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## MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement (this "Mortgage") is made as of July 31, 1987 from American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated July 15, 1987 and known as Trust No. 103043-01 (the "Trustee") having a place of business at 33 North LaSalle Street, Chicago, Illinois 60690 and Chicago Saracen Associates Limited Partnership, a Massachusetts limited partnership, sole beneficiary of the Trustee (the "Beneficiary"), having an address c/o Kurt-Saracen Associates, 57 Wells Avenue, Newton, Massachusetts 02159 (Trustee and Beneficiary are collectively referred to herein as "Mortgagor") to Bank of New England, N.A., a national banking association organized under the laws of the United States of America having a principal place of business at 28 State Street, Boston, Massachusetts 02109 (the "Mortgagee").

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1. Grant of Mortgage. For consideration paid, the Mortgagor by these presents hereby Grants, Bargains, Sells, Assigns, Mortgages and Conveys to the Mortgagee to secure the payment of Eight Million Eight Hundred Thousand Dollars (\$8,800,000.00) with interest thereon, as provided in the promissory note (the "Note") of Mortgagor of even date herewith and payable to the order of the Mortgagee, said Note, together with all unpaid interest and other charges accrued thereon being due and payable, on or before July 31, 1989, to secure the performance of all covenants and agreements contained in the Note, a Loan Agreement dated as of July 29, 1987 between the Beneficiary and Mortgagee (the "Loan Agreement"), this Mortgage, sixteen other mortgages referred to in the Loan Agreement, of real estate and leasehold interest in real estate owned by Mortgagor and by Beneficiary, and in any other instrument now existing or hereafter entered into to provide additional security for the Note, or any other instruments, documents, agreements, or guaranties executed, in connection with the loan evidenced by the Note, (collectively, as they may be amended, the "Loan Documents"), and to secure the payment of or performance of all other debts, covenants and agreements of or by the Mortgagor to or for the benefit of the Mortgagee now existing or hereafter arising while this Mortgage is still undischarged of record, the land in Mt. Prospect, Cook County, Illinois, all as described in Exhibit A attached hereto, together with any and all improvements now or hereafter situated thereon and all rents, issues and profits and other appurtenant rights associated with the ownership of such land and subject to, and only to, the Permitted Exceptions set forth in Exhibit B hereto to have and to hold unto Mortgagee, its successors and assigns forever, (collectively, the "Real Property").

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As further security for the Mortgagor's obligations, the Mortgagor hereby grants to the Mortgagee a security interest in all equipment (as defined in the Uniform Commercial Code), now or hereafter located on or intended to be used in connection with the Real Property; all insurance proceeds including interest payable in connection with any damage or loss to the Mortgaged Property, all eminent domain awards made with respect to the Mortgaged Property, all licenses and permits for the use or occupancy of the Real Property, all trade names associated with the use or occupancy of the Real Property, all books and records relating to the Mortgagor's operation of the Real Property, and all contracts, agreements and warranties, including rights to return of deposits, prepaid premiums or other payments, relating to the construction, use or occupancy of the Real Property; and all other personal property of the Mortgagor arising from, or now or hereafter relating to, located at or used in connection with the Real Property, including without limitation, all inventory, equipment, and other goods, documents, instruments, general intangibles, chattel paper, accounts and contract rights (each as defined in the Uniform Commercial Code), and the proceeds therefrom (collectively, the "Personal Property").

The Real Property and the Personal Property are referred to collectively as the "Mortgaged Property". Beneficiary, by executing this Mortgage and by directing Trustee to execute and deliver this Mortgage, does hereby warrant that Mortgagor is well and lawfully seized of good, absolute and indefeasible fee simple absolute title to the Mortgaged Property, free and clear of mortgages, liens, charges, security interests and encumbrances whatsoever, except only the Permitted Exceptions set forth on Exhibit B, and does hereby bind itself, its successors and assigns to warrant and forever defend fee simple absolute title to the Mortgaged Property unto the Mortgagee, and the quiet and peaceful enjoyment and possession thereof, against every person whomsoever claiming the same or any part thereof or interest therein.

2. Representations. The Trustee hereby represents and the Beneficiary by executing this Mortgage and by directing Trustee to execute and deliver this Mortgage, hereby warrants and represents that (i) this Mortgage has been duly authorized, executed and delivered by and on behalf of the Mortgagor, (ii) if applicable, the Mortgagor is duly existing and in good standing with all power, authority and legal right to engage in the transaction contemplated by this Mortgage and the Loan Documents, (iii) the execution and delivery of this Mortgage and the Loan Documents and the carrying out of the transaction contemplated thereby will not conflict with or result in a breach of the terms of any agreement or law or order of any court or governmental body, (iv) there are no actions, suits or proceedings, including without limitation eminent domain

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proceedings, pending or to the knowledge of the Mortgagor threatened before any court or other governmental body or agency which would adversely affect the Mortgaged Property or the Mortgagor or the Mortgagor's ability to perform its obligations under this Mortgage or under the other Loan Documents, (v) the Mortgagor has not generated, stored or disposed of any oil, hazardous waste or hazardous material as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6921 et seq., applicable state laws, or regulations adopted pursuant to either of the foregoing, excluding the storage of customary amounts of materials commonly and lawfully used in residential and office buildings and the Mortgagor has no knowledge of the generation, storage, or disposal of any such materials on the Real Property by anyone else and no such materials are presently located on the Real Property, (vi) the Real Property is in compliance with applicable zoning, building, environmental and all other laws, ordinances and regulations relating to the use and occupancy thereof and the Mortgagor has no knowledge of any claim of violation of any such legal requirements, (vii) all necessary licenses and permits for the use and occupancy of the Real Property have been issued and are in full force and effect, (viii) the improvements on the Real Property and the tangible Personal Property are in good working order and free from structural defects, (ix) the Mortgagor has no knowledge of any claim challenging the Mortgagor's title to the Mortgaged Property, and (x) the Mortgagor has no knowledge of any existing default, or claim thereof, under any leases or other arrangements for the use of the Mortgaged Property, either on the part of the Mortgagor or any other party thereto.

3. Taxes and Assessments. The Mortgagor shall pay or cause to be paid, not later than the last day upon which payment may be made without penalty or interest, all taxes, charges for water, sewer and other municipal services and assessments and any other charges or assessments that might become a lien prior to the lien of this Mortgage, whether or not assessed against the Mortgagor or the Mortgagee, and whether or not assessed pursuant to authority adopted before or after the date of this Mortgage if applicable or related in any way to the Mortgaged Property, any interest in the Mortgaged Property of the Mortgagor or the Mortgagee or the debt, obligations or performance secured hereby, or the disbursement or application of the proceeds therefrom (collectively, the "Impositions"), excluding, however, any income or corporation excise tax of the Mortgagee. If at any time the Mortgagee does not require the escrow of payments for Impositions, the Mortgagor shall furnish to the Mortgagee receipted real estate tax bills for the Mortgaged Property not later than ten (10) days after the date from which any interest or penalty would accrue for nonpayment thereof. The Mortgagor shall also furnish to the Mortgagee evidence of payment of all other Impositions within

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fifteen (15) days after written request therefor by the Mortgagee. If the Mortgagor is not permitted by applicable law to pay any Imposition or the payment of such Imposition would violate any usury law applicable to the transaction contemplated by this Mortgage, at the option of the Mortgagee, the principal sum secured by this Mortgage shall become due and payable upon the date specified by written notice given by the Mortgagee to the Mortgagor, which date shall be at least thirty days after the date of such notice.

If requested by the Mortgagee, the Mortgagor shall pay to the Mortgagee monthly, on the first day of each month, a sum reasonably determined by the Mortgagee to be sufficient to provide in the aggregate a fund adequate to pay each Imposition at least thirty (30) days before it becomes delinquent, and, in addition, shall pay to the Mortgagee on demand any balance necessary to pay in full each Imposition at least thirty (30) days before the date on which it becomes due and payable. Such sums shall not bear interest and may be commingled with the general assets of the Mortgagee. The Mortgagee shall not be required to account for any profits resulting from its use thereof. Such sums may be applied by the Mortgagee to the payment of the Impositions or any other obligation of the Mortgagor hereunder. The Mortgagor shall furnish to the Mortgagee all original bills relating to any Imposition promptly upon issuance.

The Mortgagor shall have the right, after giving written notice to the Mortgagee and subject to the conditions stated below, to contest by appropriate legal proceedings the amount or validity of any Imposition. In no event shall the Mortgagor be entitled to delay payment of any Imposition if the delay in payment could subject any portion of the Mortgaged Property to possible foreclosure or in any event unless the Mortgagor deposits with Mortgagee a sum of money or such other security as the Mortgagee deems reasonable to cover the amount of such Imposition plus any interest or penalty that may become due as a result of such contest.

4. Insurance. The Mortgagor agrees, at the Mortgagor's sole cost and expense, to keep the Mortgaged Property insured at all times throughout the term of this Mortgage with policies of insurance of the type set forth below:

(a) Casualty Insurance. Physical hazard insurance on an "all risks" basis, including without limitation the hazards of earthquake and collapse, with a full replacement cost endorsement (including builder's risk during any period or periods of time that construction or remodeling is being performed on the Mortgaged Property), in an amount equal to 100% of the full replacement cost of all improvements (excluding only the reasonable value of footings and

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foundations) and the Mortgagor's contents therein, determined to the reasonable satisfaction of the Mortgagee, and in any event, in an amount sufficient to prevent the Mortgagor from incurring any co-insurance liability.

(b) Boiler Insurance. Policies of insurance against loss or damage to the major components of the air conditioning and/or heating system, fly-wheels, steam pipes, steam turbines, steam engines, steam boilers, other pressure vessels, high pressure piping and machinery, if any, such as are installed in the buildings and improvements, for an amount reasonably satisfactory to the Mortgagee.

(c) Liability Insurance. Policies of comprehensive general liability insurance on an occurrence basis against claims for bodily injury and property damage with limits of liability satisfactory to the Mortgagee. The Mortgagor and the Mortgagee shall be named insured under such policies, as their interests may appear.

(d) Business Interruption and/or Loss of Rental Value Insurance. Business interruption and/or loss of rental insurance for a period of twelve months in such amounts as are reasonably satisfactory to the Mortgagee.

(e) Flood Insurance. If the Real Property is located in an area designated by any governmental agency as an area of special flood hazard, such insurance against damage caused by flooding as the Mortgagee shall reasonably request.

(f) Additional Insurance. Insurance with respect to such other insurable risks relating to the Mortgaged Property or the Mortgagor in such amounts and containing such terms and conditions as the Mortgagee may reasonably require from time to time.

No such insurance shall be blanketed with insurance on other properties without the prior written consent of the Mortgagee. The Mortgagor shall deposit all insurance policies (or certificates thereof acceptable to the Mortgagee) providing coverage applicable to the Mortgaged Property, whether or not required by this Mortgage, with the Mortgagee forthwith after the binding of such insurance, and shall deliver to the Mortgagee new policies (or certificates thereof acceptable to the Mortgagee) for any insurance about to expire at least thirty (30) days before such expiration. All such insurance policies shall be first payable in case of loss to the Mortgagee by means of a standard non-contributory mortgagee clause, shall be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee shall from time to time designate or approve, shall be primary and without right of

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contribution from other insurance which may be available, shall waive any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of the Mortgagor and the Mortgagee, shall provide that with respect to the Mortgagee, the insurance shall not be invalidated by any action or inaction by the Mortgagor including without limitation any representations made by the Mortgagor in the procurement of such insurance, and shall provide that they shall not be cancelled or amended without at least thirty (30) days' prior written notice to the Mortgagee. The Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to cancel or transfer such insurance, to collect and endorse any checks issued in the name of the Mortgagor and to retain any premium and to apply the same to the obligations secured hereby.

5. Maintenance and Alterations. The Mortgagor shall maintain the Mortgaged Property at all times in as good repair and condition as the same now is or may hereafter be put, damage from casualty expressly not excepted. The Mortgagor shall not take any action, or permit any condition or activity, which could diminish the value of the Mortgaged Property or invalidate any insurance required to be provided under this Mortgage. The Mortgagor shall not remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the Mortgaged Property without promptly replacing any such item with an item of equivalent utility and value. The Mortgagor shall permit the Mortgagee, its agents and employees reasonable opportunity to enter upon the Mortgaged Property for the purpose of inspecting the condition of the Mortgaged Property and determining the Mortgagor's compliance with the covenants contained in this Mortgage.

6. Use and Compliance with Law. The Mortgagor shall maintain the Mortgaged Property in a first class condition and shall not change nor suffer or permit any change in the use or character thereof without the prior written consent of the Mortgagee. The Mortgagor shall continuously occupy all of the Real Property, or cause the same to be occupied by the Mortgagor's lessees, licensees, or concessionaires. The Mortgagor shall not permit any violation of any law, by-law, ordinance, public or private restriction, regulation, order or code affecting the Mortgaged Property or the use thereof or take any action or permit any condition or activity which could invalidate any license or permit needed for the use and occupancy of the Mortgaged Property. The Mortgagor shall indemnify, defend and hold harmless the Mortgagee and each of the Mortgagee's agents and contractors from and against all loss, liability, damage and expense, and all costs associated with any defense of any claim with respect to any of the foregoing including attorneys' fees, occasioned by or associated with the actual or alleged existence at the Real Property of any substance or

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material, the generation, handling, storage or disposal of which is regulated by any governmental requirement.

7. Leases. The Mortgagor shall observe and perform all the obligations imposed upon the Mortgagor under any lease of the Real Property or any portion thereof, and shall not do or permit to be done anything which would impair the security of any such lease to the Mortgagee, nor cancel or change any terms, conditions or covenants of any lease of the Real Property or any portion thereof without the prior written consent of the Mortgagee, nor execute any lease providing for payment of rent for more than one month in advance, nor receive rent from any tenant of all or any part of the Real Property for more than one month in advance without the prior written consent of the Mortgagee. The Mortgagor agrees to hold in trust for the benefit of the Mortgagee any such advance rent in excess of one month received by the Mortgagor. The Mortgagor agrees to send to the Mortgagee any notice of default given by the Mortgagor to any lessee or occupant of the Real Property and any notices of default received by the Mortgagor from any tenant or other occupant of the Real Property, and to give prompt written notice to the Mortgagee of any material default on the part of any tenant or other occupant of the Real Property, whether or not the Mortgagor has given notice of such condition to the tenant or occupant in default. No tenant under any lease of the Real Property which is subordinate to this Mortgage shall be entitled to terminate such tenant's lease without giving the Mortgagee written notice of the Mortgagor's default under such lease and, if the Mortgagor fails to cure any default within the applicable grace period, if any, contained in said lease, giving the Mortgagee an additional reasonable period of time to cure such default. In no event shall the Mortgagee have any liability to any tenant or occupant for any default by the Mortgagor or for the return of any security deposit given to the Mortgagor and in no event shall the Mortgagee be subject to any setoff, defense or claim which any tenant or occupant may have against the Mortgagor. Any tenant or occupant of the Real Property shall, promptly after receipt of a request from the Mortgagee made at any time prior to foreclosure of this Mortgage, execute, acknowledge and deliver to the Mortgagee such instrument as the Mortgagee may reasonably request agreeing to attorn to the Mortgagee, at the election of the Mortgagee, after the foreclosure of this Mortgage.

The Mortgagee shall have the right to subordinate this Mortgage and its rights hereunder to any lease of the Real Property or any portion thereof which is subordinate to this Mortgage, except that the Mortgagee shall be entitled to expressly exclude from such subordination the Mortgagee's rights to insurance proceeds and eminent domain awards in the event of a loss or casualty or eminent domain taking of the Mortgaged Property or any portion thereof. If the Mortgagee

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executes and records an instrument which purports to effect a partial or complete subordination of this Mortgage to any lease which is subordinate to this Mortgage, such lease shall not be terminated by a foreclosure of this Mortgage, but any rights of the Mortgagee to insurance proceeds or eminent domain awards which are expressly excluded from such subordination shall remain superior to the rights of the tenant under such lease.

8. Conditional Assignment of Leases and Rents. As additional security for the obligations secured hereby, the Mortgagor hereby assigns to the Mortgagee all of the Mortgagor's rights under any and all leases or other arrangements for the use or occupancy of all or any part of the Mortgaged Property, including without limitation, the right to receive rent or other payment, provided, however, the Mortgagor shall retain the right to receive such rents and payments and exercise its other rights under such leases and other arrangements until the occurrence of an Event of Default under this Mortgage. After an Event of Default, the Mortgagee shall be entitled to modify and otherwise deal with all such leases and other arrangements with the same power and discretion which the Mortgagee would have if it were the lessor thereof, and the Mortgagee shall be entitled to collect all of the rents and other payments, to collect and endorse any checks issued in the name of the Mortgagor and to apply the same to the debt secured hereby, and after foreclosure the Mortgagee shall not be liable to account to the Mortgagor for rents or other payments thereafter accruing.

9. Reporting Requirements. The Mortgagor shall furnish the Mortgagee, from time to time, within a reasonable time after its demand, a true and complete statement of the annual operating expenses and income of the Mortgaged Property together with a rent roll, description of leasing prospects, forecasts for income and expenditures, and such other information concerning the Mortgaged Property as the Mortgagee may reasonably request, and financial statements of the principal owners and any guarantors and endorsers and if requested, shall furnish such information on a periodic basis without additional requests. Such financial statements shall be prepared in accordance with generally accepted principles of accounting consistently applied, shall be in a form satisfactory to the Mortgagee, and if requested by the Mortgagee, shall be certified by an independent public accountant satisfactory to the Mortgagee.

10. Casualties and Takings. If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other hazard insured against, or if the Mortgaged Property or any portion thereof or interest therein shall be taken by eminent domain, the Mortgagor shall promptly give written notice thereof to the Mortgagee and promptly take such action as is

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required to collect any applicable insurance proceeds or any eminent domain award. No settlement on account of any loss, damage or taking shall be made without the prior written consent of the Mortgagee. If, in the Mortgagee's sole judgment, the Mortgagor is not proceeding promptly to settle such claims in a manner satisfactory to the Mortgagee or, if there has occurred an Event of Default which has not been waived in writing by the Mortgagee, the Mortgagee may settle any claims with the insurers or taking authority and the Mortgagee is hereby irrevocably appointed attorney-in-fact for the Mortgagor to settle such claims and to collect and endorse any checks issued in the name of the Mortgagor. Any proceeds from insurance or awards for such taking, as the case may be, shall be paid to the Mortgagee. The Mortgagee, in its discretion, may either apply any insurance proceeds or eminent domain award against any of the obligations secured hereby, or release all or a portion of the proceeds to the Mortgagor upon such terms and conditions as the Mortgagee deems appropriate, and apply the balance thereof, if any, to the obligation secured hereby.

11. Other Security Interests and Equipment Leasing. The Mortgagor shall not permit, without the prior written consent of Mortgagee, (i) the creation or continued existence, whether by voluntary action or operation of law, of any security interest in or other encumbrance on the Mortgaged Property other than the lien for unpaid real estate taxes and betterment assessments prior to the commencement of interest and penalties thereon or (ii) the leasing of any equipment to be used by the Mortgagor at or in connection with the operation of the Mortgaged Property. The Mortgagor shall notify the Mortgagee promptly of the existence of and the terms of any security interest affecting any portion of the Mortgaged Property and any lease of personal property to be used by the Mortgagor at or in connection with the operation of the Real Property, whether now existing or hereafter arising, shall make all payments that become due to any secured party having any such security interest or any lessor of such equipment, and at the request of the Mortgagee shall assign to the Mortgagee all of its right, title and interest in and to any and all agreements evidencing such security interest or lease. The Mortgagor hereby grants the Mortgagee full power and authority as attorney-in-fact of the Mortgagor to make, execute, acknowledge and deliver such assignments. The Mortgagor represents that, except as previously disclosed in writing to the Mortgagee, no such security interest or lease presently exists.

If at any time the Mortgaged Property or any portion thereof is subject to a security interest other than this Mortgage, or any equipment used by the Mortgagor at or in connection with the operation of the Mortgaged Property is owned other than by the Mortgagor, the Mortgagor shall not modify, amend or fail to comply with any term or condition of such

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security interest or the obligations secured thereby, or any lease of such equipment, without the prior written consent of Mortgagee. Notice is given hereby to any holder of a junior security interest in or other encumbrance on the Mortgaged Property that the Loan Documents may be amended. The holder of any such security interest or encumbrance, by accepting such security interest or encumbrance subject to this Mortgage shall be deemed to have agreed to any amendment of the Loan Documents, including without limitation any change in interest rate.

12. UCC Representations. The Mortgagor agrees to maintain complete and accurate records listing and describing the Personal Property and to deliver such records to the Mortgagee from time to time upon request of the Mortgagee.

13. Transfers. The Mortgagor shall not suffer or permit a change, whether effected by voluntary act or by operation of law in the legal or direct or indirect beneficial ownership of (i) the Mortgaged Property or any portion thereof or (ii) any interest in the Beneficiary. The Mortgagor shall not enter into any lease or combination of leases or other arrangements which have the effect of transferring to any other person or affiliated group the right to use or occupy all or substantially all of the Real Property except for the lease between Trustee as Lessor and Health Stop Medical Management, Inc., a Delaware corporation of even date herewith. The Mortgagee may, without notice to the Mortgagor, deal with the Mortgagor's successor or successors in interest with reference to this Mortgage and the debt secured hereby in the same manner as with the Mortgagor without in any way releasing, discharging or modifying the Mortgagor's liability or obligations with respect to this Mortgage or the debt secured hereby. No transfer of any interest in any part of the Mortgaged Property or interest therein shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, nor the priority of this Mortgage either in whole or in part.

14. Mortgagee's Right to Cure and Expenses. The Mortgagee shall be entitled, but not obligated, to cure any failure of the Mortgagor to perform its obligations under this Mortgage and to commence, intervene in or otherwise participate in any legal or equitable proceeding which in the Mortgagee's sole judgment affects the Mortgaged Property or any rights created or secured by this Mortgage or any obligation secured hereby. If the Mortgagee shall become involved in any action or course of conduct with respect to the Note, this Mortgage, any of the other Loan Documents, the Mortgaged Property or other security for the debt or obligations secured hereby in order to protect its interest therein or cure any default of the Mortgagor hereunder, the Mortgagor shall, on demand, reimburse the Mortgagee for all charges, costs and expenses incurred by the Mortgagee

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in connection therewith, including without limitation attorneys' fees and an additional reasonable fee to compensate the Mortgagee for overhead and personnel salaries and wages attributable to undertaking such actions or conduct, together with interest thereon from the date incurred until paid at an interest rate equal to the higher of (i) the rate, if any, of interest specified in the Note to be in effect after there has been a default and the principal sum has been declared due and payable, or (ii) a rate equal to one hundred and twenty-five percent (125%) of the rate from time to time announced by a so-called major commercial bank selected by the Mortgagee as such bank's rate charged to creditworthy commercial customers for short-term unsecured borrowing; but in no event higher than the highest rate permitted by law.

15. Events of Default. Each of the following shall constitute an Event of Default:

(a) failure to pay interest or principal within the applicable grace period, if any, on the Note in accordance with its terms;

(b) breach of the covenants, conditions or agreements in any Loan Document or in any other mortgage, debt or obligation of or from the Mortgagor to the Mortgagee or in any other mortgage or instrument which constitutes a lien on all or any part of the Mortgaged Property, in each case, if it remains uncured after the expiration of any applicable grace period;

(c) breach of any covenant contained in the Sections herein entitled "Insurance", "Other Security Interests and Equipment Leasing" and "Transfers";

(d) breach of any other covenant, condition or agreement contained in this Mortgage remaining uncured for a period in excess of fifteen (15) days; provided that in the case of any breach which is susceptible to cure but cannot be cured within fifteen (15) days through the exercise of reasonable diligence, so long as the Mortgagor commences such cure within fifteen (15) days, such breach remains susceptible to cure, and the Mortgagor diligently pursues such cure, such breach shall not be deemed to create an Event of Default hereunder;

(e) failure of the Mortgagor to cause to be dismissed any proceeding against the Mortgagor, and if applicable, any holder of a general partnership interest in the Mortgagor, any guarantor of any of the Mortgagor's obligations or any endorser of the Note (the Mortgagor and if applicable any such general partner, guarantor or endorser shall each be an "Obligor") under any law relating to bankruptcy,

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reorganization, insolvency or relief of debtors, within thirty (30) days from the date on which it is filed or instituted, or the filing or other institution of a proceeding by any Obligor under any such law;

(f) death of any Obligor who is an individual, the liquidation, termination, dissolution, merger or consolidation of any Obligor which is not an individual, the insolvency of any Obligor or the inability of any Obligor to pay such Obligor's debts when due;

(g) material inaccuracy of any statement, representation or warranty made by the Mortgagor to the Mortgagee in this Mortgage or in any Loan Document, or any instrument or statement submitted to the Mortgagee by an Obligor; and

16. Remedies. If an Event of Default shall occur, Mortgagee may, at its option, exercise one or more or all of the following remedies either successively or concurrently:

(a) Acceleration. Declare the unpaid portion of the debt secured hereby to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable;

(b) Receiver. Apply at any time to a court having jurisdiction for the appointment of a receiver of the Mortgaged Property, and of any leases affecting or covering the Mortgaged Property and any rents, revenues, income, profits or other benefits payable under the leases or otherwise arising out of or from the Mortgaged Property (the "Rents"); and such appointment shall be made by the court as a matter of strict right to Mortgagee and without reference to the adequacy or inadequacy of the security or value of the Mortgaged Property, or to the solvency or insolvency of Mortgagor, and Mortgagor does hereby irrevocably consent to such appointment and the Rents shall be applied by the receiver to the payment of the debt secured hereby, as provided in Section 17 hereof, or as otherwise ordered by the court;

(c) Entry on Mortgaged Property. Enter upon the Mortgaged Property, without force or with such force as is permitted by law, and without notice or process or with such notice or process as is required by law, unless such notice or process is waivable, in which case Mortgagor hereby waives such notice and process, and take exclusive possession thereof and of all books, records and accounts relating thereto.

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(d) Power of Sale. To the fullest extent permitted and pursuant to the procedures provided by applicable law, exercise such power of sale as may be provided by applicable law, and sell or offer for sale the Mortgaged Property in such portions, order and parcels as Mortgagee may determine, with or without having first taken possession of same, to the highest bidder at public auction. Such sales shall be made in accordance with the legal requirements therefor for the state in which the Mortgaged Property is located, including, to the extent there relevant, the Uniform Commercial Code there in effect. Nothing contained in this Section 16(d) shall be construed to limit in any way Mortgagee's rights to sell the Mortgaged Property by private sale if, and to the extent that, such private sale is permitted under the laws of the state where the Mortgaged Property is located or by public or private sale after entry of a judgment by any court of competent jurisdiction ordering same. The Mortgagor agrees that the requirement of the Uniform Commercial Code with respect to personal property that a secured party give a debtor reasonable notice of any proposed sale or disposition of the collateral shall be met if such notice is given to the Mortgagor at least five (5) days before the time of such sale or disposition.

(e) Full or Partial Foreclosure. Pursuant to the procedures provided by applicable law, institute and prosecute foreclosure proceedings with respect to the Mortgaged Property; or, if Mortgagee so elects, institute foreclosure procedures only with respect to a portion of the indebtedness secured hereby or to a portion of the Mortgaged Property (such partial proceeding being hereinafter referred to as a partial foreclosure). Mortgagor agrees that sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the remainder of the debt secured hereby, but as to such remainder this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section 16(e). Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate the entire indebtedness secured hereby by reason of any Event of Default upon which such partial foreclosure was predicated or by reason of any other Event of Default, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any remainder of the indebtedness secured hereby, it being the purpose hereof to provide for a partial foreclosure sale of the indebtedness secured hereby without exhausting the power to foreclose and to sell the Mortgaged Property pursuant to any such partial foreclosure for any other part of the indebtedness secured hereby whether matured at the time or subsequently

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maturing, and without exhausting any right of acceleration and full foreclosure.

(f) Other. Exercise any other remedy specifically granted under the Loan Documents or now or hereafter existing in equity, at law, by virtue of statute, or otherwise.

17. Right and Authority of Receiver or Mortgagee in the Event of Default, Power of Attorney. Upon the occurrence of an Event of Default hereunder and entry upon the Mortgaged Property pursuant to Section 16(c) hereof or appointment of a receiver pursuant to Section 16(b) hereof, and under such terms and conditions as may be deemed prudent and reasonable, in the Mortgagee's or receiver's opinion under the circumstances, all at Mortgagor's expense, Mortgagee or said receiver, as the case may be, may do or permit any one or more of the following, successively or concurrently: (a) enter upon and take possession and control of the Mortgaged Property; (b) take and maintain possession of all documents, books, records, papers and accounts related to the Mortgaged Property; (c) exclude Mortgagor, its agents and employees, wholly from the Mortgaged Property; (d) manage and operate the Mortgaged Property; (e) preserve and maintain the Mortgaged Property; (f) make repairs and alterations to the Mortgaged Property; (g) complete any construction or repair of the improvements on the Mortgaged Property with such changes, additions or modifications to the plans and specifications or intended disposition and use of the improvements under construction on the Mortgaged Property as Mortgagee may deem appropriate or desirable to place the Mortgaged Property in such condition as will, in Mortgagee's sole judgment, make it or any part thereof readily marketable or rentable; (h) conduct a marketing or leasing program with respect to the Mortgaged Property, or employ a marketing or leasing agent or agents to do so, directed to the lease or sale of the Mortgaged Property, under such other terms and conditions as Mortgagee may in its sole discretion deem appropriate or desirable; (i) employ such contractors, subcontractors, materialmen, architects, engineers, consultants, managers, brokers, marketing agents or other employees, agents, independent contractors or professionals, as Mortgagee may in its discretion deem appropriate or desirable, to implement and effectuate the rights and powers herein granted; (j) execute and deliver, in the name of Mortgagor as attorney-in-fact and agent of Mortgagor, or in its own name as Mortgagee or receiver, such documents and instruments as are necessary or appropriate to consummate authorized transactions; (k) enter into such leases, whether of real or personal property, or tenancy agreements, under such terms and conditions as Mortgagee or receiver may in its sole discretion deem appropriate or desirable; (l) collect and receive the Rents from the Mortgaged Property; (m) eject tenants or repossess personal property, as provided by law, for breaches

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of the conditions of their leases or other agreements; (n) sue for unpaid rents, payments, income or proceeds in the name of Mortgagor or Mortgagee; (o) maintain actions in forcible detainer and actions in distress for rent; (p) compromise or give acquittance for rents, payments, income or proceeds that may become due; (q) delegate or assign any and all rights and powers given to Mortgagee by this Mortgage; and/or (r) do any acts which Mortgagee or receiver in its discretion deems appropriate or desirable to protect the security hereof and/or use such measures, legal or equitable, as it may in its discretion deem appropriate or desirable to implement and effectuate the provisions of this Mortgage. This Mortgage shall constitute a direction to and full authority to any lessee or other third-party who has heretofore dealt or may hereafter deal with Mortgagor or Mortgagee, at the request of Mortgagee, to pay all amounts owing under any lease or other agreement to the Mortgagee without proof of the default relied upon. Any such lessee or third-party is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by Mortgagor in so doing) any request, notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents or other sums which may be or thereafter become due under its lease or other agreement or for the performance of any undertakings under any such lease or other agreement, and shall have no right or duty to inquire as to whether any default under this Mortgage or any of the other Loan Documents has actually occurred or is then existing, and Mortgagor hereby constitutes and appoints Mortgagee, its assignees, successors, transferees and nominees, as Mortgagor's true and lawful attorney in fact and agent, with full power of substitution in the Mortgaged Property, in Mortgagor's name and stead, to do or permit any one or more of the foregoing described rights, remedies, powers and authorities, successively and concurrently, and said power of attorney shall be deemed a power coupled with an interest and irrevocable.

18. Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided herein and in the Loan Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor or against other obligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

19. Waiver of Redemption, Notice, Marshalling, etc. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any sale pursuant to any statute, order, decree or judgment of any court, on its own behalf, and on behalf of each and every person acquiring any

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interest in or title to the Mortgaged Property or any portion thereof. Mortgagor further agrees, to the extent permitted by law, that if a default occurs hereunder, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any homestead exemption, appraisement, valuation, stay, extension, moratorium or other laws now or hereafter in force, in order to prevent or hinder enforcement or foreclosure of this Mortgage, or absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do the benefit of such laws and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

20. Application of Deposits After Default. If the Mortgagor shall default in the performance or observance of any covenant or agreement herein or in the Note contained, the Mortgagee may apply toward the debt secured hereby any deposit, payment or any sum due from the Mortgagee to any Obligor without first enforcing any other rights of the Mortgagee against any Obligor or against the Mortgaged Property.

21. Collection of Accounts. The Mortgagee may communicate with account debtors in order to verify the existence, amount and terms of any accounts or contract rights and to notify account debtors of the Mortgagee's security interest in their accounts. When requested by the Mortgagee, the Mortgagor shall notify account debtors and indicate on all billings that payments are, when requested by the Mortgagee, to be made directly to the Mortgagee. After an Event of Default, the Mortgagee may require that payments on accounts be made directly to the Mortgagee and shall have full power to collect, compromise, endorse, sell or otherwise deal with the accounts or proceeds thereof and to perform the terms of any contract in order to create accounts in the Mortgagee's name or in the name of the Mortgagor with respect to the business conducted at the Real Property.

22. Further Assurances. The Mortgagor agrees to execute and cause to be filed or recorded, and hereby appoints the Mortgagee its duly authorized attorney-in-fact, with full power of substitution and with authority to execute, file and record on behalf of the Mortgagor, all instruments from time to time deemed by the Mortgagee to be necessary or appropriate to evidence further the obligations of the Mortgagor pursuant to this Mortgage or secured by this Mortgage, or to secure further to the Mortgagee the security intended to be provided by this Mortgage.

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23. Notices. Any notice, demand or other communication under this Mortgage shall be in writing and shall be deemed to be delivered on the earlier of (i) the date received, or (ii) the date of delivery, refusal, or non-delivery indicated on the return receipt, if deposited in a United States Postal Service depository, postage prepaid, sent registered or certified mail, return receipt requested, addressed to the party to receive the same at the address of such party set forth at the beginning of this Mortgage, or at such other address as may be designated in a notice delivered or mailed as herein provided.

24. Waivers. No course of dealing by the Mortgagee and no forbearance on the part of the Mortgagee or extension of the time for the payment of the debt secured hereby or any other indulgence given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor nor affect the Mortgagee's rights later to take such action with respect thereto, and no waiver as to any one default shall affect the Mortgagee's rights as to any other default.

25. Estoppel Certificates. Within five days after any request by the Mortgagee, the Mortgagor will furnish a duly acknowledged, estoppel certificate stating the amount of the debt secured by this Mortgage, either that no offsets or defenses exist against the indebtedness secured by this Mortgage or if such offsets or defenses are alleged to exist the nature and extent thereof, and such other matters concerning any Obligor or the Mortgaged Property as the Mortgagee may reasonably request.

26. Future Advances. This Mortgage is given to secure payment of the Note, whether the entire amount thereof shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure the payment and performance of all other liabilities and obligations of Mortgagor under the Note or the Loan Documents, and any other amount or amounts that may be added to the indebtedness secured hereby under the terms of this Mortgage, all of which indebtedness being equally secured with and having the same priority as any amounts advanced at the date hereof. It is agreed that any future advances made by Mortgagee to or for the benefit of Mortgagor from time to time under this Mortgage or the Loan Documents and whether or not such advances are obligatory or are made at the option of Mortgagee, or otherwise, made at any time from the date of this Mortgage, and all interest accruing thereon, shall be equally secured by this Mortgage and have the same priority as all amounts, if any, advanced as of the date hereof and be subject to all of the terms and provisions of this Mortgage. The total amount of indebtedness that may be so secured may increase or decrease from time to time, but the total unpaid balance so secured at any one time, plus interest thereon, plus any

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disbursements made for the payment of taxes, levies, insurance or other liens, charges or encumbrances on the Mortgaged Property, plus interest on such disbursements at the default rate specified in the Note, shall not exceed Five Hundred Percent (500%) of the face amount of the Note.

27. Mortgagee's Costs and Expenses. Mortgagor further expressly covenants and agrees to pay Mortgagee all costs and expenses of every kind paid or incurred by Mortgagee in any way in connection with the Note, this Mortgage or other Loan Documents and the protection of the Mortgaged Property or the maintenance of the lien of this Mortgage and the security interests under the other Loan Documents, or otherwise in connection with the determination and exercise by Mortgagee of any of its rights or remedies under the Loan Documents upon the occurrence of any event which, with the passage of time or the giving of notice or both, could constitute a default or an event of default hereunder, including any and all expenditures for documentary evidence, title insurance, minutes of foreclosure, or any abstract or opinion to title to the Mortgaged Property, and all similar fees, costs, charges and expenses, and including all attorneys' fees and stenographer's fees, paid or incurred by Mortgagee in any suit or legal proceeding, or in preparation or in anticipation of declaring a default or event of default or in preparation or in anticipation of such suit or proceeding, regardless of whether such suit or proceeding is actually instituted, including without limitation, any bankruptcy or insolvency proceeding, probate proceeding, or other proceeding in which Mortgagee may in its discretion intervene in order to protect its security, or appeal from any of the foregoing, or otherwise paid or incurred by Mortgagee in obtaining legal advice regarding its rights and remedies under the Loan Documents or in determining whether to declare a default or event of default hereunder. All such fees, costs, charges and expenses shall constitute so much additional indebtedness evidenced by the Note and secured by this Mortgage, regardless of whether the same may cause the indebtedness secured hereby to exceed the face amount of the Note, and shall be immediately due and payable when incurred, with interest accruing thereon at the default rate specified in the Note, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this Mortgage, whether a decree of foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this Mortgage be given until all such expenses, charges and costs of Mortgagee shall have been paid in full.

28. Interpretation and Binding Effect. This Mortgage shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts except to the extent that resort to the laws of the State of Illinois may become necessary for the realization of Mortgagee's security hereunder

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and shall take effect as an instrument under seal. In case any provision of the Note, this Mortgage, or any instrument executed by any person or organization in connection therewith shall be found unenforceable or invalid for any reason, such provision shall be deemed modified to the extent necessary to be enforceable or if such modification is not practicable, such provision shall be deemed deleted from this Mortgage or such other instrument. The headings of Sections and Paragraphs shall be ignored in interpreting this Mortgage. The word "Mortgagor" as used herein means the Mortgagor named herein, whether one or several, and also means any subsequent owner or owners of all or any part of the Mortgaged Property. All of the covenants and agreements of the Mortgagor herein contained shall be binding upon the Mortgagor, its heirs, executors, administrators, successors and assigns and shall be joint and several if more than one person constitute the Mortgagor. The word "Mortgagee" as used herein means the Mortgagee named herein and any subsequent holder or holders of this Mortgage.

29. Trustee's Exculpation. This Mortgage is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in such Trustee (and Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, on any indebtedness secured hereunder, or to perform any covenants, either express or implied therein or herein contained, or with regard to any warranty contained in the Mortgage except the warranty made in this paragraph, all such personal liability, if any, being expressly waived with respect to said Trustee by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, but nothing in the preceding portions of this paragraph shall be construed in any way so as to affect or impair the lien of the Mortgage, or the Mortgagee's right to the foreclosure thereof, or be construed in any way so as to limit or restrict any of the rights and remedies of the Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the indebtedness secured hereby out of and from the security given therefor in the manner provided herein, in the Note and other instruments given to secure the Note, and further shall not in any way be construed to restrict or limit the Mortgagee's absolute right to enforce personal liability against any co-maker, endorser, guarantor or guarantors of the Note or any other instrument given to secure the Indebtedness.

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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage and Security Agreement to be executed under seal as of the day and year first above written.

Mortgagor:

American National Bank and  
Trust Company of Chicago,  
not personally but as  
Trustee under Trust  
No. 103042-01

ATTEST: [SEAL]

By: 

By: 

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Chicago Saracen Associates  
Limited Partnership, a  
Massachusetts limited  
partnership

By: 

Dominic J. Saraceno, its  
General Partner hereunto  
duly authorized

Mt. Prospect, Illinois

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EXHIBIT A

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That part of Lot One in The Colony (hereinafter described) described as follows: Starting at the intersection of the North line of the South 50 feet of said Southeast 1/4 with a line which is 50 feet West of and parallel with the East line of said Section 23; thence West along said North line, a distance of 60.00 feet to a point of beginning, thence continuing Westerly along said North line, a distance of 119.00 feet; thence turning an angle of 90 Degrees 00 Minutes 00 Seconds to the right of the previously described course, a distance of 181.50 feet; thence turning an angle of 90 Degrees 00 Minutes 00 Seconds to the right of the previously described course, a distance of 180.00 feet; thence turning an angle of 97 Degrees 45 Minutes 59 Seconds, to the right of the previously described course, a distance of 152.90 feet; thence turning an angle of 45 Degrees 35 Minutes 42 Seconds to the right of the previously described course, a distance of 30.27 feet to the point of beginning in The Colony, being a subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat registered in the Office of the Registrar of Titles of Cook County, Illinois, on February 19, 1974 as Document No. 2739801.

Property Address: 2380 S. Elmhurst Road  
Mt. Prospect, IL

Permanent Index Number: 08-23-402-007

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## SCHEDULE B-16 EXCEPTIONS

1. General real estate taxes not yet due and payable.
2. The following title exceptions noted on Tlor Title Insurance Commitment No. 230463 are acceptable: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 26

~~3. include the following endorsements on the Policy:~~

~~For the Owner's Policy: 3.1 zoning endorsement with parking, access endorsement~~

~~For the Lender's Policy: 3.1 zoning endorsement with parking, access endorsement, comprehensive title endorsement~~

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## BENEFICIARY'S ACKNOWLEDGMENT

Commonwealth of Massachusetts )  
Suffolk County )

I, MARY T. FERRELL, a Notary Public in the State aforesaid, DO HEREBY CERTIFY, that Dominic J. Saraceno, the general partner of Chicago Saraceno Associates Limited Partnership, a Massachusetts limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this <sup>30th</sup> ~~29th~~ day of July, 1987.

Mary T. Ferrell  
Notary Public

My Commission expires: 1/15/93

This instrument was prepared by ~~and after recording should be mailed to:~~

Coffield Ungaretti Harris & Slavin  
3500 Three First National Plaza  
Chicago, Illinois 60602  
Attention: Rick E. Smith, Esquire

Box 332  
Ticon  
J Moore

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## TRUSTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF Cook )

I, Karen E. Burns, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joseph P. McKeegan and Robert Blazynski the V. Pres. and Asst. Sec., respectively, of American National Bank and Trust Company of Chicago, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustee under Trust No. 103043-01, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this JUL 31 1987 day of July, 1987.

Karen E. Burns  
Notary Public

My Commission Expires:



\_\_\_\_\_, 19\_\_

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M.I.D.

~~XXXXXXXXXX~~

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HARRY J. COYNE  
REGISTRAR OF DEEDS

3640052

Submitted by \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Dec \_\_\_\_\_

Address \_\_\_\_\_

Notified \_\_\_\_\_

FOR TITLE RECORDS  
REGISTRATION DIVISION  
60609  
60609  
STATION 100  
BOX 69  
CHICAGO, ILLINOIS 60609