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Borrower accepts all of copy on of # 1188057  
part of copy on of # 1188057

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigeration plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appliances, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfinished building, similar to any building now or hereafter standing on said Premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or any other manner whatsoever, which are now or hereafter to be used upon said described Premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage; and all the estate, right, title or interest of the said Mortgagor in and to said Premises, property, furniture, apparatus, improvements, furnishings and fixtures, which does not expressly conveyed, assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" as such term is defined in the Uniform Commercial Code. This Mortgage is also deemed to be a Security

TOGETHER with all improvements thereon and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements therein, and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the money secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said Premises.

which property is referred to herein as the "Premises."

(See attached Exhibit "A")

NOW THEREFORE, to secure the payment of the indebtedness evidenced by the Note, including, but not limited to, any obligatory future advances which are more fully described in paragraph 26 hereof and each of which shall have the same priority as any advance made on the effective date of this Mortgage, and the payment of all other sums advanced in accordance with the terms of this Mortgage, with interest at such lawful rate as may be agreed upon, Mortgagor does hereby grant, mortgage and convey upon the Mortgage, its successors and assigns, the following described Real Estate in the County of Cook and the State of Illinois:

WHEREAS, HHR Acquisition Corporation a/k/a Hi-Hard Rolls, Inc. ("Borrower") executed a note of an even date herewith (the "Note"), whereby Borrower is indebted to Mortgagee in the principal sum of SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$700,000.00), or so much of that sum as may be advanced thereunder. The terms of said Note are incorporated by reference herein.

THAT INDENTURE, made this 23d day of December, 1988, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated November 30, 1988, and known as Trust Number 107041-04 (herein referred to as "Mortgagor") and THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, having its main office at 120 South LaSalle Street, Chicago, Illinois 60603 (herein referred to as "Mortgagee") witnesseth:

MORTGAGE

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6. In case of loss by fire or other casualty, the 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 (i) to settle and adjust any claim under such insurance policies without consulting Mortgagee, or (ii) to allow Mortgagee 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. If (i) Mortgagee is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and (ii) such damage or destruction does not result in cancellation or termination of such lease, and (iii) the insurers do not deny liability as the insureds, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall, subject to the provisions of subparagraph B and C hereof, be used to reimburse Mortgagee for the cost of rebuilding or restoration of buildings and improvements on the Premises. In the event Mortgagee elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, Mortgagee may, as its sole election, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

B. In the event Mortgagee elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Premises, such funds will be made available for disbursement by Mortgagee, provided, however, that (i) should any insurance company have, in the opinion of Mortgagee, a defense against Mortgagee (but not against Mortgagee) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty, submitted by Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagee), to such payment, or (ii) should the net proceeds of such insurance collected by Mortgagee together with any funds deposited by Mortgagee with Mortgagee be less than the estimated costs of the requisite work as determined by Mortgagee, which estimate shall include a reasonable contingency, then in either case Mortgagee may, at its option, whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid balance of the debt secured hereby to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder. In the event such proceeds are applied toward restoration or rebuilding, 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. Such proceeds shall be made available, from time to time, upon the Mortgagee 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, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to Mortgagee. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. Disbursement of such insurance proceeds shall not exceed ninety percent (90%) of the value of the work performed

Urban Development as having special flood hazards.

Insurance is in effect in the event that Mortgagee has failed previously to demonstrate to Mortgagee that the Premises is not located in an area designated by the Secretary of Housing and

after consultation with

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8. In the event that the Mortgagor fails to make any payment or perform any act required hereunder, the Mortgages may without notice, but need not, make said payment or perform any act in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgages to protect the

7. Mortgagor hereby assigns, transfers and sets over unto Mortgages the entire proceeds of any award or any claim for damages for all or any part of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagor hereby empowers Mortgages, in the Mortgages' sole discretion, to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Premises or any portion thereof. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgages to collect any amount owing due to any condemnation or eminent domain proceeding or to rebuild, repair or replace any portion of the Premises or any improvements thereon or to perform any act hereunder. Mortgages 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 Mortgages to restore or rebuild, in which event, the proceeds shall be held by Mortgages and used to reimburse Mortgages for the cost of the rebuilding or restoring of buildings on the Premises, provided, Mortgages is not then in default under this Mortgage. In the event Mortgages is required or authorized by Mortgages's election as aforesaid, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided 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, Mortgages shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of Mortgages, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgages to collect any amount owing on any insurance policy; to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon; or to perform any act hereunder.

C. In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policies, if not applied as aforesaid in rebuilding or restoring the building or improvements, shall be used to pay 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 he 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 judgment may provide that the Mortgages's clause attached to each of said insurance policies may be cancelled and that the judgment creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor. In the event of foreclosure sale, Mortgages is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgages may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

From time to time, and at all times the undischursed balance of said proceeds remaining in the hands of the Mortgages shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

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11. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the lien thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages relating thereto, including but not limited to attorneys' fees, appraisers' fees, broker's commissions, advertising expenses, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guaranties policies, Torrens certificates, and similar data and assurances with respect to title as Mortgages may deem to be reasonably necessary either to prosecute such suit or to evidence to

10. At the option of Mortgagee, and without notice to Mortgages, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default under the terms of the Note; (b) immediately in the event Mortgagee shall, without the prior written consent of Mortgagee, or shall contract to do any of the foregoing, or voluntarily or otherwise, or shall contract to do any of the foregoing, or if there be more than one, any of the owners, of the beneficial interest in the trust which Mortgagee is the holder (any such owner being herein referred to as a "Beneficial Owner") shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, profits from the Premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing; (c) immediately in the event the Beneficial Owner is a partnership and any partnership interest therein is sold, transferred, conveyed, assigned, pledged or mortgaged without Mortgagee's prior written consent; (d) immediately in the event any proceeding by or against the Mortgagee under any bankruptcy or insolvency statute or by law shall have been instituted; (e) immediately in the event of any levy or lien including, but not limited to, levies or liens arising from failure to pay any federal tax being filed against the Mortgagee or the Premises; or (f) immediately when default shall occur in the performance of any other agreement of the Mortgagee herein contained.

Mortgagee hereby reserves the right to require Mortgagee to establish with Mortgagee a noninterest bearing escrow account for the purpose of paying general real estate taxes and insurance premiums for the Premises as the same become due. Mortgagee may require such escrow in the event of any default by Mortgagee under the Note, this Mortgage or any other instrument given as security for the Note or if Mortgagee shall fail to pay such general real estate taxes or insurance premiums prior to the last day that the same may be paid without penalty or delinquency. Such escrow shall be funded monthly by payments by Mortgagee equal to one-twelfth (1/12) of the current annual general real estate taxes and insurance premiums of such payments in order to assure that adequate funds will be available to pay such general real estate taxes and insurance premiums.

9. The Mortgagee making any payment hereby authorized relating to taxes or 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, lien or title or claim thereof.

Mortgages, Premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate payable on the principal outstanding under the Note. Inaction of Mortgagee shall not be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagee.

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18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the Note or this

17. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

16. Mortgagee has no duty to examine the title, location, existence, or condition of the Premises, nor shall Mortgagee be obligated to record this Mortgage, or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

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

~~14. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note hereby secured.~~

13. Upon, or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of said Premises. Such appointment may be made without notice, without regard to the solvency or insolvency of Mortgagee 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 residence or not during the pendency of such foreclosure suit, and the Mortgagee hereunder may be appointed as such receiver. 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: (1) the indebtedness secured hereby, or 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; (2) the deficiency in case of a sale and deficiency.

12. 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, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, constitute secured indebtedness in addition to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the Note; fourth, any surplus to Mortgagee, its successors or assigns, as their rights may appear.

11. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate payable on outstanding principal under the Note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right; to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

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27. A. Mortgagor represents and warrants that (i) Mortgagor has not used Hazardous

amount which may be advanced under the Note. accordance herewith to protect the security of this Mortgage, except the aggregate principal the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in Prejudice, or the Mortgagor is involved in bankruptcy or insolvency proceedings. At no time shall priority or validity of the Note or this Mortgage, or the Mortgagor shall not longer own the statute, law or ordinance or a decision by any tribunal which reasonably adversely affects the conjunction with the Note, or this Mortgage, or there shall then exist a federal, state, or local exist a default under the terms of the Note, this Mortgage, or any other agreement executed in exceed the aggregate principal amount which may be advanced under the Note, or there shall then date of the Note unless the amount when added to the then outstanding principal balance would principal as requested from time to time for a period of approximately seven (7) months from the 26. The holder of the Note secured by this Mortgage is obligated to make advances of

and purpose of this Mortgage. 25. Mortgagor, at its expense, will execute, acknowledge and deliver such instrument, and take such actions as Mortgagee from time to time may reasonably request to carry out the intent

discharge is sought. 24. This mortgage shall not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Mortgagee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or

Mortgagor, except as otherwise provided in this Mortgage. 23. Any action, suit or proceeding brought by Mortgagee pursuant to this Mortgage or the Note secured hereby and any claim made by Mortgagee under this Mortgage or the Note secured hereby, may be compromised, withdrawn or otherwise settled by Mortgagee without notice to

the Note or any other instrument constituting security for the Note, or at law or in equity. 22. The rights and remedies of Mortgagee under this Mortgage are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under

writing. 21. Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagor at the address set forth below or to the Mortgagor at the Bank's main office set forth above or to such other address as either the Mortgagor or the Mortgagee notifies the other party in

Premises subsequent to the date of this Mortgage. 20. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the

Note shall be deemed severable. 19. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage, or the Note, conflict with said law, such conflict shall not affect any other provision of the Mortgage, or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the

Mortgagee may assign all or any portion of its rights and interests under this Mortgage without the consent of Mortgagor.

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This Mortgage is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, ("Bank"), 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 Bank, 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

Mortgagee shall keep or cause the Premises to be kept free of Hazardous Materials, and without limiting the foregoing, Mortgagee 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. Mortgagee shall not shall Mortgagee with all applicable federal, state, and local laws and regulations. Mortgagee shall not shall Mortgagee cause or permit, as a result of any intentional or negligent act or omission on the part of Mortgagee or any tenant, subtenant or occupant, the release of Hazardous Materials onto the Premises or onto any other property.

Mortgagee shall: (i) 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 Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities, and (ii) defend, indemnify and hold harmless Mortgagee, 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 or demands of government authorities, or any policies or requirements of Mortgagee, 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.

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, MICHAEL WHELAN of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and MARY ROBERT of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~WIFE DESIGNATION~~ 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 Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth; and the said ~~ASSISTANT SECRETARY~~ then and there acknowledged that said \_\_\_\_\_ as

COUNTY OF COOK

(SS.

STATE OF ILLINOIS)

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ATTEST  
BY: \_\_\_\_\_  
Its: \_\_\_\_\_

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee  
BY: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ~~VICE PRESIDENT~~ and attested by its ~~SECRETARY~~ the day and year first above written.

Notwithstanding anything else herein contained, Mortgagor may place mortgage(s) on Premises so long as said mortgage(s) is/are expressly made subordinate to the Mortgagee pursuant to a Subordination Agreement as attached hereto as Exhibit "B".  
on said Mortgagor or on said Bank 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, of 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 Mortgagor and its successors and said Bank personally are concerned, the legal holder or holders of said Note and the owner or owners of the 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 any guarantor.

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The West 6.69 ft. of the East 26.69 ft. of the South 332 ft. of the West 1/2 of the Northwest 1/4 of Section 9 Township 36 North Range 14 East of the 3rd Principal Meridian in Cook County, Illinois

SUBJECT TO: A perpetual nonexclusive easement for ingress and egress and parking over the following described property

That part of the Northwest quarter (1/4) of Section 9, Township 36 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the south line of said Northwest quarter (1/4) 1072.96 feet East of the Southwest corner of said Northwest quarter (1/4); running thence North 15 degrees, 3-1/2 minutes East, 895 feet more or less to the South margin of the Little Calumet River; thence Southeasterly along the South margin of said river to the point of intersection with a line which forms an angle of 90 degrees, with the North right-of-way line of Sibley Boulevard at a point 143.31 feet (as measured on the said North right-of-way line of said Sibley Boulevard), East of the East line of said Sibley Boulevard, East of the East line of the West half (1/2) of the Northwest quarter (1/4) of said Section (9); thence South along the south line of said Northwest quarter (1/4) of said Section nine (9); thence South along the south line of said Northwest quarter (1/4) of said Northwest quarter (1/4) of said Section nine (9), to the point of beginning (excepting from said tract of land that part thereof described as follows: Commencing at a point 143.31 feet (as measured on the North right-of-way line of Sibley Boulevard), East of the East line of the West half (1/2) of said Northwest quarter (1/4) of said Section 9; thence North along a line which forms an angle of 90 degrees with said North right-of-way line of Sibley Boulevard, a distance of two hundred ninety nine (299) feet; thence West along a line parallel to said North right-of-way line, a distance of eighty (80) feet; thence South along a line which forms an angle of 90 degrees, with said North right-of-way line, a distance of three hundred thirty two (332) feet to the center line of Sibley Boulevard; thence East along said center line a distance of eighty (80) feet; thence North thirty three (33) feet to the point of beginning); and (excepting from said tract of land that part thereof described as follows: Beginning at a point 63.31 feet (as measured on the North right-of-way line of Sibley Boulevard) East of the East line of the West 1/2 of said Northwest 1/4 of Section 9; thence North along a line which forms an angle of 90 degrees with said North right-of-way line of Sibley Boulevard a distance of 137 feet; thence West along a line parallel to the said North right-of-way line a distance of 84.8 feet to a point on a line 20.00 feet West of and parallel with the East line of the West 1/2 of the Northwest 1/4 of said Section 9; thence South on the last described line 332.00 feet to the center line of Sibley Boulevard; thence East along said center line 83.15 feet to a line drawn through the point of beginning and which forms an angle of 90 degrees with the said North line of Sibley Boulevard; thence North on said perpendicular line 33.00 feet to the point of beginning) in Cook County, Illinois.

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beginning at a point 63.31 feet (as measured on the North right-of-way line of Sibley Boulevard) East of the East line of the West 1/2 of Section 9; thence North along a line which forms an angle of 90 degrees with said North right-of-way line of Sibley Boulevard a distance of 299 feet; thence West along a line parallel to the said North right-of-way line a distance of 84.8 feet to a point on a line 20.00 feet West of and parallel with the East line of the West 1/2 of the Northwest 1/4 of said Section 9; thence South on the last described line 332.00 feet to the center line of Sibley Boulevard; thence East along said center line 83.15 feet to a line drawn through the point of beginning and which forms an angle of 90 degrees with the said North line of Sibley Boulevard; thence North on said perpendicular line 33.00 feet to the point of beginning) in Cook County, Illinois.

For the use and benefit of the owner or owners of the following described property:

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This Agreement shall constitute a continuing agreement of subordination, and Bank may lend, or continue to lend money, without notice to the Underwriter, extend credit and make other accommodations to or for the account of the Debtor on the faith hereof, until written notice of revocation of this Agreement shall be actually delivered to Bank by the Underwriter. Any such notice of revocation shall not impair or affect the Agreement in relation to any obligations or liabilities of Debtor then existing, or any obligations or liabilities created thereafter pursuant to any previous commitment of Bank to Debtor, or any extensions or renewals of Bank to Debtor, or any extensions or renewals of any such obligations or liabilities, and as to all such obligations and liabilities and extensions or renewals thereof, this Agreement shall continue effective until the same shall have been fully discharged with interest.

The Underwriter represents and warrants to Bank that, except as provided herein, the Underwriter has not assigned or transferred the Underwriter's Claims or the Underwriter's Collateral, or any interest therein, to any person, firm, association, corporation or party, that the Underwriter and the Underwriter's Collateral will be endorsed with proper notice of this Agreement.

(E) Agree to turn over to Bank any sum or sums at any time paid to, or received by or on behalf of, the Underwriter, in violation of the terms of this Agreement.

Bank an irrevocable proxy to vote the Underwriter's Claims in any proceeding or transaction, and agrees to execute all documents requested by Bank to facilitate the exercise of such proxy; and

The Underwriter shall not join in any petition of bankruptcy or in any creditors agreement affecting the Debtor's assets or to Bank, in kind; in case any such sums or distributions come into the Underwriter's possession or control, the Underwriter shall promptly turn the same over to make and present claims hereof, in any such proceedings, either in Bank's name or in the name of the Underwriter, and agrees that due, payable or distributable on or in respect of the Underwriter's Claims or the Underwriter's Collateral, whether paid directly by Debtor, hereby irrevocably authorizes Bank: (i) to collect, receive, enforce and accept any and all sums or distributions of any kind that may become due, payable or distributable on or in respect of the Underwriter's Claims or the Underwriter's Collateral, whether paid directly by Debtor, the Underwriter agrees that insolvency or bankruptcy in any manner whatsoever of the Debtor shall not impair or affect this Agreement, and the Underwriter's Claims and the Underwriter's Collateral including, but not limited to, the notes(s) described above, and in connection therewith, the proceeds thereof, including proceeds of insurance thereon, and deposits with Bank all agreements, instruments and documents evidencing all claims of any nature whatsoever of the Underwriter against Debtor whether now existing or which may exist in the future, together with

(F) Subrogates Bank to the Underwriter's Claims and the Underwriter's Collateral and assigns, endorses and delivers to Bank any and all claims of any nature whatsoever of the Underwriter against Debtor whether now existing or which may exist in the future, together with the Underwriter's Claims and the Underwriter's Collateral, and until Bank has, in writing, notified the Underwriter that Bank Loans have been paid in full;

(G) Agrees to instruct Debtor not to pay, and the Underwriter agrees not to accept payment of or asset or seek to enforce against Debtor, herein by express reference and a default (hereunder shall be said constitute a default under this Agreement);

(H) Subordinates all security interests, liens, encumbrances and claims which in any way secure the payment of the Underwriter's Claims (the "Underwriter's Collateral") to all security interests, liens, encumbrances and claims which in any way secure the payment of Bank Loans (the "Bank Collateral"). If the Bank Collateral, or any part thereof, is real estate, all covenants, conditions and agreements contained in any such mortgage or other instrument incumbent on the real estate, are hereby incorporated herein by express reference, and a default (hereunder shall be said constitute a default under this Agreement) in conjunction with any Bank Loans, all covenants, conditions and agreements contained in that security agreement are hereby incorporated herein by express reference and a default (hereunder shall be said constitute a default under this Agreement);

(I) Subordinates the indebtedness evidenced by the notes(s) described above, as well as any other indebtedness now or at any time or from time to time incurred by the Underwriter, in its sole discretion, derivative, and for other good and valuable considerations to the Underwriter, the receipt and sufficiency of which is hereby acknowledged, the Underwriter hereby;

NOW, WHEREFORE, TO HAVE FULL FORCE AND EFFECT, it is agreed that the preceding provisions and premises are an integral part hereof and that the Agreement shall be deemed to be made in full hereof, and in consideration of the extension or continuation of such credit by Bank to Debtor, as Bank may, in its sole discretion, determine, derivative, and for other good and valuable considerations to the Underwriter, the receipt and sufficiency of which is hereby acknowledged, the Underwriter hereby;

WHEREAS, the Underwriter is personally and financially interested in the Debtor as one or more of the following, namely, creditor, stockholder, officer, director, partner or proprietor, or otherwise, and the extension or continuation of credit, as aforesaid, by Bank is necessary to the conduct and operation of the business of the Debtor and will inure to the personal and financial benefit of the Underwriter;

and/or will, from time to time, hereafter be indebted to the Underwriter in various sums; and

WHEREAS, the Underwriter is desirous of having

(\$ \_\_\_\_\_) as evidenced by the promissory note(s) dated \_\_\_\_\_ and/or will, from time to time, hereafter be indebted to the Underwriter in the amount of \_\_\_\_\_ /100 DOLLARS

of

WHEREAS, the Underwriter is desirous of having

(\$ \_\_\_\_\_) as evidenced by the promissory note(s) dated \_\_\_\_\_ and/or will, from time to time, hereafter be indebted to the Underwriter in the amount of \_\_\_\_\_ /100 DOLLARS

of

WHEREAS, the Underwriter is desirous of having

(\$ \_\_\_\_\_) as evidenced by the promissory note(s) dated \_\_\_\_\_ and/or will, from time to time, hereafter be indebted to the Underwriter in the amount of \_\_\_\_\_ /100 DOLLARS

THIS AGREEMENT WITNESSETH THAT:

## SUBORDINATION AGREEMENT

EXHIBIT B

3763875



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(S-4) (Rev. 6-1-78)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name  
(Debtor)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name:  
(Debtor)

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

\_\_\_\_\_

\_\_\_\_\_  
Name:  
(Debtor)

(Debtor)

If a corporation, signature shall be attested and corporate seal shall be affixed as follows:

ATTEST:

\_\_\_\_\_  
Name of Corporation or Partnership  
(Debtor)

(INDIVIDUAL/SOLE PROPRIETOR SIGN BELOW)

(CORPORATION OR PARTNERSHIP SIGN BELOW)

Debtor hereby assents to the foregoing Agreement (and the terms thereof) and agrees to abide thereby and to keep, observe and perform the several matters and things therein intended to be kept, observed and performed by it, and specifically agrees not to make any payments contrary to the intention and terms of said Agreement.

A breach of any of the terms and conditions of this Agreement shall constitute a default in any and all bank loans made by Bank to Debtor.

Signed and delivered by the Debtor, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

DEBTOR'S ASSENT

Property of Cook County Clerk's Office

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If the Undersigned (or any the of if there be more than one, is a corporation, such corporate Undersigned hereby represents and warrants to Bank that the execution and delivery of this Agreement has been duly authorized by resolutions heretofore adopted by its Board of Directors and Shareholders in accordance with law and its bylaws, a certificate with respect thereto being hereto attached and by express reference made part hereof, that said resolutions have not been amended nor rescinded, are in full force and effect, and that the officer or officers executing and delivering this Agreement for and on behalf of the Undersigned corporation, are duly authorized so to act. Bank in accepting this Agreement is expressly relying upon the aforesaid representations and warranties.

The provisions hereof shall be continuing, irrevocable and binding upon the Undersigned, jointly and severally, if there be more than one, and upon the heirs, legal representatives, successors and assigns of the Undersigned and shall inure to the benefit of Bank and its successors and assigns.

SIGNED AND DELIVERED by the Undersigned, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

INDIVIDUAL(S) SIGN BELOW

(CORPORATION OR PARTNERSHIP SIGN BELOW)

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

Name of Corporation or Partnership \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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

By: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

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

If a corporation, signature shall be attested and corporate seal shall be affixed as follows:

Address: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that before me this day personally appeared \_\_\_\_\_

[Cross out inapplicable paragraphs below]

(a) [For Corporation] known to me to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary of \_\_\_\_\_ corporation, and each

(b) [For Partnership] known to me to be one of the partners of the partnership that executed the above and foregoing Agreement; and

(c) [For Individual] known to me to be the same person(s) whose names is/are subscribed to the above and foregoing Agreement, and acknowledged to me that he/she (they) executed and delivered the above and foregoing Agreement as his/her (their) free and voluntary act, for the uses and purposes set forth in said Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

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The Undersigned agrees that Bank, at any time, and from time to time, either before or after any such notice of revocation, may enter into such agreement or agreements with Debtor as Bank may deem proper extending the time of payment or renewing or otherwise altering the terms of all or any of the obligations or liabilities of Debtor to Bank or affecting any security underlying any or all of such obligations or liabilities or may exchange, sell or surrender or otherwise deal with any such security, or may release any balance of funds of Debtor with Bank, without notice to the Undersigned and without in any way impairing or affecting this Agreement.

Bank, in its sole discretion, shall have the sole and exclusive right and power, without notice to the Undersigned, to extend credit or loan money to the Debtor; make renewal or extensions of indebtedness; loan additional money to the Debtor after the creation of any indebtedness; modify any of the terms of any loan agreement, note or other instrument relating to or evidencing any indebtedness of the Debtor to Bank, including, but not limited to, the sole right to release or substitute Bank Collateral and/or the sole right to release guarantors, and to deal in any manner whatsoever with any indebtedness payable to Bank and any security or guaranty therefor.

If the Debtor or the Undersigned, or both, violate any provision of this Agreement, or if any subordinate indebtedness is accelerated, Bank may (but need not), by notice in writing delivered to the Undersigned, advise the Undersigned that all indebtedness of the Debtor to the Bank has become immediately due and payable.

The Undersigned agrees to furnish all assignments, including assignments of financing statements under the Uniform Commercial Code, and all documents requested by Bank to facilitate the enforcement by Bank of its rights and remedies hereunder.

Any and all funds or other property received by the Undersigned on any and all of the Undersigned's Claims shall be received and held by the Undersigned as trustee for Bank and shall be paid over to Bank in kind on account of the Bank Loans.

The Undersigned consents and agrees that all obligations and liabilities of Debtor to Bank shall be deemed to have been made or incurred at the request of the Undersigned and in reliance upon this Agreement; provided, however, that neither the foregoing provision nor any other provision contained in this Agreement shall be deemed or construed to constitute, either directly or by implication, a guaranty by the Undersigned of any debts, obligations or liabilities incurred by Debtor to Bank.

The Undersigned agrees to pay all costs, legal expenses and attorneys' and paralegals' fees of every kind, paid or incurred by Bank in enforcing its rights hereunder, including, but not limited to, litigation instituted in a State or Federal Court, as hereinafter provided, (including proceedings under the United States Bankruptcy Code) in endeavoring to collect Bank Loans or any part thereof, or in enforcing its rights in connection with collateral for Bank Loans, or in enforcing this Agreement, or in defending against any defense, cause of action, counterclaim, setoff or crossclaim based on any act of commission or omission by Bank with respect to the Bank Loans or collateral for Bank Loans promptly on demand of Bank or other person paying or incurring the same.

The Undersigned and the Debtor represent to Bank that the Debtor now owes the Undersigned the sum of \$ \_\_\_\_\_, without cause of action, counterclaims, defense, or setoff.

The Agreement has been delivered to the Bank, at its home office, and shall be construed and the rights, remedies and liabilities of the parties shall be determined in accordance with the laws of the State of Illinois, in which State it shall be performed by the Undersigned.

TO INDUCE BANK TO AFFORD FINANCIAL ACCOMMODATIONS TO THE DEBTOR, THE UNDERSIGNED IRREVOCABLY AGREES THAT ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THIS AGREEMENT SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, ILLINOIS, AND THE UNDERSIGNED HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING ITS SITUS IN SAID CITY, AND WAIVES ANY OBJECTION BASED ON FORUM NONCONVENIENS, AND THE UNDERSIGNED HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE UNDERSIGNED AT THE ADDRESS INDICATED IN BANK'S RECORDS IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT, OR OTHERWISE.

THE UNDERSIGNED WAIVES EVERY DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF, WHICH THE UNDERSIGNED MAY NOW HAVE, OR HEREAFTER MAY HAVE, TO ANY ACTION BY BANK IN ENFORCING THIS AGREEMENT AND RATIFIES AND CONFIRMS WHATEVER BANK MAY DO PURSUANT TO THE TERMS HEREOF AND AGREES THAT BANK SHALL NOT BE LIABLE FOR ANY ERRORS OF JUDGMENT OR MISTAKE OF FACT OR LAW. BANK AND THE UNDERSIGNED, AND EACH ONE OF THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT EITHER OR ANY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREOF, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH BANK AND THE UNDERSIGNED ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK MAKING BANK LOANS

Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

No delay on the part of Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Bank of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy; nor shall any modification, termination, discharge or waiver of any of the provisions be binding upon Bank except as expressly set forth in a writing duly signed and delivered on behalf of Bank.

This Agreement: (i) is valid, binding and enforceable in accordance with its provisions, and no conditions exist to the legal effectiveness of this Agreement; (ii) contains the entire Agreement between the Undersigned and Bank; (iii) is the final expression of their intentions; and (iv) supersedes all negotiations, representations, warranties, commitments, offers, contracts (of any kind or nature, whether oral or written) prior to or contemporaneous with the execution hereof. No prior or contemporaneous representations, warranties, understandings, offers or agreements of any kind or nature, whether oral or written, have been made by Bank or relied upon by the Undersigned in connection with the execution hereof. No modification, discharge, termination or waiver of any of the provisions of this Agreement shall be binding on Bank unless expressly set forth in a writing duly signed and delivered on behalf of Bank.

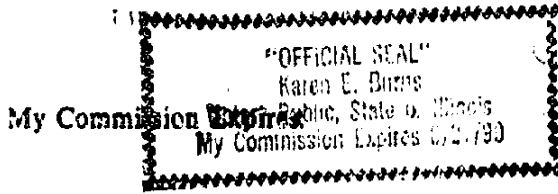
The Undersigned specifically acknowledges and agrees that the relationship hereby created with Bank is and has been conducted on an open arm's length business basis in which no fiduciary relationship exists, and that the Undersigned has not relied and is not relying on any fiduciary relationship in the execution and delivery of this Agreement.

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custodian of the corporate seal of said Bank, did affix said seal and attest to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this DEC 28 1988



*[Signature]*  
Notary Public

This Document Prepared By:  
David E. Zarski  
Exchange National Bank of Chicago  
120 S. LaSalle Street  
Chicago, IL 60603

Record and Return To:  
Exchange National Bank of Chicago  
120 S. LaSalle Street  
Chicago, IL 60603  
Attn: Mr. Douglas Lovette

Address of Premises:  
379 East 147th Street  
Harvey, Illinois 60426

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10/27/88

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