INTERSECTION WITH A LINE FORMING AN ANGLE OF 90 DEGREES 33 MINUTES 00 SECONDS WITH THE OLD CENTERLINE OF RAND ROAD (AS MEASURED FROM NORTH WEST TO SOUTH WEST) AND DRAWN THROUGH A POINT ON SAID OLD CENTERLINE, SAID POINT BEING 1107.20 FEET (AS MEASURED ALONG SAID OLD CENTERLINE) SOUTHEASTERLY OF THE NORTH LINE OF THE AFORESAID NORTH WEST 1/4; THENCE SOUTH 42 DEGREES 52 MINUTES 15 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 200.019 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 130.00 FEET (AS MEASURED PERPENDICULAR) SOUTHWESTERLY OF AND PARALLEL WITH THE AFORESAID CENTERLINE OF RAND ROAD AS ESTABLISHED ON JANUARY 8, 1925; THENCE SOUTH 16 DEGREES 20 MINUTES 08 SECONDS EAST, 343.203 FEET ALONG SAID PARALLEL LINE TO THE NORTHWESTERLY LINE OF SAID EASEMENT PER DOCUMENT NO. LR 2666783; THENCE NORTH 43 DEGREES 39 MINUTES 52 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 111.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, FOR THE INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT AND REMOVAL OF A STORM SEWER, MAINS, SERVICES LINES AND CONNECTIONS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT DOCUMENT NO. LR 2097446, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

| | | | |
|--------------------|-------------------|--------------------|------|
| 02-12-100-037-0000 | - 1 - <i>file</i> | 02-12-100-064-0000 | - 28 |
| 02-12-100-038-0000 | - 2 | 02-12-100-065-0000 | - 29 |
| 02-12-100-044-0000 | - <i>file 8</i> | 02-12-100-066-0000 | - 30 |
| 02-12-100-045-0000 | - 9 | 02-12-100-067-0000 | - 31 |
| 02-12-100-046-0000 | - 10 | 02-12-100-068-0000 | - 32 |
| 02-12-100-049-0000 | - 11 | 02-12-100-069-0000 | - 33 |
| 02-12-100-055-0000 | - 14 | | |
| 02-12-100-056-0000 | - 20 | | |
| 02-12-100-059-0000 | - 23 | | |
| 02-12-100-060-0000 | - 24 | | |
| 02-12-100-061-0000 | - 25 | | |
| 02-12-100-062-0000 | - 26 | | |
| 02-12-100-063-0000 | - 27 | | |

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1501-45 Winslow Drive, Palatine, Illinois

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EXHIBIT "B"

PERMITTED EXCEPTIONS

As per title policy insuring lien of this Mortgage.

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2025-01-01
12:00:00 AM

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EXHIBIT "C"

That certain Promissory Note in the original principal amount of \$340,000.00, secured, among other things, by a certain Second Mortgage on the Mortgaged Property, both of even date herewith, both executed by Mortgagor payable to, and for the benefit of, Mortgagee.

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EXECUTED this 30th day of March, 1987.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as Trustee under Trust Number 101137-02 by a trust agreement dated January 13, 1987

By: [Signature]
Its: [Signature]

[Corporate Seal]

ATTEST:

By: [Signature]
Its: [Signature]

WITNESSES:

(Name)

(Name)

State of Illinois)
County of Cook) SS:

I, Anne Refelson Halek, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that SUZANNE G. BAKER, a Second Vice-President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and Peter Johansen, a ASSISTANT SECRETARY thereof, personally known to me to be the same persons as such Second Vice-President and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and said ASSISTANT SECRETARY did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix said corporate seal of said Corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of MAR 30 1987, A.D. 1987.

Anne Refelson Halek
Notary Public

My Commission Expires:

March 6, 1990

1729, 10, 13
19, 20, 22, 24
25, 26, 27, 28
29, 30, 31, 32
33
2081988
260432

62C404329
Other duplicate Trust
MAR 30 1987
G#

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