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Property of Cook County Clerk's Office

EXHIBIT A

Lot "A" in Block Four (4), in W. F. Kaiser and Company's Arcadia Terrace, being a Subdivision of the North Half (1/2) of the Southeast Quarter (1/4) except the West 33 feet thereof; and the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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6. INSURANCE. Mortgagor shall keep all buildings and improvements and the Collateral (defined in Paragraph 27 below) now or hereafter situated on said Premises insured against loss or damage by fire on a so-called "All Risks" basis and against such other hazards as may reasonably be required by Mortgagor, including without limitation of the generality of the foregoing: (a) rent loss or business interruption insurance whenever in the opinion of Mortgagor such protection is necessary; and (b) flood insurance whenever same is available and, in the opinion of Mortgagor, such protection is necessary. Mortgagor shall also provide insurance coverages with such limits for personal injury and death and property damage as Mortgagor may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagor, with waiver of subrogation and replacement cost endorsements and a standard non-contributory mortgage clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagor. Mortgagor shall deliver all original policies, including additional and renewal policies, to Mortgagor and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagor is included thereon under a standard non-contributory mortgage clause acceptable to Mortgagor. Mortgagor shall immediately notify Mortgagor whenever any such separate insurance is taken out and shall promptly deliver to Mortgagor the original policy or policies of such insurance. In the event of a foreclosure of the lien of this Mortgage, or of a transfer of title to the Premises either in lieu of foreclosure or by purchase at the foreclosure sale, all interest in all insurance policies in force shall pass to Mortgagor, transferee or purchaser, as the case may be.

Within ninety (90) days following the end of each fiscal year of Mortgagor, at the request of the Mortgagor, Mortgagor agrees to furnish evidence of replacement cost, without cost to the Mortgagor, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the building(s) and other improvements on the Premises.

6. ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE. In case of the loss or damage by fire or other casualty, Mortgagor is authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagor is authorized to collect and receipt for any such insurance monies. So long as: (a) each lease applicable to the Premises is in full force and effect and each tenant thereunder is not in default and such loss or damage shall not result in the termination or cancellation of any of those leases or give any tenant thereunder the right to terminate or cancel its lease; (b) no insurer denies liability as to any insured or claims any right of participation in any of the Mortgagor's security; and (c) this Mortgage is not in default; then such insurance proceeds, after deducting (herefrom any expense incurred by Mortgagor in the collection thereof), shall be made available by the Mortgagor for the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. In all other cases, such insurance proceeds may, at the option of the Mortgagor, be: (a) applied in reduction of the indebtedness, whether due or not; or (b) held by the Mortgagor and used to reimburse Mortgagor (or any lessee) for the cost of the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. In any event, the building(s) and other improvement(s) shall be so repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the insurance proceeds are made available for repair, rebuilding or restoration, such proceeds shall be disbursed upon the "Disbursing Party" (hereinafter defined) being furnished with satisfactory evidence of the cost of completion thereof and with architects' certificates, waivers of lien, contractors' and subcontractors' sworn statements, title continuations and other evidence of cost and payments so that the Disbursing Party can verify that the amounts disbursed from time to time are represented by completed and in-place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety per cent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the Disbursing Party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the buildings and other improvements may reasonably exceed the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), then the Mortgagor must approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds, after payment of the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party, shall, at the option of the Mortgagor, be applied on account of the indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagor. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Disbursing Party.

As used in this Paragraph 6, the term "Disbursing Party" refers to the Mortgagor and/or to any title insurance company selected by the Mortgagor.

7. STAMP TAX; EFFECT OF CHANGES IN LAWS REGARDING TAXATION. If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over the Mortgagor, any tax is due or becomes due in respect to the Note or this Mortgage, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagor for any sums which Mortgagor may expend by reason of the imposition of any tax on the issuance of the Note.

In the event of the enactment of any law of the state in which the Premises are located imposing upon the Mortgagor the payment of the whole or any part of taxes, assessments or charges on the lien of this Mortgage, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgagor or the Mortgagor's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagor, shall pay such taxes or assessments or reimburse the Mortgagor therefor; provided, however, that if in the opinion of counsel for the Mortgagor it is felt that it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in any such event, the Mortgagor may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

8. OBSERVANCE OF LEASE ASSIGNMENT. As additional security for the payment of the Note and for the faithful performance of the terms and conditions contained herein, Mortgagor and its beneficiary or beneficiaries do hereby assign to the Mortgagor all of their right, title and interest as landlords in and to the present leases and all future leases of the Premises. All leases of the Premises are subject to the approval of the Mortgagor as to form, content and tenant(s).

Mortgagor will not and Mortgagor's beneficiary or beneficiaries will not, without Mortgagor's prior written consent: (i) execute any assignment or pledge of any rents or any leases of the Premises except an assignment or pledge securing the indebtedness in favor of Mortgagor; or (ii) accept any payment of any instalment of rent more than thirty (30) days before the due date thereof; or (iii) make any lease of the Premises except for actual occupancy by the tenant thereunder.

Mortgagor shall not and the beneficiary of Mortgagor, if any, shall not enter into or permit to be entered into any management contract, assignment or sublease of any lease, license or concession pertaining to the Premises without the prior written approval of Mortgagor having first been obtained and following such approval shall not amend or modify the same without further written approval of Mortgagor.

Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions, and agreements of such leases on the part of the tenants to be kept and performed, but Mortgagor shall not and Mortgagor's beneficiary or beneficiaries shall not modify, amend, cancel, terminate or accept surrender of any lease without prior written consent of Mortgagor; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Mortgagor, upon written request of Mortgagor, any leases or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagor upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagor, within ten (10) days after a request by Mortgagor so to do, a written statement containing the names of all tenants and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagor any right to request from the tenant under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the Note secured hereby shall be construed to obligate Mortgagor, expressly or by implication, to perform any of the covenants of the landlord under any of the leases assigned to Mortgagor or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay or cause to be performed and paid.

At the option of the Mortgagor, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Mortgagor and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unilateral declaration to that effect.

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In accordance with the foregoing principles of (i) protecting messages in transit, (ii) protecting messages in storage, (iii) protecting messages in a secure, both of which are described above, and (iv) keeping the Permitted user selective set forth in section 11 of the Agreement, the following

29. DUE ON SALE OR PURCHASE ENCUMBRANCE CLAUSE: In determining whether or not to make the loan secured hereby, Mortgagor examined the creditworthiness of the borrower (if applicable), found the same to be acceptable and reliable and concluded that the creditworthiness of the borrower (if applicable) in obtaining and operating the real property on which as the Purchaser, and the same to be acceptable and reliable and concluded that the Purchaser's conduct of Mortgagor's affairs did not materially injure the interest of the lender. Mortgagor also evaluated the background and experience of the borrower (if applicable), found the same to be acceptable and reliable and concluded that the creditworthiness of the borrower (if applicable) in obtaining and operating the real property on which as the Purchaser, and the same to be acceptable and reliable and concluded that the Purchaser's conduct of Mortgagor's affairs did not materially injure the interest of the lender.

22. LEEN FOR LOAN COMMISSIONS, SERVICE CHARGES AND THE LIKE—So long as the original mortgage remains on the property, and regardless of the loan surrendered by the Note, there being no other arrangement, the Note may be paid off in full or in part at any time, provided that the Note is surrendered to the Note holder, and the Note holder receives payment in full.

such sales shall the purchaser specifically agree to assume the obligations arising from the security interests herein provided and to execute whatever assignments and transfers may be required to effect such assumption.

The moringagae agrees, to the extent permitted by law, that (i) all of the goods described herein are or are to become the property of the merchant, (ii) the definition of the word "Premises" shall consist of the fixtures, equipment, supplies, or other personal property which are used in the business of the merchant, (iii) the records of the merchant, and (iv) the goodwill existing in the trade name of the merchant.

with the message purporting to Pausargis, who is known to have issued a number of such documents in his reign; (2) the same king's name is also found on some of the stelae dedicated to the goddess Hathor at Dendera, and (3) the name of the king is also found on some of the stelae dedicated to the goddess Hathor at Dendera.

programme will provide participants with guidance on how best to promote their project.

28.5. **Non-jurisdiction of Termination.** Mortgagee shall have the right and option to commence action or demands in any court of law or other tribunal in order to recover the amount of any sum or sums due under the terms of this Agreement.

28.6. **Entire Agreement.** After an event of default, Mortgagee shall have the right and option to commence action or demands in any court of law or other tribunal in order to recover the amount of any sum or sums due under the terms of this Agreement.

and it is so, specifying the nature thereof.

claims the Permitter for all or any portion of the Permitter in fulfillment of any Governmental requirement, and Mortgagee hereby agrees to Mortgagor's claim and all rights and interests of Mortgagor in the land or other property so claimed by Mortgagor.

25. Any time to ensure the procedures are in place prior to the date of the first meeting of the new members of the Board, or by January 15 of the year following the election of the new members.

inland and seafarers, or and other than those of such sea, or of another which reaches to the portmoultion of such coast or river and by the shore of the Noe, the principal to the portmoultion of the Noe.

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Mortgage, the court in which such action was commenced may, upon request of the Mortgagor, appoint a receiver of the Premises either before or after foreclosure sale, without notice and without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and the Mortgagor or any holder of the Note may be appointed as such receiver or as Mortgagor in possession. Such receiver or the Mortgagor in possession shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such receiver or Mortgagor in possession, would be entitled to collect such rents, issues and profits, and all other powers which be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver or Mortgagor in possession to apply the net income in its hands in payment in whole or in part of: (a) the indebtedness secured hereby or by any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

16. RIGHTS CUMULATIVE. Each right, power and remedy conferred upon the Mortgagor by this Mortgage and by all other documents evidencing or securing the indebtedness and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity, and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagor; and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of, or discontinuance by, the Mortgagor in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

17. MORTGAGOR'S RIGHT OF INSPECTION. Mortgagor, its representatives, agents or participants shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

18. EMINENT DOMAIN AND/OR CONDEMNATION. Mortgagor hereby assigns, transfers and sets over unto the Mortgagor the entire proceeds of any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. So long as: (a) any applicable lease is in full force and effect and each tenant thereunder is not in default and such taking shall not result in the termination or cancellation of any of those leases or given any tenant thereunder the right to cancel its lease; (b) the Premises require repair, rebuilding or restoration; and (c) this Mortgage is not in default; then any award, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the Mortgagor for the repair, rebuilding or restoration of the Premises in accordance with plans and specifications to be submitted to and approved by the Mortgagor.

In all other cases, the Mortgagor may elect to apply the proceeds of the award upon or in reduction of the indebtedness, whether due or not, or make those proceeds available for repair, restoration or rebuilding of the Premises in accordance with plans and specifications to be submitted to and approved by the Mortgagor. In any case where proceeds are made available for repair, rebuilding or restoration, the proceeds of the award shall be paid out in the same manner and under the same conditions provided in Paragraph 6 hereof for the payment of insurance proceeds toward the cost of repair, rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of repair, rebuilding, restoration and the reasonable charges of the disbursing party shall, at the option of Mortgagor, be applied on account of the indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagor. No interest shall be allowed to Mortgagor on account of any proceeds of any award held by the Mortgagor.

19. RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGOR'S OBLIGATIONS. Mortgagor shall release (in whole or partially) this Mortgage and the lien (in whole or partially) by proper instrument upon payment and discharge of all indebtedness (or applicable agreed portion) secured hereby (including any prepayment charges and late charges provided for herein or in the Note) and upon payment of a reasonable fee to Mortgagor for the preparation and execution of such proper instrument as shall be determined by Mortgagor in its absolute discretion.

20. GIVING OF NOTICE. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof, by certified mail addressed to the Mortgagor or to the Mortgagor, as the case may be, at the respective addresses set forth on the first page hereof or at such other place as any party hereto may by notice in writing designate as a place for service of notice hereunder.

21. WAIVER OF DEFENSE. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

22. WAIVER OF STATUTORY RIGHTS. Mortgagor shall not and will not (nor shall any beneficiary of Mortgagor) apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, including its beneficiary, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or judgment or foreclosure of the lien of this Mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, except judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

23. FURNISHING OF FINANCIAL STATEMENTS TO MORTGAGOR. Mortgagor covenants and agrees that it will keep and maintain, or cause its beneficiary or beneficiaries from time to time to keep and maintain, books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagor and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with generally accepted accounting principles consistently applied.

23.1 Mortgagor covenants and agrees to furnish to the Mortgagor, within ninety (90) days following the end of every fiscal year applicable to the operation of the improvements on the Premises, a copy of a report of the operations of the improvements on the Premises for the year then ended, to be certified by the Mortgagor or its beneficiary (or a general partner, if the beneficiary of Mortgagor is a partnership or the chief financial officer if the beneficiary of Mortgagor is a corporation) satisfactory to the Mortgagor, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. Each such certificate to each such annual report shall certify that the certifying party examined such records as were deemed necessary for such certification and those statements are true, correct and complete.

23.2 If Mortgagor fails to furnish promptly any report required by Paragraph 23.1, the Mortgagor may elect (in addition to exercising any other right, remedy and power) to make an audit of all books and records of Mortgagor and its beneficiaries which in any way pertain to the Premises and to prepare the statement or statements which Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent Certified Public Accountant to be selected by the Mortgagor. Mortgagor shall pay all expenses of the audit and other services which expenses shall be secured hereby as additional indebtedness and shall be immediately due and payable with interest thereon at the rate set forth in the Note applicable to a period when default exists hereunder.

24. FILING AND RECORDING CHARGES AND TAXES. Mortgagor will pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all other documents securing the Note and all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and all other documents securing the Note and all assignments thereof.

25. BUSINESS PURPOSE; USURY EXEMPTION. Mortgagor hereby represents, or if applicable Mortgagor has been advised by its beneficiaries, that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 8404 of Chapter 17 of the 1981 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes with the purview and operation of said paragraph.

26. MISCELLANEOUS. Binding Nature. This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagor named on Page 1 hereof and its successors, grantees, assigns, each subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor; and the word "Mortgagor" when used herein shall include all such persons and all persons primarily and secondarily liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage and shall also include any beneficiary of Mortgagor, direct or indirect.

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15. APPOINTMENT OF RECEIVER OR MORTGAGEE IN POSSESSION. Upon, or at any time after, the commencement of an action to recover this
entitled interest as their rights may appear.

All items, the Mortgagor shall appear in and defend any suit, action or proceeding in law or equity in any way in the sole judgment of Mortgagor affecting the rights and powers of Mortgagor hereunder or under any document given at any time in securing the value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagor hereunder in respect of the Premises, including costs of suit, fees, expenses, attorney's fees, and all other expenses incurred in connection therewith, and the sum of such expenses shall be secured by this Mortgage, and shall bear interest at the rate specified in the Note applicable to a period when an unexpired delinquent axis is therunder, and such interest shall be due and payable on demand.

to do so accurately or completely by means of any other method, shall be liable to pay to the claimant the amount of any damage suffered by him as a result of the non-compliance with the requirements of section 10(1) of the Act.

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MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

U 3717704

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THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") is made as of April 25, 1988, by

Initials:

Cole Taylor Bank/Main, not personally, but as Trustee under Trust Agreement dated August 18, 1976 and known as Trust No. 76-1217,

_____ and _____,

_____, a _____ corporation,

_____, a _____ limited partnership.

d/b/a _____, a _____ general partnership or joint venture,

("Mortgagor") whose mailing address is c/o David Miller, 3801 Mission Hills,
Northbrook, IL

In favor of First Illinois Bank of Evanston, N.A. ("Mortgagee"), whose mailing address is 800 Davis, Evanston, Illinois 60204.

Mortgagor or XXXXXXXXXXXXXXXXXXXXXX is justly indebted to the Mortgagee in the principal sum of Two Hundred Fifty Thousand and no/100

Dollars (\$ 250,000.00) evidenced by a certain PROMISSORY NOTE of even date herewith ("Note"), made payable to the order of and delivered to the Mortgagee, whereby the obligor promises to pay the Note, late charges, prepayment premiums (if any) and interest at the rate or rates, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on May 1, 1993. All such payments on account of the indebtedness secured hereby shall be applied first to interest on the unpaid principal balance of the Note, secondly to any other sums due thereunder, thirdly to all other advances and sums secured hereby, and the remainder to principal.

Mortgagor, in order to secure the payment of said principal sum of money and said interest and late charges and prepayment premiums, if any, in accordance with the terms, provisions and limitations of this Mortgage and of the Note, either directly or indirectly as evidenced by a guaranty of payment of performance executed by the Mortgagor or beneficiary of Mortgagor and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, Mortgagor does, by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto the Mortgagee and its successors and assigns, the following described real estate and all of its present and hereafter acquired estate right, title and interest therein, situated, lying and being in the County of Cook and State of Illinois to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

Commonly known as 2545 West Peterson Avenue, Chicago, Illinois which, with the property hereinafter described, is collectively referred to herein as the "Premises."

This instrument Prepared By: Theresa A. Davies

and Shall be Returned to: First Illinois Bank of Evanston, N.A.
Attn: Theresa A. Davies
800 Davis Street
P.O. Box 712
Evanston, Illinois 60204-0712

Real Estate Tax I.D. No. _____

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IN DUPLICATE -
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Page 8 of 8 pages

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GIVEN under my hand and notary seal this
day of June 1988

I, the undersigned, in the State of Florida, do hereby certify that a Notary Public has signed and sealed the following instrument(s) before me this day in the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument as personal knowledge to me to be the same person(s) whom I know to be the same person(s). I declare under penalty of perjury that the foregoing is true and correct.

COUNTY OF
Cook

ANSWER

[80]

ATTEST:

corporation _____ (state)

CORPORATION:

ALIEST

Colle Taylor Bank/Martin
as Trustee under Agreement dated 18 August 1976
Trust No. 76-1217
and known as
and not personally.
and known as
Vice President
By

LAND TRUST

183

HS:

54

Joint venture
(state) (limited/general)
Partnership

8

(name of partnership or joint venture)

PARTNERSHIP/JOINT VENTURE:

IN WITNESS WHEREOF, the mortgagee has executed this instrument as of the day and year first above written.

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dinate financing liens, beneficiary (if appropriate) and Mortgagor agree that if this Paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntary or by operation of law) without the Mortgagor's prior written consent shall be an event of default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an event of default hereunder:

- (a) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises or the beneficial interest or power of direction under the trust agreement with the Mortgagor, if applicable;
- (b) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor, (if a corporation) or the corporation which is the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor, or of any corporation directly or indirectly controlling such beneficiary corporation;
- (c) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any general partnership interest of the limited partnership or general partnership (herein called the "Partnership") which is the Mortgagor or the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor;
- (d) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of any corporation directly or indirectly controlling any such Partnership.

Any consent by the Mortgagor, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagor upon a subsequent event of default under this Paragraph.

30. HAZARDOUS MATERIALS. Mortgagor and its beneficiary (for purposes of this paragraph, collectively "Mortgagor") represents, warrants and covenants that Mortgagor has not used Hazardous Materials (as defined hereinafter) on, from, or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of Mortgagor's knowledge, no prior owner of the Premises or any tenant, subtenant, prior tenant or prior subtenant have used Hazardous Materials on, from, or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials. Without limiting the foregoing, Mortgagor shall not, use, or permit the Premises to be used to generate, manufacture, refine, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor, or any tenant or subtenant, a release of Hazardous Materials onto the Premises or onto any other property. Mortgagor shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomsoever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. Mortgagor shall (a) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Premises (i) in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and policies; (ii) to the satisfaction of Mortgagor, and (iii) in accordance with the orders and directives of all federal, state and local governmental authorities, and (b) defend, indemnify and hold harmless Mortgagor, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of Mortgagor, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event the Mortgage is foreclosed, or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to Mortgagor free of any and all Hazardous Materials, so that the condition of the Premises shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises. For purposes of this paragraph 30, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation. Further, in the event that Mortgagor undertakes building renovation or demolition involving at least 260 linear feet of friable asbestos material on pipes or at least 160 square feet of friable asbestos material are stripped or removed from the Premises, the Mortgagor will notify the Environmental Protection Agency as early as possible before the renovation begins. The provisions of this paragraph 30 shall be in addition to any and all other obligations and liabilities Mortgagor may have to Mortgagor at common law, and shall survive the transactions contemplated herein.

Initials:

31. REVOLVING CREDIT. In the event that the box is checked to signify that this Mortgage secures a revolving credit note, this Mortgage shall secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgagor, or otherwise, as are made within twenty years from the date hereof, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness that is secured hereby may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the Premises, with interest on such disbursements.

32. EXCULPATORY. In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is executed by the Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral hereby mortgaged, conveyed and assigned and to any other security given at any time to secure the payment thereof.

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4. MORTGAGEE'S INTEREST IN AND USE OF TAX AND INSURANCE DEPOSITS; SECURITY INTEREST. In the event of a default hereunder the mortgagor may, at his option but without being required to do so, apply by written notice to the trustee or master of the deposit account or to the trustee or master of the insurance premium account or to the trustee or master of the tax account, for the return of the same to the mortgagor or to the then owner or owner-in-common of the premises as the same appear on the records of the mortgagee, or designations contained herein or in the name of the mortgagee may effect. When the deposit account or any part thereof is deposited with any master or trustee, the trustee or master may, at his option but without being required to do so, apply by written notice to the trustee or master of the deposit account or to the trustee or master of the insurance premium account or to the trustee or master of the tax account, for the return of the same to the mortgagor or to the then owner or owner-in-common of the premises as the same appear on the records of the mortgagee, or designations contained herein or in the name of the mortgagee may effect.

3. INSURANCE DEPOSITS. For the purpose of providing funds with which to pay premiums when due on all policies of fire & other hazard insurance covering the Premises and the Callateral (defined below) and unless otherwise provided in writing, Wong-oh shall deposit with the Mortgagor an amount equal to the sum of the principal and interest due and payable on such premiums plus interest thereon at the rate of six percent (6%) per annum from the date of deposit until paid in full.

or interest, deposit with the Mortgagor the full amount of any such deficiency.

3. TAX DEPOSITS. Unless waived from time to time by Mortgagor, each month following the date of distribution of the proceeds of the loan secured hereby and on the first day of each month thereafter until the date of maturity of the Mortgagagee's interest in the property, Mortgagor shall deposit with the Mortgagagee in writing, amounts equal to the amount of all taxes and assessments (general and special) next due upon or for the premises (the amount of such taxes next due to be based upon the Mortgagagee's estimate as to the amount of taxes and assessments to be levied and assessed reduced by the amount of any tax deposit with the mortgagee, divided by the number of months in advance to be paid before two months interest to Mortgagor and are to be used for the payment of taxes and assessments (general and special) on the first day of each month thereafter until the date of maturity of the Mortgagagee's interest in the property, or for any other purpose which may be specified in the Mortgagagee's direction, provided that such taxes and assessments (general and special) in full, if the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit of deposits. Said deposit shall need not be kept separate and apart from any other funds of the Mortgagagee.

or assesses marital debt. Mortgagor may desire to control in the manner it now stands by law.

1. **IMPLEMENTATION OF PRINCIPLE 1**: **PRINCIPAL AND SUBORDINATE DOMAINS**. The implementation of Principle 1 is primarily based on the principle of delegation of authority. It involves creating a hierarchical structure where authority is delegated from one level to another. This delegation of authority is done through the creation of sub-domains or sub-principles. These sub-principles are created by identifying specific areas of responsibility and delegating authority over those areas to a lower-level domain. For example, if a company has a domain for sales, it can create sub-domains for different regions like North America, Europe, and Asia. Each of these sub-domains will have its own set of principles and procedures. This delegation of authority helps in ensuring that decisions are made at the most appropriate level, leading to better efficiency and accountability.