

12-2384

Legal description affects property on Certificate # 4710984 and other property

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto pertaining or belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and including but not limited to all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water light, power, sanitation, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the operation of a building now or hereafter located upon said premises, it being understood that the enumeration of any

See Exhibit "A" attached hereto and by express reference made a part hereof.

NOW, THEREFORE, Mortgagee, in consideration of said debt and to secure the payment of both principal and interest thereof, in accordance with the terms and provisions of the Note and in accordance with the terms, provisions and limitations of this mortgage, and to secure the performance of the covenants and agreements herein and in the Note (contained, to be performed by Mortgagee, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALLEN and CONVEY unto Mortgagee, its successors and assigns, the real estate described in Schedule A attached hereto and made a part hereof and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, and State of Illinois which, with the property hereinafter described, is referred to as the "premises", which is more particularly described as follows:

NOW, WHEREAS, Mortgagee has concurrently herewith executed and delivered a promissory note bearing even date herewith, in the principal sum of Two Million and 00/100 Dollars (hereafter referred to as the "Note") in and by which Note Mortgagee promises to pay the principal sum and interest thereon at the rate and in installments as provided in the Note. All of said principal and interest are made payable at such place as the holder or holders of the Note (the "holders") may, from time to time, in writing appoint, and in absence of such appointment, then at the office of NBD Highland Park Bank, N.A., in Highland Park, Illinois.

W I T N E S S E T H:

THIS MORTGAGE made December 5, 1988, by and between NBD Trust Company of Illinois, Successor Trustee to NBD Highland Park Bank, N.A. and First National Bank of Highland Park, as Trustee under agreement dated August 19, 1986 and known as Land Trust Number 4172-HP ("Mortgagee"), and NBD HIGHLAND PARK BANK, N.A., (the "Mortgagee").

M O R T G A G E

THIS IS A JUNIOR MORTGAGE

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2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent

Payment of Taxes

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep the premises in good condition and repair, without waste, and free of mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises on a parity with or superior to the lien hereof and comply with all requirements of all loan documents evidencing or securing such indebtedness, and upon request, exhibit satisfactory evidence of the discharge of such prior lien to mortgagee; (d) complete within a reasonable time any building or buildings or any improvements now or at any time in the process of erection upon the premises; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (f) make no material alterations in the premises without Mortgagee's written consent, except as required by law or municipal ordinance; (g) suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning variation or reclassification, without Mortgagee's prior written consent; (i) pay each item of indebtedness secured by this mortgage when due according to the terms hereof or of the Note.

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Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

specific articles of property shall in no wise result in or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate and conveyed and mortgaged hereby. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this mortgage is hereby deemed to be, as well, a security agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagee hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations.

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(b) Liability insurance with such limits for personal injury and death and property damage as mortgagee may require;

(a) All buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, tornado, windstorm and extended coverage perils and such other hazards as may reasonably be required by mortgagee (including, without limitation on the generality of the foregoing, war damage insurance whenever in the opinion of mortgagee such protection is necessary and is available from an agency of the United States of America) in an amount which is the greater of the principal amount of the loan secured hereby or ninety percent (90%) of the replacement value of the buildings and improvements constituting the premises or, in such greater amount as may become necessary to prevent the application of any provision in such insurance policy relating to co-insurance;

4. Mortgagee shall procure and maintain the following insurance coverage with respect to the premises:

Insurance

3. Mortgagee covenants and agrees to deposit upon request of mortgagee at such place as mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of mortgagee on the first day of each month hereafter until the indebtedness secured by this mortgage is fully paid, a sum equal to one-twelfth of the last total annual taxes and assessments for the last ascertainable year (general and special) on said premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed, or to be constructed, in which event the amount of such deposits shall be based upon mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). Mortgagee, concurrently with the assignment of this mortgage, will also deposit with mortgagee an amount, based upon the taxes and assessments so ascertainable or so estimated by mortgagee, as the case may be, for taxes and assessments on said premises, on the accrual basis, for the period from January 1, succeeding the year for which all taxes and assessments have been paid, to and including the date of the first deposit in this section hereinafter mentioned. Such deposits are to be held without any allowance or interest and are to be used for the payment of taxes and assessments (general and special) on the premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) for any year when the same shall become due and payable, mortgagee shall within ten (10) days after receipt of demand therefor, deposit such additional funds as may be necessary to pay 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 or deposits.

Tax Deposits

default hereunder mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which mortgagee may desire to contest.

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6. In case of loss, Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. Such insurance proceeds may, at the option of Mortgagee, either be applied in payment or reduction of the indebtedness secured hereby,

Adjustment of Losses with Insurer and Application of Proceeds of Insurance

5. In the event of a default in any of the provisions contained in this mortgage or in the Note, Mortgagee may at its option, without being required to do so, apply any moneys at the time on deposit pursuant to any provision of this mortgage, as any one or more of the same may be applicable, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as Mortgagee may elect. Upon the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held to be irrevocably applied by the depositary for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that neither Mortgagee nor said depositary shall be liable for any failure to apply to the payment of taxes and assessments or insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested said depositary in writing to make application of such funds to the payment of the particular taxes or assessments or the payment of the particular insurance premiums as the case may be for payment of which they were deposited, accompanied by the bills for such taxes and assessments or insurance premiums.

Mortgagee's Interest in and Use of Deposits

All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with mortgage clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days' prior written notice to Mortgagee. Mortgagee shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, to Mortgagee, 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.

(d) Loss of rental insurance in an amount equal to the full value of twelve (12) months' rent under leases in effect, from time to time, for the lease of any space in the premises.

(c) Flood insurance in an amount satisfactory to Mortgagee if the premises should ever be included in a special flood hazard area as designated by the Federal Insurance Administration; and

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7. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgage, any tax is due or becomes due in respect of the issuance of the Note, or recording of this mortgage, Mortgage and agrees to pay such tax in the manner required by any such law. Mortgage further covenants to hold harmless and agrees to indemnify Mortgage, its

Stamp Tax

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be applied in payment or reduction of the indebtedness secured hereby or in payment or reduction of the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if it shall then be entitled to the same or as the court may direct. In case of the foreclosure of this mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redemptory may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeptor. In the event of foreclosure sale, Mortgage is hereby authorized, without the consent of Mortgage, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgage may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

whether the or not, or be held by Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagee is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon Mortgagee's being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve. If the estimated costs of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, Mortgagee shall also be furnished with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

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All moneys paid for any of the purposes herein authorized and all expenses paid tax sale or forfeiture affecting the premises or contest any tax or assessment, any tax lien or other prior lien or title or claim thereof, or redeem from any on prior encumbrances, if any, and purchase, discharge, compromise or settle and may, but need not, make full or partial payments of principal or interest encumbrance, required of Mortgagor, in any form and manner deemed expedient, securing the indebtedness secured hereby or any indebtedness secured by a prior payment or perform any act herein or in any loan documents evidencing or

Mortgagee's Performance of Defaulted Acts; Subrogation

11. In case of default therein, Mortgagee may, but need not, make any declaration all of the indebtedness secured hereby to be and become due and payable such event, Mortgagee may elect, by notice in writing given to Mortgagor, to imposition of interest beyond the maximum amount permitted by law, then and in to make such payment or (b) the making of such payment might result in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor assessments, or reimburse Mortgagee therefor; provided, however, that if in the event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or this mortgage or the debt secured hereby or the holders, then, and in any such interest in the property, or the manner of collection of taxes, so as to affect the taxation of mortgages or debts secured by mortgages or the mortgagee's required to be paid by Mortgagor, or changing in any way the laws relating to the whole or any part of the taxes or assessments or charges or liens herein purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of in which the premises are located deducting from the value of land for the 10. In the event of the enactment after this date of any law of the state

Effect of Changes in Laws Regarding Taxation

notwithstanding such extension, variation or release. recourse against all such persons being expressly reserved by Mortgagee, lien and all provisions hereof shall continue in full force, the right of assent to such extension, variation or release, and their liability and the time hereafter liable therefor, or interested in the premises, shall be held to varied or if any part of the security be released, all persons now or at any 9. If the payment of said indebtedness or any part thereof be extended or

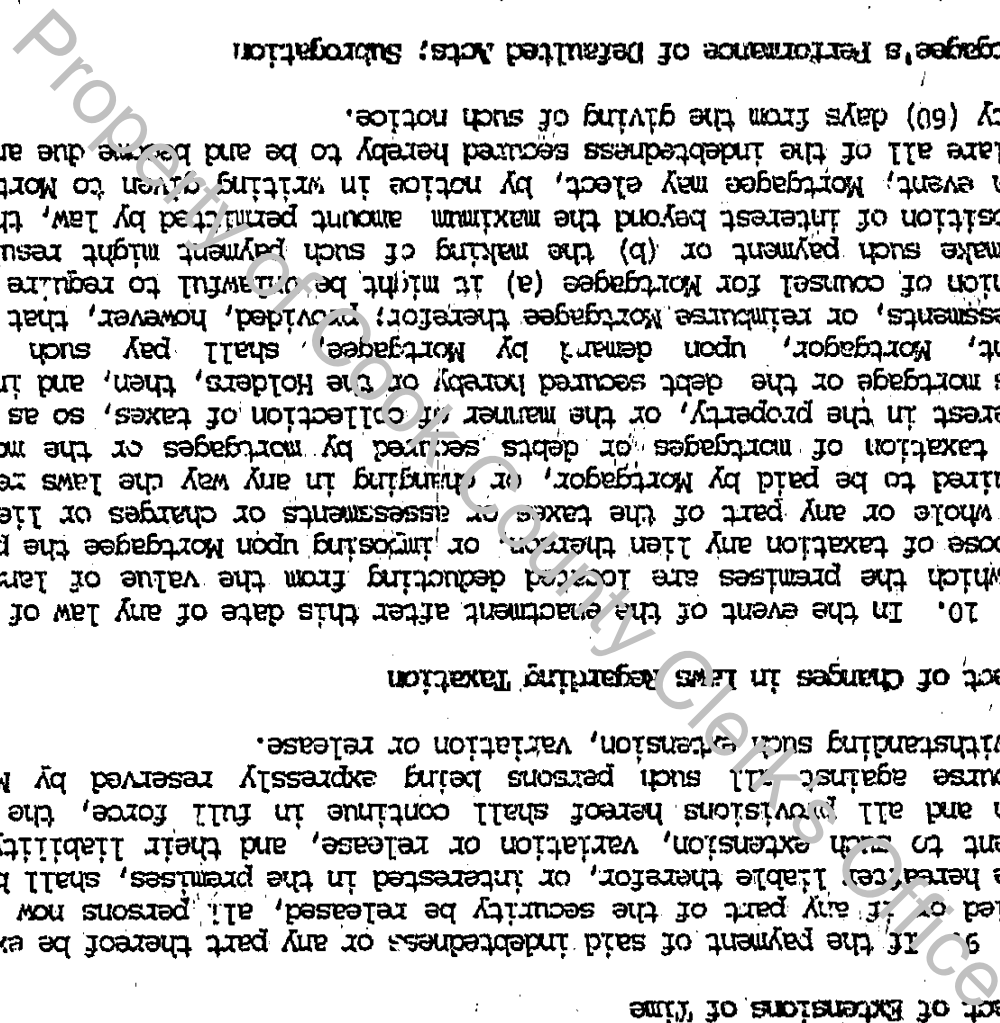
Effect of Extensions of Time

8. At such time as Mortgagor is not in default either under the terms of the Note or under the terms of this mortgage, the Mortgagor shall have the privilege of making prepayments on the principal of the note (in addition to the required payments) in accordance with the terms and conditions set forth in the Note.

Prepayment

8. At such time as Mortgagor is not in default either under the terms of the Note or under the terms of this mortgage, the Mortgagor shall have the privilege of making prepayments on the principal of the note (in addition to the required payments) in accordance with the terms and conditions set forth in the Note.

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secured hereby due and payable pursuant to paragraph 36 hereof; or (f) default thereof; or (e) Mortgagee shall have the right to declare the indebtedness receiver or trustee or liquidator of all of its property or the major part of its property as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part of its property as they become due, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part of its property as they become due; or (d) Mortgagee or any Affiliated Person shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part of its property as they become due; or (c) Mortgagee or any Affiliated Person shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagee or any Affiliated Person or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of Mortgagee or any Affiliated Person or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagee or any Affiliated Person, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (b) Mortgagee or any Affiliated Person shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part of its property as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part of its property as they become due; or (a) default be made for five (5) days in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) Mortgagee or any Affiliated Person shall file a petition in voluntary bankruptcy or under any provision of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within ten (10) days, as hereinafter provided; or (c) Mortgagee or any Affiliated Person shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagee or any Affiliated Person or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of Mortgagee or any Affiliated Person or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagee or any Affiliated Person, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (d) Mortgagee or any Affiliated Person shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part of its property as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part of its property as they become due; or (e) Mortgagee shall have the right to declare the indebtedness secured hereby due and payable pursuant to paragraph 36 hereof; or (f) default

Acceleration of Indebtedness in Case of Default

12. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

Mortgagee's Balance on Tax Bills, Etc.

or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the post maturity rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagee. Should the proceeds of the Note or any part thereof, or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the premises or any part thereof on a parity with or prior or superior to the lien hereof, then as additional security hereunder, the Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released or record by the holder thereof upon payment.

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14. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. It is further agreed that if default be made in the payment of any part of the secured indebtedness as an alternative to the right of foreclosure for the full secured indebtedness after acceleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire secured indebtedness due (such proceeding being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure sale is made because of default of a part of the secured indebtedness, such sale may be made subject to the continuing lien of this mortgage for the unsecured part of the secured indebtedness; and it is agreed that such sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unsecured part of the secured indebtedness, but as to such unsecured part 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. 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 secured indebtedness by reason of any unsecured default or default upon which such partial foreclosure was predicated or by reason of any other defaults, 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 unsecured part of the secured indebtedness, it being the purpose to provide for a partial foreclosure sale of the secured indebtedness for any matured portion of the secured indebtedness without exhausting the power to foreclose and to sell the premises pursuant to any such partial foreclosure for any other part of the secured indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

In any suit to foreclose the lien hereof (including any partial foreclosure) or to enforce any other remedy of Mortgagee under this mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies,

shall be made in the due observance or performance of any other of the covenants, agreements or conditions herebefore or hereinafter contained, required to be kept or performed or observed by Mortgagee or any Affiliated Person and the same shall continue for ten (10) days, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagee.

Foreclosure; Expense of litigation

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16. Upon, or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the 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 mortgages hereunder or any holders may be appointed as such receiver. Such receiver shall have power: (a) to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) all other powers

Appointment of Receiver

15. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Section hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to mortgagor, its successors or assigns, as their rights may appear.

Application of Proceeds of Foreclosure Sale

14. The true condition of the title to or the value of the premises, and such expenditures and expenses of the nature in this Section mentioned, and the maintenance of the lien of this mortgage, including the fees of any attorney employed by mortgagor in any litigation or proceeding affecting this mortgage, the Note or the premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable to mortgagor, with interest thereon at the post maturity rate and shall be secured by this mortgage.

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Nothing herein contained shall be construed as constituting a mortgage in possession in the absence of the taking of actual possession of the premises by Mortgagee pursuant to Section 19 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagee.

Mortgagee represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than one installment in advance and that the payment of none of the rents for any portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagee. Mortgagee waives any rights of setoff against any person in possession of any portion of the premises. Mortgagee agrees that it will not assign any of the rents or profits of the premises, except to a purchaser or grantee of the premises.

17. To further secure the indebtedness secured hereby, Mortgagee hereby sells, assigns and transfers unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the aforesaid thereunder, to Mortgagee. Mortgagee hereby irrevocably appoints Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in Section 19 hereof) to rent, lease or let all or any portion of the premises to any party or parties on such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said aforesaid rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the premises, with the same rights and powers and subject to the same limitations, exonerations of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Section 19 hereof.

Assignment of Rents and Leases

which may be necessary to are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

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19. In any case in which under the provisions of this mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereof, forthwith, upon demand of Mortgagee, Mortgagee shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers and accounts of Mortgagee or then owner of the premises relating thereto, and may exclude Mortgagee, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of Mortgagee, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed

Mortgagee's Right of Possession in Case of Default

18. To further secure the indebtedness described in and secured hereby, Mortgagee has sold, assigned and transferred unto Mortgagee, its successors and assigns any interest of Mortgagee as lessor in any lease or leases now or hereafter existing with respect to the premises. Mortgagee expressly covenants and agrees that if the lessee or any of the lessees under said lease or leases so assigned or Mortgagee, as lessor therein, shall fail to perform and fulfill any term, covenant, condition or provision in said lease or leases, or any of them, on its or their part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, or if Mortgagee shall suffer or permit to occur any breach or default under the provisions of the assignment of leases of the premises and such default shall continue for ten (10) days, then and in any such event, such breach or default shall constitute a default hereunder and at the option of Mortgagee, and without notice to Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Note or in this mortgage to the contrary, become due and payable as in the case of other defaults.

Lease Assignment

Although it is the intention of the parties that the assignment contained in this Section 17 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section until a default shall exist under this mortgage or the Note.

Mortgagee further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

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(a) To the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and

20. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 17 and Section 19 hereof shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as Mortgagee may determine:

Application of Income Received by Mortgagee

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagee shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagee shall reimburse Mortgagee therefor immediately upon demand.

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proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagee to cancel the same; (b) to elect to discontinue any lease or sublease which is then subordinate to the lien hereof; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagee and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption for sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagee.

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22. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagee to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. In the event Mortgagee is authorized by Mortgagee's election as aforesaid to build or restore, the proceeds of the award shall be paid out in the same manner as is provided in Section 6 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagee had elected at the time of such application of proceeds (or if Mortgagee then has no such election, at the first succeeding date on which Mortgagee could so elect) to prepay the indebtedness in accordance with the terms of the Note.

Condemnation

21. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

Mortgagee's Right of Inspection

(d) To the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, betterments, and improvements of the premises, and of placing the premises in such condition as will, in the judgment of Mortgagee, make it readily rentable;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the premises;

other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;

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25. 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. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this mortgage or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this mortgage nor its enforcement whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that

Waiver of Defense; Remedies Not Exclusive

or at such other place as either party hereto may by notice in writing designate as a place for service of notice shall constitute service of notice hereunder.

NBD Highland Park Bank, N.A.
513 Central Avenue
Highland Park, IL 60035

MORTGAGE

NBD Trust Company of Illinois
Land Trust #1172-HP
513 Central
Highland Park, Illinois 60035 and
Kalamont Enterprises, Inc.
4747 W. Peterson
Chicago, Illinois

MORTGAGE

24. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the delivery thereof to the individual to whom addressed or the mailing thereof by certified mail addressed to

Giving of Notice

23. If Mortgagor shall fully pay all principal and interest on the Note, and all other indebtedness secured hereby and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, then this mortgage shall be null and void. Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

Release Upon Payment and Discharge of Mortgagor's Obligations

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30. The word "Mortgage" when used herein shall include: (a) the original Mortgage named in the preambles hereto; (b) said original Mortgage's

Definitions of "Mortgage," "Mortgagee" and "Affiliated Persons"

29. This mortgage and all provisions hereof, shall be binding upon Mortgagee and all persons claiming under or through Mortgagee, and shall inure to the benefit of the Holders from time to time and of the successors and assigns of the Mortgagee.

Binding on Successors and Assigns

28. "Post maturity rate" as used herein shall mean interest at two percent (2%) in excess of rate of interest on the Note.

Post Maturity Rate

26. Mortgagee shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagee for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the premises marshaled from 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. Mortgagee hereby waives any and all rights redemption from sale under any order or decree of foreclosure of this mortgage on behalf of the Mortgagee, and all persons beneficially interested therein, and each and every person except decree or judgment creditors of Mortgagee 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. The foregoing waiver of right of redemption is made pursuant to the provisions of section 19a of "An Act in regard to judgments and decrees, and the manner of enforcing them by execution, and to provide for the redemption of real estate sold under execution or decree and for the release of liens on real estate by satisfaction of money judgments by the court," approved March 22, 1872, as amended (Ill. Rev. Stats., ch. 110, Sec. 12.125).

Waiver of Statutory Rights

Mortgagee shall be entitled to enforce this mortgage and any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given herein to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies. No waiver of any default of the Mortgagee hereunder shall be implied from any omission by the Mortgagee or Holders to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

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(e) The construction of said improvements is and will be in compliance with all governmental regulations and zoning and building laws and ordinances of the municipality in which the premises are located and with all building restrictions of record, and Mortgagor will furnish satisfactory evidence to Mortgagee of such compliance.

(11) Complete the construction, alteration or remodeling of said improvement and enter into the necessary contracts therefor. All moneys so expended, whether of not the resulting indebtedness secured hereby may exceed the face amount of the Note, shall be so much additional indebtedness secured by this mortgage, and any moneys expended in excess of the mortgage note shall be payable on demand, with interest at the post maturity rate.

(1) Declare the entire principal indebtedness and interest thereon due and payable;

(d) Upon default in any of the covenants in (a), (b) or (c), the Mortgagee may (but need not):

(c) In any event, said construction shall be completed not later than June 15, 1988.

(b) There shall be no storage of construction for a period longer than thirty (30) days, except for matters beyond the reasonable control of Mortgagor.

(a) The improvements to be erected on the premises shall be completed in accordance with the plans and specifications deposited with Mortgagee.

32. If this is a construction mortgage, as said term is defined in Section 9-323 (1) (c) of the Uniform Commercial Code, Mortgagor further covenants and agrees that the loan secured hereby is a construction loan and that:

Disturbance of Loan Proceeds for Construction of Improvements
31. The captions and headings of various paragraphs of this mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Captions

and Mortgagee identified in the preamble hereof.
The words "Affiliated Persons" when used herein shall mean any and all of: (a) guarantor of any of the obligations of Mortgagor under the Note, this mortgage, or any Loan Agreement; (b) if Mortgagor is a trustee, beneficiaries of the trust, including the general partners of any general or limited partnership which is a beneficiary of the trust. The words "holders" and "mortgagees" when used herein shall include all successors and assigns of the original holders and Mortgagee identified in the preamble hereof.

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34. Mortgagor and Mortgagee intend and believe that each provision in this mortgage and the Note conforms with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this mortgage or the Note

Partial Invalidity; Maximum Allowable Rate of Interest

33. Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee, or cause any Affiliated Person to execute, acknowledge and deliver to Mortgagee, a Security Agreement, Financing Statement or other similar security instruments, in form satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor or such Affiliated Person, as the case may be, which in the sole opinion of Mortgagee is essential to the operation of the premises and which constitutes goods within the meaning of the Uniform Commercial Code or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this mortgage under the laws of the state in which the premises are located, and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of this mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and refiling of any such document.

Execution of Separate Security Agreement, Financing Statements, Etc.

It is understood and agreed with respect to subsequent purchasers and mortgagees without actual notice, none of the indebtedness for moneys expended for completion of the construction of improvements as hereinabove in this section 32 recited nor any advances or indebtedness arising or accruing under the loan agreement shall result in an increase of the indebtedness secured and to be secured hereby, or of the face amount of the Note.

(f) The proceeds of the loan secured hereby are to be disbursed by Mortgagee to Mortgagor in accordance with the provisions contained in one or more of: (i) the application for loan; (ii) the commitment for loan; and (iii) a certain Construction Loan Agreement or Building Loan Agreement. Said application, commitment and Construction Loan Agreement or Building Loan Agreement, or such of the same as may have been executed are hereinafter collectively referred to as "Loan Agreement," and are incorporated herein by express reference. All advances and indebtedness arising and accruing under the Loan Agreement from time to time, whether or not the resulting indebtedness secured hereby may exceed the face amount of the Note shall be secured hereby to the same extent as though said Loan Agreement were fully incorporated in this mortgage, and the occurrence of any event of default under said Loan Agreement shall constitute a default under this mortgage entitling Mortgagee to all of the right and remedies conferred upon Mortgagee by the terms of this mortgage (including those set forth in subparagraph (d) of this section 32) or by law, as in the case of any other default.

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(b) The assignment of the beneficial interest in the trust constituting the Mortgage, whether by operation of law, voluntarily or otherwise;

(a) The transfer of title to all or any portion of the premises, whether by operation of law, voluntarily or otherwise;

36. Mortgagee shall not suffer or permit any of the following to occur without first procuring Mortgagee's prior written consent, which consent shall not be unreasonably withheld:

Maintenance of Mortgagee's and Affiliated Persons' Interests, Additional Financing

35. At all times, regardless of whether any loan proceeds have been disbursed, this mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commitments, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

Mortgagee's Lien for Service Charge and Expenses

not to the payment of interest.

applied to the reduction of the unpaid principal balance due under the Note and highest lawful rate, such amount which would be excessive interest shall be exceeded the highest lawful rate, interest an amount which would exceed the amount the Holders shall ever receive as interest an amount which would be refused to the limit of such validity and it from any jurisdiction may be applicable hereto, then, ipso facto, the obligation to be transcending the limit of validity prescribed by law which a court of competent at the time performance of such provision shall be due, shall involve any provision hereof or of the Note or any other agreement referred to herein, applicable usury laws. If, from any circumstances whatsoever, fulfillment of money to be advanced hereunder exceed the highest lawful rate permissible under agreed to be paid to the Holders for the use, forbearance or detention of the unpaid principal balance of the Note, or otherwise, shall the amount paid or reason of advancement of the proceeds hereof, acceleration of maturity of the expressly limited so that in no contingency or event whatsoever, whether by Mortgagee and Mortgagee under the remainder of this mortgage and the Note shall continue in full force and effect. All agreements herein and in the Note are not contained therein, and that the rights, obligations and interest of invalid, unlawful, void or unenforceable portion, provision or provisions were remainder of this mortgage and the Note shall be construed as if such illegal, Mortgagee that such portion, provision, provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the unenforceable as written, then it is the intent both of Mortgagee and of this mortgage and the Note to be illegal, invalid, unlawful, void or policy, and if such court should declare such portion, provision or provisions federal ordinance, statute, law, administrative or judicial decision, or public is found by a court of law to be in violation of any applicable local, state or

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37. Mortgagor represents that (1) Mortgagor has not used Hazardous Materials (as defined hereinafter) on, from or affecting the premises in any manner which violates federal, state or Illinois or any Illinois unit of local government's laws, ordinances, rules, regulations, 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, occupant, prior tenant, prior subtenant or prior occupant has 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 and, to the best of Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance. For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any flammable, explosive, 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. Section 9601, et. seq.), and in the regulations adopted and publications promulgated pursuant thereto.

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Hold harmless to Mortgagee

If any of the events set forth in subparagraphs (a) - (d) of this paragraph 35 shall occur without Mortgagor's prior written consent, Mortgagor shall have the right to declare the entire indebtedness secured hereby immediately due and payable and to exercise all rights and remedies granted to Mortgagor under this mortgage in the event of default hereunder. In the event Mortgagor declares the indebtedness due and payable pursuant to this paragraph 35, there shall be added to the principal balance secured hereby an amount equal to the prepayment penalty which would be due if a prepayment in full was then being made pursuant to the terms of the Note.

(d) The transfer, pledge or hypothecation, whether by operation of law, voluntarily or otherwise, of more than fifty percent (50%) of the voting stock of any corporate affiliated person or of any subsequent corporate mortgagor (other than a land trust mortgagor) who succeeds to title to the premises pursuant to this paragraph 35.

(c) The encumbering of title to the premises by the lien of any mortgage, trust deed or other instrument in the nature of the mortgage or trust deed, the collateral assignment, pledge or hypothecation of the beneficial interest in the trust constituting Mortgagor hereunder or the assignment, pledge or hypothecation of the avails, rents, issues or profits of the premises, as, in any case, security for any loan or obligation other than the loan secured hereby; or

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Mortgagor shall provide Mortgages, within fourteen (14) days after the Premises, including in particular, but not in limitation, any past military, industrial, or landfill use of the Premises, and specifically indicating in such response the presence, if any, of underground storage tanks; (11) If such underground storage tanks do exist, evidence of maintenance and repairs thereof, copies of any and all clean-up or removal orders issued by any federal, state or local governmental agency, and, if needed in Mortgages' judgment, evidence of removal of such underground storage tanks; and (12) Written indication from the regional office of the Federal Environmental Protection Agency, and any state Environmental Protection Agency whether the Premises have been used for the storage of oil, hazardous waste, any toxic substance, or any Hazardous Material.

Mortgagor shall (1) 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, under, from or affecting the premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of Mortgages, and in accordance with the orders and directives of all federal, state and local governmental authorities and (11) defend, indemnify and hold harmless Mortgages, 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, (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (c) any lawsuit brought or threatened, settlement, reached or government order relating to such Hazardous Materials, and/or (d) any violation of laws, orders, regulations, requirements of Mortgages, which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

Mortgagor shall keep or cause the premises to be kept free of hazardous materials, and, without limiting the foregoing, Mortgagor shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor a release of Hazardous Materials onto the premises or onto any other property, and Mortgagor shall use its best efforts to prevent any intentional or unintentional act or omission on the part of any tenant, subtenant or occupant from releasing Hazardous Materials onto the premises or onto any other property.

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Its: Trust Officer

Attest: *Cheryl A. Weston*

Its: Vice President and Trust Officer

By: *William H. Kellum*

NBD Trust Company of Illinois, Successor Trustee to NBD Highland Park and First National Bank of Highland Park, as Trustee under Trust Agreement dated August 19, 1986 and known as Land Trust Number 4172-HP

written.

IN WITNESS WHEREOF, NBD Trust Company of Illinois, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice Presidents or Assistant Vice Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above

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Guarantors, if any. and in said note provided or by action to enforce the personal liability of the hereunder shall look solely to the premises hereby conveyed for the payment holders of said note and the owner or owners of any indebtedness accruing its successors and said Company personally are concerned, the legal holder or claiming any right or security hereunder, and that so far as the Trustee and any, being expressly waived by Mortgagee and by every person now or hereafter covenant, either express or implied herein contained, all such liability, if may accrue thereon, or any indebtedness accruing hereunder, or to perform any Trustee or on said Company personally to pay the said note or any interest that in said note contained shall be construed as creating any liability on the said instrument, and it is expressly understood and agreed that nothing herein or warrants that it possesses full power and authority to execute this conferred upon and vested in it as such Trustee (and said Trustee hereby but as Trustee as aforesaid, in the exercise of the power and authority

This Mortgage is executed by NBD Trust Company of Illinois, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said 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 said note contained shall be construed as creating any liability on the said Trustee or on said Company personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said Company personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the Guarantors, if any.

38. This Mortgage, the Note and all other instruments evidencing and securing the loan secured hereby shall be construed, interpreted and governed by the laws of the State of Illinois, provided, however, that in the event all or any portion or portions of the premises are not located in said state, then and in such event the enforcement hereof against the premises, or portion or portions thereof, located outside of such state, and remedies therefor, shall be governed by the laws of the jurisdiction in which the premises or such portions are located.

Applicable Law

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Property of Cook County, Illinois

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FIN: 13-27-5C1-001-000

Parcel 6:
 The South 80' of the West 213' of the East 313' of the North West 1/4 of Section 27, Township 40 North, Range 13 East of the 3rd P.M., in Cook County, Illinois.

Also,
 The North 33' of the West 213' of the East 313' of the South West 1/4 of the North West 1/4 of Section 27, Township 40 North, Range 13 East of the 3rd P.M., in Cook County, Illinois.

Also,
 The East 1/2 of the South West 1/4 of the North West 1/4 (except the North 33' thereof) and except the West 169' of the North 1/2 thereof and except that part conveyed from right of way of the Chicago and Northwestern Railroad and except the West 33' and except the North 33' of the West 169' of the South 1/2 (except Diversey Avenue in Section 27, Township 40 North, Range 13 East of the 3rd P.M., in Cook County, Illinois.

Parcel 7:
 The South 1376.14' of the West 5' of the East 100' of the West 1/2 of the Northwest Quarter of Section 27, Township 40 North, Range 13 East of the 3rd P.M., lying North of the North line of Diversey Avenue and lying South of the South line of Belmont Avenue, Cook County, Illinois.

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Parcel 5: The west 30' of that part of North Kenton Avenue now vacated lying East of and adjoining Lots 1 and 10 aforesaid and East of and adjoining the East line of Block 3 produced 100' South all lying South of the South line of Diversey Avenue and North of the South line of Parker Avenue produced East 30' except the South 18' thereof in Block 3 in S. S. Hayes' Kelvin Grove addition to Chicago, a subdivision of the South West 1/4 of Section 27, Township 40 North, Range 13 East of the 3rd P.M., in Cook County, Illinois

Beginning at a point on the East line of Lot 10, 22' 6" North of the South East corner thereof running thence Northwesterly on a curve convex Northeastly and having a radius of 372' to a point on the North line of said Lot 6, 9 feet 4-1/4 inches East of the North West corner thereof all in Block 3 in S. S. Hayes' Kelvin Grove addition to Chicago, a subdivision of the South West 1/4 of Section 27, Township 40 North, Range 13 East of the 3rd P.M.

Parcel 4: That part of Lots 6, 7, 8, 9, and 10 and that part of the North and South 15' alley now terminated lying West of and adjoining said Lot 6 lying Northeastly of a line which is 9' Southwesterly of the following described line being nearly the center line of the present switch track described as follows:

Parcel 3: East and West 15' alley now terminated lying South and adjoining Lots 25, 26, 27, 28, 29, 30, 31, 32, and 33

Parcel 2: Lot 16 (excepting therefrom the East 25' thereof) and Lots 17, 18, 19, 20, 21, 22, 23, 24 and all of the East and West 15' alley now terminated lying North of and adjoining the West 1/2 of Lot 16 and Lots 17 and 18 and lying south of the adjoining Lots 19, 20, 21, 22, 23, and 24 in Block 3 in S. S. Hayes Kelvin Grove addition to Chicago, a subdivision of the South West 1/4 of Section 27, Township 40 North, Range 13 East of the 3rd P.M., in Cook County, Illinois

Parcel 1: Lots 1, 2, 3, 4, and 5, 25, 26, 27, 28, 29, 30, 31, 32, and 33 and all of the North and South 15' alley now terminated lying West of the adjoining Lots 1 to 5 and East of the adjoining Lot 33 and East of the East line of Lot 33 extended South to the South line of the terminated 15' alley South and adjoining said Lot 33.

EXHIBIT A

Attached and made a part hereto of Mortgage and Assignment of Lease and Rents dated December 5, 1988 between NBD Trust Company of Illinois, as Trustee under agreement dated August 19, 1986 and known as Land Trust No. 4172-HP and NBD Highland Park Bank, N.A.

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1587-501-005

Handwritten notes and initials on the right side of the page.

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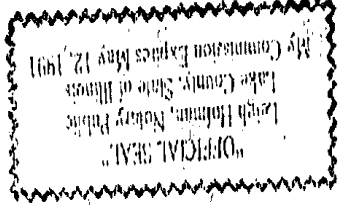
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GLAN D. GUSTAFSON
MFD Highland Park Bank, N.A.
513 Central Avenue
Highland Park, IL 60035

This instrument was prepared by:



[Signature]
NOTARY PUBLIC

December, 1988.

Given under my hand and Notarial Seal this 20th day of

I, the undersigned, a Notary Public, in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that William H. Killian
Vice President of MFD Trust Company of Illinois, and Cheryl L. Westin
Assistant Secretary of said company, who are personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as such
Vice President and Assistant Secretary, respectively, 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
company, for the uses and purposes therein set forth; and the said
Assistant Secretary then and there acknowledged that (s)he, as custodian of the
corporate seal of said company, did affix the corporate seal of said company to
said instrument as said secretary's own free and voluntary act and as the free
and voluntary act of said company, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
SS.)
COUNTY OF LAKE)

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