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MORTGAGE,
ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT
BY AND BETWEEN

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
a national banking association organized under
the laws of the United States, not invidiously
but solely as trustee under Trust Number 100617-03

AND

ABG FINANCIAL SERVICES, INC.

Dated

June 1, 1987

OAKTON ARMS

THIS INSTRUMENT WAS PREPARED BY:

DAVID F. BELKOWITZ, ESQ.
HIRSCHLER, FLEISCHER, WEINBERG, COX & ALLEN
P.O. BOX 10
RICHMOND, VIRGINIA 23202

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Please return to: N. Lewis
Floor Title Insurance Company
69 West Washington Street
Chicago, IL 60602 Re: 24-14154-14

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11/2/2025

Property of Cook County Clerk's Office

11/2/2025

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MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "Mortgage") made and entered into this 1st day of June, 1987, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association organized under the laws of the United States (the "Borrower"), having its principal place of business at 33 North LaSalle Street, Chicago, Illinois 60602, not individually but solely as trustee under Trust Number 100617-03 and ABG FINANCIAL SERVICES, INC., a corporation organized and existing under the laws of the State of Maryland, and any successors thereof as the holder or holders of the Note, as hereinafter defined ("Holder").

RECITALS

WHEREAS, Borrower is the owner in fee simple of that certain tract of land located in Cook County, Illinois, as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Borrower is justly indebted to Holder for a loan made on the date hereof in the principal amount of SEVEN MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND and 00/100 DOLLARS (\$7,685,000.00), together with interest thereon (the "Mortgage Loan") as evidenced by a Mortgage Note of even date herewith (the "Note") which Note is identified as being secured hereby by a certificate thereon. The Note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced; and

WHEREAS, the Mortgage Loan was made to provide construction and permanent financing for the acquisition and construction of an elderly housing project located in Cook County, Illinois, and known as the Oakton Arms (the "Project") pursuant to a Coinsurance Loan Commitment between Holder and Oakton Arms, an Illinois limited partnership, dated April 27, 1987, as amended which commitment has been assigned to Borrower; and

WHEREAS, the Mortgage Loan is coinsured by the Federal Housing Administration ("FHA") of the Department of Housing and Urban Development ("HUD") under Section 221, pursuant to Section 244 of the National Housing Act, as amended (the "National Housing Act") and regulations thereunder (the "Coinsurance Regulations"), as evidenced by HUD's endorsement of the Note; and

WHEREAS, Borrower has executed this Mortgage as security for the Mortgage Loan, the payment of the Note when and as due, and

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for the performance of Borrower's obligations hereunder and under the Note.

NOW THEREFORE, THIS MORTGAGE WITNESSETH:

That, for good and valuable consideration, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Borrower for the better securing of the said principal amount of money and interest and the performance of the covenants and agreements herein contained, does by these presents convey and mortgage unto Holder its successors or assigns, all its right, title and interest in and to the land located in Cook County, Illinois, described in Exhibit A attached hereto and made a part hereof;

TOGETHER with all buildings, improvements, fixtures, machinery, equipment, building materials, furniture, furnishings and articles of personal property, of every kind and description now or hereafter owned by Borrower and located in or upon any interest or estate in land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land and improvements including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings;

TOGETHER with all easements, rights-of-way and rights used in connection therewith or as a means of access thereof, and all tenements, hereditaments and appurtenances thereof and thereto, all water rights and all right, title and interest of Borrower, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said land, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the said land and the improvements thereon;

TOGETHER with all the rents, issues and profits and insurance or condemnation proceeds which may arise or be had from any of the foregoing, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on said land which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are ever used or furnished in operating a building or the activities conducted therein, similar to the one

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herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner. Borrower agrees that, to the extent permitted by law, the foregoing property shall be deemed to be real estate and affixed to the realty;

TO HAVE TO HOLD the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim, and demand whatsoever, as well in law as in equity, of Borrower in and to the same, and every part thereof, with the appurtenances, and every part and parcel thereof unto Holder its successors and assigns, forever, for the purposes and uses herein set forth.

And Borrower hereby covenants with the Holder, that it is indefeasibly seized of said land in fee simple; that it has full power and lawful right to convey the same as aforesaid; that it shall be lawful for the Holder at all times peaceably and quietly to enter upon, hold, occupy, and enjoy said land, and every part thereof; that the land is and will remain free from all encumbrances; that Borrower will make such further assurances to prove the fee simple title to said land in said Holder as may be reasonably required; and Borrower does hereby fully warrant the title to said land, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and these presents are on this express condition, that if said Borrower, or its legal representatives shall well and truly pay unto Holder, its successors or assigns, the said sum of money mentioned in the Note secured hereby and any renewals or extensions thereof in whatever form, and the interest thereon as it shall become due, according to the true intent and meaning thereof together with all advances hereunder costs, charges, and expenses, including a reasonable attorney's fee, which the said Holder may incur or be put to in collecting the same by foreclosure, or otherwise, and shall perform all other covenants of this mortgage, that then these presents and the estate hereby granted shall cease, determine, and be absolutely null and void and Holder shall reconvey the Property to Borrower.

AND THIS MORTGAGE FURTHER WITNESSETH, that Borrower for itself, its successors and assigns, has covenanted and agreed and does hereby covenant and agree with the Holder of the Note, as follows.

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ARTICLE I

DEFINITIONS

Section 1.01 Defined Terms. Certain terms defined in the recitals hereto shall have the meaning specified therein and the following capitalized terms shall have the following meanings:

"Coinsurance Contract" means the agreement between ABG Financial Services, Inc. and HUD for coinsurance of the Mortgage Loan under Section 221, pursuant to Section 244 of the National Housing Act and the Coinsurance Regulations, created by HUD's endorsement of the Note.

"Holder" or "Holder of the Note" means ABG Financial Services, Inc. as payee of the Note so long as it shall own the same, and such other person, firm or corporation to whom the Note shall have been endorsed, pledged, transferred or assigned and by whom, as the lawful holder thereof, the Note is then held, subject, however, to the terms of any agreement for any such pledge, transfer or assignment.

"HUD Regulatory Agreement" means the agreement titled HUD Regulatory Agreement for Multifamily Housing Projects (Coinsured Under Section 221, pursuant to Section 244 of the National Housing Act) between ABG Financial Services, Inc. and Borrower with respect to the operation of the Trust Property.

"Indebtedness Hereby Secured" means, as of any particular time, the then unpaid balance of the principal sum of the Note together with interest thereon, all other payments due under the Note and hereunder (including any payments due under the HUD Regulatory Agreement), and such additional unrepaid sums as shall have been paid or advanced by or on behalf of Holder, on behalf of Borrower, pursuant to the Note or hereunder (including under the HUD Regulatory Agreement), or which shall otherwise be payable by Borrower to the Holder of the Note, with interest thereon, all as herein, in the Note, or the HUD Regulatory Agreement provided.

"Trust Property" means and shall include all such property of the Borrower as is defined in the granting clauses hereof, which shall be from time to time subject to the lien of this Mortgage or any security interest created pursuant to the provisions of this Mortgage.

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ARTICLE II

BORROWER'S REPRESENTATIONS AND WARRANTIES

Section 2.01 Due Authorization, Etc. Borrower represents and warrants that it has duly authorized, executed and delivered the Note and has duly authorized, executed, acknowledged and delivered this Mortgage to secure the repayment of the Indebtedness Hereby Secured, and to secure the performance of the covenants, agreements and conditions contained therein and herein.

Section 2.02 Validity of Instruments. Borrower represents and warrants that all things necessary to make the Note a valid, binding and legal obligation of Borrower, and to make this Mortgage valid, binding and legal instrument for the security of the Indebtedness Hereby Secured, in accordance with their respective terms, have been duly performed.

ARTICLE III

PAYMENT BY GRANTOR

Section 3.01 Covenant to Pay. Borrower hereby expressly covenants, promises and agrees that it will duly and punctually pay the Indebtedness Hereby Secured at the time and in the manner herein, or in the Note or in the HUD Regulatory Agreement provided, according to the true intent and meaning hereof and thereof. Any remittance by check or draft may be handled for collection in accordance with the practice of the collecting bank or banks, and any receipt issued therefor shall be ineffective until the amount due is actually received by the Holder of the Note.

Section 3.02 Limitation on Liability. The Note and this Mortgage are given under the condition, to which the Holder by acceptance of the Note agrees, that neither Borrower or its beneficiary or any partner of its beneficiary shall be personally liable either at law or in equity for the repayment of the Indebtedness Hereby Secured or the failure of performance of any other obligation evidenced by the Note or contained in this Mortgage, and the Holder, its successors and assigns, will satisfy any judgments, order or decrees on account of the failure to repay such Indebtedness Hereby Secured or the failure to perform any such obligation, from the Trust Property and any such other real or personal property, tangible or intangible, as Borrower shall have pledged or assigned to secure the Note, and the Holder shall not seek or obtain a deficiency judgment against Borrower or any officer or director of Borrower. This paragraph shall not be deemed to limit the remedies of the Holder, its successors or assigns, in law or in equity, pursuant to this Mortgage, provided that the exercise of any such remedies, including the obtaining

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of any judgments or decrees at law or in equity or other orders shall not impose any personal liability on Borrower, its beneficiary or any partner of its beneficiary not permitted in the first sentence of this paragraph, including, without limitation, the expenditure of any sums required to comply with such judgments, decrees or other orders. The provisions of this paragraph shall not impair any rights or remedies of Holder or limit any obligations of Borrower under the HUD Regulatory Agreement (including with respect thereto, the rights of HUD).

ARTICLE IV

PARTICULAR COVENANTS

Section 4.01 Title to Property and Authority to Convey. Borrower covenants that, at the time of the execution and delivery of this Mortgage, it is the absolute and lawful owner of the legal and beneficial title to, and is lawfully seized and possessed of, and has good title to all of the property described in the granting clauses of this Mortgage as being presently bargained, sold, granted and conveyed hereunder, and good right and lawful authority to bargain, sell, grant and convey the same as provided in this Mortgage, in fee simple as to all real property, and that said property is free and clear of all encumbrances except for those encumbrances approved by Holder as specified in Exhibit B attached hereto and made a part hereof. Borrower hereby covenants and agrees that ~~it will warrant specially,~~ and will defend the title of such property, and every part thereof, unto Holder its assigns, against all claims and demands by any person or persons claiming or to claim by, through or under Borrower, and will execute such further assurances thereof as may be requisite.

Section 4.02 Recordation and Filings. At any and all times Borrower will do, prepare, execute, acknowledge, deliver, file and record and will cause to be done, prepared, executed, acknowledged, delivered, filed and recorded all and every such actions, deeds, indentures, conveyances, transfers, assignments, instruments, financing statements under the Uniform Commercial Code and assurances in law as Holder shall reasonably require for the better assuring, conveying, transferring, assigning and confirming unto Holder all and singular hereditaments and premises, estates and property, real and personal, hereby granted, conveyed or transferred, or intended to be; and Borrower will bear all expenses, charges and taxes in connection therewith. Borrower shall take all actions necessary to perfect and maintain the priority and validity of Holder's interests in the Trust Property as a first and paramount lien and charge against the rights, claims and interests of all other persons and parties.

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Section 4.03 Use or Alteration of the Project. Borrower covenants that it will not permit or suffer the use of the Project, the Trust Property or any portion thereof for any purpose other than for a multifamily rental housing project and as is further provided in the HUD Regulatory Agreement, nor permit any alterations of or additions to the buildings or improvements now existing or hereafter constructed with respect to the Project without the written consent of the Holder of the Note.

Section 4.04 HUD Regulatory Agreement. Borrower agrees that the HUD Regulatory Agreement shall be recorded simultaneously herewith, and is incorporated in and hereby made a part of this Mortgage. Upon default under the HUD Regulatory Agreement and with the prior written approval of HUD, as long as the Coinsurance Contract is in effect, Holder may declare such default to be an Event of Default under this Mortgage as provided in Article VI hereof and may proceed as provided in Article VI hereof.

Section 4.05 Aggregate Monthly Payments. In order more fully to protect the security of this Mortgage, Borrower, together with and in addition to the first month's payment of interest only and the monthly payments of principal and interest under the terms of the Note, beginning on the first day of the first month after the date hereof and monthly thereafter until the Note is fully paid, will pay to Holder the following sums:

(i) So long as the Mortgage Loan is coinsured under the provisions of the National Housing Act and the Coinsurance Regulations, an amount sufficient to accumulate in the hands of Holder one month prior to the due date (A) the annual mortgage insurance premium payable to HUD and Holder aggregating 0.50%, and (B) the annual premium payable to Holder of 0.25%, each calculated on the average daily principal balance of the Mortgage Loan scheduled to be outstanding during the year covered thereby (without taking into account delinquent payments or repayments).

(ii) A sum equal to the ground rents, if any, within one (1) month prior to the due date for such payment, plus the premiums next due on all required insurance policies, plus sewer and water rates, taxes and special assessments next due on the Trust Property (all as estimated by the Holder), less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, water rates, taxes and assessments will become delinquent, such sums to be held by Holder in trust to pay said ground rents, premiums, sewer and water rates, taxes and special assessments.

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(iii) All payments mentioned in the two preceding clauses and all other payments to be made under the Note shall be added together and the aggregate amount shall be paid each month in a single payment to be applied by Holder in the following order:

- (A) amounts payable under clause (i) above;
- (B) amounts payable under clause (ii) above;
- (C) interest on the Note; and
- (D) amortization of the principal sum of the Note.

Section 4.06 Treatment of Accumulations of Monthly Payments.

(a) Borrower agrees that the Holder is not obligated to deposit the funds accumulated and held by Holder pursuant to Section 4.05(i) and (ii) hereof in an interest bearing account. However, if Holder elects to deposit such funds in an interest bearing account, any interest earned, less reasonable fees of Holder for administering funds, shall be credited to the account of Borrower.

(b) Any excess funds paid by Borrower pursuant to Section 4.05(i) and (ii) remaining after payment of the items therein provided on an annual basis, shall be credited to subsequent monthly payments of the same nature; but if any such item shall exceed the estimate therefor Borrower shall without demand forthwith make good the deficiency. In the event the Indebtedness Hereby Secured is paid in full by Borrower, accumulations under Section 4.05 not required to meet obligations due for which the payments were collected shall be refunded to Borrower. If the Trust Property is sold through foreclosure or is acquired by Holder after default, any then remaining balance of the accumulations under Section 4.05 hereof shall be credited against the Indebtedness Hereby Secured.

Section 4.07 Payment of Impositions. Borrower will pay all ground rents, if any, taxes, special assessments, sewer and water rates and other governmental or municipal charges or impositions, to the extent provision therefor has not been made by monthly payments as hereinabove provided, before the same become delinquent or subject to interest or penalties, and in default therefor Holder may pay the same. All such sums paid by Holder plus any sums which Holder has advanced to pay mortgage insurance premiums or other insurance premiums not paid for by monthly payments hereunder or otherwise paid by Borrower shall be added to the Indebtedness Hereby Secured, shall bear interest at the Mortgage Loan rate specified in the Note from the date of the advance and shall be due and payable to Holder upon demand.

After the termination of the Coinsurance Contract, in the event of the passage after the date of this Mortgage of any law of the State, deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for State or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage, the Note or the debt which it secures, the Holder shall have the right to declare the principal sum and the interest due on a date to be specified by not less than 30 days written notice to be given to Borrower by Holder; provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if Borrower, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the premises, and such agreement shall constitute a modification of this Mortgage.

Section 4.08 Permitted Contests. Borrower may in good faith contest, by proper legal proceedings, the validity or amount of any tax, special assessment or other charge or imposition which Borrower has agreed to pay pursuant to the provisions of Section 4.07 hereof and may delay payment or discharge thereof during the period in which the same is being contested; provided, however, that if payment is delayed: (i) such proceedings shall suspend the collection thereof from Borrower, Holder, or either of them, and from the Trust Property, (ii) in any such event Borrower shall deposit with Holder, as security for the payment or discharge of such contested item, an amount equal thereto plus interest, penalties, and costs, and (iii) such contested item and all costs and penalties, if any, shall have been paid at least 60 days before the date on which the Trust Property, or any portion thereof, may be sold in order to satisfy any such contested item.

Section 4.09 Insurance. Borrower will at all times keep the Trust Property insured against loss by fire and such other hazards, including loss of rental income, in the amount required under the Loan Commitment, as required under the Loan Commitment, and in such amounts as may reasonably be required from time to time by Holder, and all such insurance shall be carried in such companies and be for such periods as may reasonably be required by Holder, and shall be in an amount which will comply with the Coinsurance Regulations but, as to losses other than loss of rental income, not less than the greatest of (i) 80% of the actual cash value of the Trust Property, (ii) the unpaid principal amount of the Mortgage Loan, and (iii) such amount as will avoid treatment of Borrower as a coinsurer with the issuer of the policy. Borrower will at all times keep and maintain public liability and property damage insurance covering injury and damage to persons and property with limits reasonably satisfactory to Holder. All such policies as aforesaid shall be in standard form and endorsed with standard mortgagee clauses with loss payable

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to Holder and the Secretary of HUD, as their interests may appear, and shall contain a clause providing that the policy may not be cancelled without 30 days' prior written notice to Holder. Borrower shall deliver all such policies evidencing the insurance required hereunder to Holder, and will likewise deliver renewals of such policies not less than 30 days in advance of the expiration of same, stamped "paid" by the issuer thereof. The carriers providing the insurance shall be chosen by Borrower subject to approval by Holder; provided that such approval shall not be unreasonably withheld.

Section 4.10 Maintenance and Repairs. Borrower shall keep the Trust Property in good condition and repair, and will not permit or suffer any waste of the Trust Property. Borrower will at its sole cost and expense promptly and in good workmanlike manner make all needful and proper renewals, replacements and repairs to the Trust Property, including alterations and repairs as may be required by laws, ordinances and regulations necessary to insure that the value of the Trust Property as security shall not be impaired.

After the termination of the Coinsurance Contract, in the event the Trust Property suffers an uninsured loss, Borrower shall use its own funds to repair and restore the Trust Property. If, in any such event, Borrower fails to make such repairs or restoration, Holder may advance sums necessary to complete such repair and restoration. Any such advance by Holder shall become part of the Indebtedness Hereby Secured, shall bear interest at the Mortgage Loan rate specified in the Note from the date of the advance and shall be due and payable to Holder upon demand.

Section 4.11 Indemnification by Borrower. Borrower will protect, indemnify and save harmless Holder and the Secretary of HUD from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against any such indemnitee by reason of (i) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Trust Property or the adjoining sidewalks, curbs, streets or ways, (ii) any use, nonuse or condition of any of the Trust Property or the adjoining sidewalks, curbs, streets or ways, (iii) any failure on the part of Borrower to perform or comply with any of the terms of this Mortgage, or (iv) performance of any labor or services or the furnishing of any materials or other property in respect of any portion of the Trust Property. In case any action, suit or proceeding is brought against any such indemnitee by reason of any such occurrence, Borrower, upon the request of any such indemnitee, will at Borrower's expense resist and defend such action, suit or proceeding or will cause the same to be resisted and defended by counsel designated by and approved by any such indemnitee, provided that such approval shall not be required in the case of defense by counsel designated by any insurance

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company undertaking such defense pursuant to any applicable policy of insurance.

Section 4.12 Permitted Liens. Borrower will not create or permit a lien to exist against the Trust Property inferior or superior to the lien of this Mortgage, other than liens for real estate taxes and assessments not yet due and payable, and inferior liens for which the prior written consent of Holder has been obtained in accordance with the Coinsurance Regulations.

Section 4.13 Assignment of Rents and Leases. To further secure the obligations of Borrower under the Note and this Mortgage, as collateral security therefor, Borrower hereby assigns to Holder all rents which will derive from the Trust Property and also all leases which are in force on the date hereof, or which may be hereafter entered into with respect to the premises or portions thereof at any time while any of the Indebtedness Hereby Secured remains outstanding and unpaid; provided, however, that all such rents, and all rents, profits and payments due the lessor under such leases shall be payable to Borrower and be its sole property until such time as an Event of Default as hereafter described shall occur and be continuing; provided, further, that no rent more than one month in advance plus a security deposit and cleaning deposit shall be collected or accepted without the prior written consent of Holder, and no rent shall be collected or accepted in violation of any law, ordinance, rule, regulation or order. Borrower agrees that said assignment of rents and leases is an essential consideration for the making of the Mortgage Loan by Holder. Borrower agrees that it will faithfully perform and comply with all terms, conditions and covenants of any leases covering any part of the Trust Property.

Section 4.14 Improvements. Borrower agrees that the improvements about to be made to the Trust Property and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the applicable fire rating or inspection organization, bureau, association or office.

Section 4.15 Costs, Charges and Expenses. Borrower agrees to pay all and singular the costs, charges and expenses, including reasonable attorney's fees and costs of abstracts of title, incurred or paid at any time by the Holder because of the failure on the part of the Borrower promptly and fully to perform the agreements and covenants of the Note and this Mortgage, and said costs, charges, and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

Section 4.16 Notice. Borrower agrees to give immediate notice, pursuant to Section 7.03, to the Holder, of any fire damage or other casualty to the premises, or of any conveyance, transfer or change of ownership of the premises.

ARTICLE V

CASUALTY AND CONDEMNATION; CERTAIN PREPAYMENTS

Section 5.01 Casualty. If the Trust Property, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the Indebtedness Hereby Secured then remaining unpaid, be paid to Holder, and at Holder's election, may be applied to reduction of the Indebtedness Hereby Secured, without prepayment premium or penalty, as set forth in Section 5.03 hereof or released for the repair or restoration of the Trust Property to substantially the same condition as existed before the casualty. Any funds to be released by Holder for repair or restoration of the Trust Property shall be advanced to Borrower in such incremental amounts and upon receipt by Holder of such certifications from Borrower as Holder shall require. All such amounts together with amounts, if any, earned thereon pending the decision whether to repair and restore are herein referred to as the "Insurance Fund".

Section 5.02 Condemnation; Application of Proceeds. (a) Borrower agrees that if the Trust Property, or any part thereof, is condemned under any power of eminent domain or acquired for any public use or quasi-public use, the awards for compensation for such acquisition to the extent of the full amount of Indebtedness Hereby Secured remaining unpaid are hereby assigned by Borrower to Holder and shall be paid forthwith to Holder, to be applied by it on account of the Indebtedness Hereby Secured as set forth in Section 5.03 hereof. In case of any partial condemnation, Holder may in its sole discretion elect to release a portion of the proceeds to Borrower for repairs and restoration of the Trust Property. Any funds to be released by Holder for repair or restoration of the Trust Property shall be advanced to Borrower in such incremental amounts and upon receipt by Holder of such certifications from Borrower as Holder shall require. All such amounts together with amounts, if any, earned thereon pending the decision whether to repair and restore are herein referred to as the "Condemnation Fund".

(b) Borrower agrees that all awards of compensation in connection with condemnation for public use of or a taking of any of that property, shall be paid to the Holder to be applied to the amount due under the Note secured hereby in (1) amounts equal to the next maturing installment or installments of principal and (2) with any balance to be credited to the next payment due under the Note. That all awards of damages in connection with any condemnation for public use of or injury to any residue of the Trust Property, shall be paid to the Holder to be applied to a fund held for and on behalf of the Borrower which fund shall, at the option of the Holder, and with the prior approval of the Secretary of Housing and Urban Development,

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either be applied to the amount due under the Note as specified in the preceding paragraph, or be disbursed for the restoration or repair of the damaged residue. No amount applied to the reduction of the principal amount due in accordance with (a) shall be considered an optional prepayment as the term is used in this mortgage and the Note secured hereby, nor relieve the Borrower from making regular monthly payments commencing on the first day of the first month following the date of receipt of the award. The Holder is hereby authorized in the name of the Borrower to execute and deliver valid acquittances for such awards and to appeal from such awards.

Section 5.03 Prepayment from Amounts in the Insurance or Condemnation Funds. Upon any election by Holder to apply amounts referred to in Section 5.01 hereof to a reduction of the Indebtedness Hereby Secured, upon any total condemnation referred to in Section 5.02 hereof and, in the event of any partial condemnation referred to in said Section 5.02, upon determination by Holder of the portion, if any, of amounts referred to in said Section 5.02 which is not to be released for repairs and restoration of the Trust Property, Holder shall promptly give notice to Borrower that the Indebtedness Hereby Secured, or so much of the principal thereof as can be paid from the Insurance or Construction Fund must be prepaid as hereinafter set forth. The effective date of such prepayment in case of any such notice which has been given prior to the 25th day of any month shall be the 16th day of the next following month or in case of any such notice given on or after the 25th day of any month the 16th day of the second following month. If the entire amount of the Indebtedness Hereby Secured will be discharged by virtue of such prepayment, Borrower shall deposit moneys sufficient to pay all interest which will accrue on the amount being prepaid through the effective date of the prepayment not less than 20 days prior to the effective date of such prepayment. On the applicable effective date the Indebtedness Hereby Secured shall be deemed prepaid to the extent hereinafter provided. If after giving effect to such prepayment, the entire amount of the Indebtedness Hereby Secured has not been discharged, the amount of the applicable Fund shall be deemed to have been applied first to the accrued and unpaid interest on the amount prepaid through the effective date and then to the prepayment of the principal balance of the Mortgage Loan. In the event of any partial prepayment of the principal balance of the Mortgage Loan pursuant to the provisions of this Section, an amount equal to (i) the amount of interest on the principal balance of the Mortgage Loan prepaid pursuant to the provisions of this Section from the first day of the month in which the effective date occurs to the effective date, plus (ii) the interest earned by Holder from investment of the Insurance or Condemnation Fund, as applicable, from the date of the initial notice of the prepayment by Holder to Borrower through the day immediately preceding the effective date of the prepayment, shall be credited to Borrower's next scheduled installment of principal and interest on the Mortgage Loan. Following any prepayment which discharges the entire amount of the Indebtedness Hereby

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Secured, Holder shall refund to Borrower the amount referred to in clause (ii) of the immediately preceding sentence.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.01 Events of Default. The occurrence of any one of the following events shall constitute an Event of Default:

(i) Any default in any payment on the Note, or as set forth in Section 4.05 hereof, or any renewal or extension thereof or of any note or notes hereafter given for interest covering any extension, with interest thereon from maturity of the same, when and as the same shall become due and payable, and if such default is not made good within 30 days;

(ii) Any default in payment, when due, of any tax, sewer or water rate or special assessment now or hereafter assessed against the Trust Property, or any part thereof, while this Mortgage exists; or any default in failing to maintain any insurance required hereunder while this Mortgage exists, or default in payment on demand of any sum or sums advanced by Holder Mortgage on account of any costs and expenses of this Mortgage, or on account of any such tax or special assessment, sewer and water rate or insurance, or expense of litigation, or on account of any lien on said land and premises prior in lien to this Mortgage, with interest thereon at the Mortgage Loan rate specified in the Note from date of advance, or upon default of any other payment provided for in this Mortgage, when and as due, and the continuation of any such default for a period of 30 days or more following written notice given to Borrower by Holder specifying the default, provided that a default in payment as provided in Section 4.05 hereof shall not require notice to Borrower, but shall be treated in accordance with clause (i), above;

(iii) Any default in the observance or performance of any other of the covenants or agreements contained herein or under the Note, if such default shall continue for 30 days after written notice given to Borrower by Holder specifying the default, provided, however, that if Borrower commences cure of such default within such 30 day period and pursues such cure with due diligence, then such 30 day period shall be extended to such period as may be required

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to cure such default while proceeding with due diligence, unless Holder shall determine in its sole discretion after such 30 day period, that such default then impairs, or is likely to impair, Borrower's ability to pay the amounts payable by Borrower hereunder or under the Note or that the default is likely to materially impair the security of Holder in the Trust Property;

(iv) After the termination of the Coinsurance Contract, Borrower having filed a voluntary petition or having been adjudicated a bankrupt or insolvent after the filing of a voluntary petition, or having filed any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower or of all or any part of its properties or assets, or making any general assignment for the benefit of creditors, or admitting in writing its inability to pay its debts generally as they become due;

(v) After the termination of the Coinsurance Contract, a court of competent jurisdiction having entered an order, judgment or decree approving a petition filed against Borrower seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remaining unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Borrower or of all or any part of its properties or assets, being appointed without the consent or acquiescence of Borrower and such appointment remaining unvacated and unstayed for an aggregate of 60 days (whether or not consecutive);

(vi) For the purposes of clauses (iv) and (v) above any reference to Borrower shall be deemed to separately apply to any general partner of Borrower's beneficiary;

(vii) After the termination of the Coinsurance Contract, final judgment for the payment of money in

excess of Ten Thousand Dollars having been rendered against Borrower and such judgment not being discharged or a stay of execution thereon or supersedeas not being procured within 30 days from the date of entry thereof in the amount of such judgment, or if thereafter such judgment remains unsatisfied for a period of 15 days after the termination of any such stay of execution thereon or supersedeas.

Section 6.02 Acceleration. If an Event of Default shall occur and be continuing, then, at the option of Holder, the entire Indebtedness Hereby Secured shall become due, payable and collectible at once and thereafter as Holder may elect, regardless of the date of maturity and without notice, and may be enforced and recovered at once.

Section 5.03 Remedies. If any Event of Default shall have occurred, Holder may elect to exercise or cause to be exercised any or all of the remedies provided for in this Mortgage and at law including without limitation, the following:

(i) Holder, either in person or by agent, shall take immediate possession of the Trust Property and receive and collect the rents, issues, and profits thereof, and if Borrower shall, after Event of Default and after demand for possession, remain in possession of the Trust Property, Borrower shall be a tenant at will thereof of Holder and shall at once surrender possession on demand of Holder, who may thereupon enter and take possession and collect the rents, issues, and profits of the Trust Property and apply them, less five percent thereof to be reserved for commission, in payment of the expenses incurred in obtaining possession, toward the repairs and insurance of the Trust Property, the payment of taxes and assessments thereon and other payments on account of the Indebtedness Hereby Secured. It is hereby covenanted, understood, and agreed that the assignment of said rents, and the collection and application of said rents as herein made and authorized, shall in no manner be taken or held to interfere with or abridge the power of sale and disposition granted to Holder hereunder for any of the defaults mentioned herein, nor shall the said assignment of rents and the collection and application of the same, as herein made and authorized, in any manner at law or in equity, discharge or relieve Borrower, its successors and assigns, from the full payment of the balance of the Indebtedness Hereby Secured in strict accordance with the terms hereof and of the Note.

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(ii) Holder may declare the said aggregate sum mentioned in the Note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby to be due and payable forthwith and the same shall be immediately due and payable or thereafter, at the option of Holder, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in the Note or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of Holder, without notice or demand, suit at law or in equity, may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Holder may foreclose this Mortgage, as to the amounts so declared due and payable, and the said premises shall be sold to satisfy and pay the same together with costs, expenses, and allowances; in case of partial foreclosure of this Mortgage, the mortgaged premises shall be sold subject to the continuing lien of this Mortgage for the amount of the debt not then due and unpaid. In such case, the provisions of this paragraph may again be availed of thereafter from time to time by the Holder.

(iii) In case of foreclosure of this Mortgage by Holder in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant, not to exceed in any case five per centum (5%) of the amount of the principal indebtedness found to be due, and for stenographers' fees of the complainant in such proceeding and costs of minutes of foreclosure, master's fees, and all other costs of suit, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, instituted by the Holder to enforce the provisions of this Mortgage or in case of any suit or legal proceeding wherein the Holder shall be made a party thereto by reason of this Mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Holder, so made parties for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this Mortgage, and all such expenses shall become so much additional indebtedness hereby secured and be allowed in any decree foreclosing this Mortgage. There shall be included in any decree foreclosing this Mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (A) All the costs of such suit or suits, advertising, sale, and

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conveyance, including attorneys', solicitors, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (B) all the moneys advanced by the Holder, if any, for any purpose authorized in the Mortgage, with interest on such advances at the rate specified in the Note, from the time such advances are made; (C) all the accrued interest remaining unpaid on the Indebtedness Hereby Secured; and (D) all the said principal money remaining unpaid. The over-plus of the proceeds of sale, if any, shall then be paid as the court may direct;

(iv) Holder is entitled as a matter of right, without notice to Borrower, without regard to the adequacy of the security and whether incidental to a proposed sale of the Trust Property, or otherwise, to the immediate appointment of a receiver of the Trust Property including the earnings, revenues, rents, issues, profits and other income thereof and therefrom, with all such powers as the court or courts making such appointment shall confer, and the earnings, revenues, rents, issues and profits and other income thereof or therefrom are hereby assigned to Holder as additional security under this Mortgage.

(v) In the case of any receivership, insolvency, bankruptcy, liquidation or other judicial proceeding relative to Borrower or affecting the Trust Property, Holder may pursue and perfect claims against the Trust Property arising under this Mortgage and the Note.

(vi) Holder may take such other and further actions as may be required or permitted, it being understood that no remedy under this Mortgage is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or as now or hereafter existing at law or in equity or by statute.

Section 6.04 Reinstatement. If after the occurrence of an Event of Default, Borrower cures the default prior to completion of foreclosure proceedings pursuant to Section 6.03 above, and Borrower pays to Holder and Trustee all expenses incurred by Holder in connection with the foreclosure proceedings, including, without limitation, all attorney's fees and expenses, advertising costs, auctioneer's commissions and payments or reimbursements made by Holder on account of the GNMA Security, the Mortgage Loan shall be reinstated as if an Event of Default had not occurred.

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Section 6.05 Waiver by Borrower. Borrower agrees, to the extent that it may lawfully so agree, that in the case of an Event of Default on its part, as aforesaid, neither Borrower nor anyone claiming through or under it shall, or will, set up, seek or claim to take advantage of any appointment, valuation, stay, extension or redemption laws now or hereafter in force in the locality where the Trust Property is situated, in order to prevent or hinder the enforcement of foreclosure of the Mortgage, or the absolute sale of the Trust Property, or the final or absolute putting into possession thereof, immediately after such sale, of the purchaser thereof, and Borrower, for itself and all who claim through or under it hereby waives, to the fullest extent that it may lawfully do so, the benefit of all such laws and any and all right to have the estate comprising the security intended to be created hereby marshalled upon any foreclosure of the lien hereof and agrees that Holder or any court having jurisdiction to foreclose such lien may sell the Trust Property as an entirety.

Section 6.06 No Waiver, Etc. (i) Any waiver of any Event of Default hereunder shall not extend to or affect any subsequent or other then existing Event of Default, nor shall it impair any rights or remedies relating to any such subsequent or other then existing Event of Default. No delay or omission of Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, or shall extend to any subsequent Event of Default and every power and remedy given by the Mortgage may be exercised, from time to time, and as often as may be deemed expedient by Holder.

(ii) No waiver of any covenant herein or in the Note shall at any time thereafter be held to be a waiver of the terms hereof or thereof.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01 Building Loan Agreement. The funds to be advanced under the Mortgage Loan are to be used in the construction of the Project on the Property, in accordance with a building loan agreement of even date herewith between Borrower and Holder (the "Building Loan Agreement") which Building Loan Agreement (except such part or parts thereof as may be inconsistent herewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage. If construction of the Project to be made pursuant to the Building Loan Agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Holder, after due notice to Borrower or any

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subsequent owner, is hereby vested with full and complete authority to enter upon the Property, employ watchmen to protect the Project from degradation or injury, and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of the Project, to make and enter into any contracts and obligations wherever necessary either in its own name or in the name or in the name of Borrower, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Holder (exclusive of advances of the principal of the Indebtedness Secured Hereby) shall be added to the principal of the Indebtedness Secured Hereby and shall be secured by this Mortgage and shall be due and payable on demand with interest at the rate specified in the Note, but no such advances shall be insured unless the same are specifically approved by the Holder prior to the making thereof. The principal sum and other charges provided for herein shall, at the option of the Holder, become due and payable on the failure of Borrower to keep and perform any of the covenants, conditions and agreements of the Building Loan Agreement. This covenant shall be terminated upon the making of the final advance as provided in the Building Loan Agreement.

Section 7.02 Assignment by Holder. Subject to any applicable requirements of HUD, Holder may sell, assign, transfer, convey, pledge or encumber the Note or all or any part of its interests, rights and obligations thereunder or under this Mortgage to one or more persons or parties, and Borrower hereby consents to any such sale, assignment, transfer, conveyance, pledge or encumbrance and agrees upon the request of Holder or its assignee to execute and deliver any instrument confirming Borrower's consent as effectuating, as necessary, such sale, assignment, transfer, conveyance, pledge or encumbrance.

Section 7.03 Notices. Any notice, demand or request required or permitted hereunder to be given to Holder and Borrower shall be sufficiently given if in writing and personally delivered or mailed by registered or certified first class mail, postage prepaid, addressed to:

Holder: Janet S. Knight
ABG Financial Services, Inc.
700 East Main Building, Suite 1524
Richmond, Virginia 23219

Borrower: American National Bank
and Trust Company of Chicago,
33 North LaSalle Street
Chicago, Illinois 60602

or at such other address as the parties may have furnished to the Holder of the Note and to each other in writing, and shall be deemed to be given on delivery or as of 48 hours after mailing.

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Section 7.04 Security Agreement. Borrower agrees that this Mortgage shall constitute a security agreement under the Uniform Commercial Code as the same is in force in the State and hereby grants to Holder a security interest in all property to which Article 9 of said Uniform Commercial Code is applicable and which is described in the granting clauses hereof.

Section 7.05 Governing Law. The Note and this Mortgage are made and delivered in and shall be governed by and construed in accordance with the laws of the State.

Section 7.06 Non-Discrimination. Borrower covenants and agrees that so long as this Mortgage and the Note secured hereby are coinsured by HUD, or held under the provisions of the National Housing Act, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the Trust Property on the basis of race, color or creed.

Section 7.07 Amendments. This Mortgage may be amended or modified only by a written instrument executed by Borrower and Holder and any purported modification or amendment hereof, by whatever means, which is not in strict conformance with the foregoing shall be null and void and absolutely ineffective.

Section 7.08 Execution in Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

Section 7.09 Limitation on Indebtedness Hereby Secured. Anything herein to the contrary notwithstanding the maximum amount of the Indebtedness Hereby Secured is \$10,000,000.

IN TESTIMONY WHEREOF, Borrower has caused these presents to be executed in its name by its VP and ASST S E C T Y as of the day, month and year first hereinabove written.

GRANTOR:

AMERICAN NATIONAL BANK AND TRUST OF
a banking association organized
under the laws of the United
States, not individually but
solely as aforesaid

ATTEST:

By: 

Its: ASST S E C T Y

By: 

Its: VP

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL I

LOT 6 IN OAKTON PLACE, A SUBDIVISION OF PART OF THE NORTH 25 ACRES OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, 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 NOVEMBER 1, 1967 AS DOCUMENT NO. LR 2356973.

PARCEL II

EASEMENT FOR THE BENEFIT OF PARCEL I, FOR INGRESS AND EGRESS, AS CREATED, DEFINED AND LIMITED BY EASEMENT AGREEMENT BY AND BETWEEN LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 10-30182-09 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST 100617-03, OVER, THROUGH, UNDER AND ACROSS THE FOLLOWING DESCRIBED PREMISES, TO WIT:

THAT PART OF LOT 5 IN OAKTON PLACE, A SUBDIVISION OF PART OF THE NORTH 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, 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 NOVEMBER 1, 1967 AS DOCUMENT NO. LR2,356,973, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 5 WITH A LINE 26.93 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5; THENCE WESTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE, 144.08 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 23.00 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 5, 145.01 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 5, 23.02 FEET TO THE PLACE OF BEGINNING, LYING ABOVE A HORIZONTAL PLANE OF ELEVATION 626.40 FEET U.S.G.S. DATUM AND LYING BELOW A HORIZONTAL PLANE OF ELEVATION 646.40 FEET U.S.G.S. DATUM.

COMMONLY KNOWN AS

1665 OAKTON PL.

DES PLAINES, IL. 60018

Perm TAX No. 09-29-106-007

DND
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EXHIBIT B

PERMITTED ENCUMBRANCES

Those matters shown in Schedule B-1 of Ticor Title Insurance Company of California Policy No. 224297.

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THIS INSTRUMENT is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing contained in this Instrument shall be construed as creating any monetary liability on said Trustee personally to pay any indebtedness accruing thereunder, or any personal monetary liability on said Trustee with respect to the performance of any warranty, representation or covenant, either expressed or implied in said Instrument (all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right to security thereunder) except that the said Trustee shall be liable for funds or property of the Project coming into his hand which, by the provisions of the Regulatory Agreement, it is not entitled to retain.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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RECORD AND RETURN TO:

HIRSCHLER, FLEISCHER, WEINBERG,

COX & ALLEN

MAIN STREET CENTRE

629 EAST MAIN STREET P.O. BOX 10

RICHMOND, VIRGINIA 23202

ATTN: DFB

Property of Cook County Clerk's Office

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STATE OF ILLINOIS) SS:
COUNTY OF COOK)

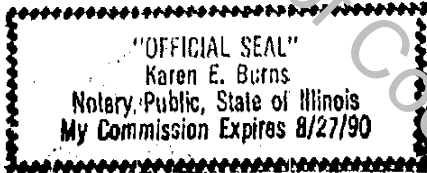
I KAREN E. BURNS, a Notary Public in and for said County in the state aforesaid, do hereby certify that J. MICHAEL WHITMAN and SUZANNE G. BAKER, personally known to me to be the same persons whose names are respectively as VICE PRESIDENT and SECRETARY of American Bank and Trust Company of Chicago, a national banking association, are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, seal with the corporate seal and delivered the said instrument as the free and voluntary act of said association and as their own free and voluntary act, for the uses and purposes therein set forth.

JUN 24 1987

GIVEN under my hand and notarial seal this _____ day of June, 1987.

My Commission Expires: _____

Karen E. Burns
Notary Public



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