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MORTGAGE

THIS MORTGAGE is made as of this ²⁴ day of May, 1990, by STEEL CITY NATIONAL BANK OF CHICAGO, not individually but solely as Trustee under a Trust Agreement dated October 10, 1988 and known as Trust No. 3059, ("Mortgagor"), to CONTINENTAL BANK, N.A., a national banking association doing business in Chicago, Illinois ("Mortgagee").

RECITALS

A. Mortgagor is the present owner in fee simple of the property with improvements thereon commonly known as World Music Center, Tinley Park, Illinois, legally described in Exhibit A attached hereto and made a part thereof.

B. MUSIC CENTER ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"), is the sole beneficiary of and holds the entire power of direction under the Trust Agreement creating Mortgagor.

C. Mortgagor, Beneficiary and Mortgagee have entered into a certain loan agreement of even date herewith (the "Loan Agreement") for the construction, development and operation of the property, including without limitation the construction of improvements thereon, in accordance with the terms thereof (the "Project").

D. The Loan Agreement provides for a loan from Mortgagee to Mortgagor and Beneficiary in the maximum amount of SIX MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,500,000.00) (the "Loan").

E. As evidence of the indebtedness incurred under the Loan Agreement, Mortgagor and Beneficiary have executed and delivered to Mortgagee a certain note of even date herewith (the "Note"), made payable to the order of and delivered to Mortgagee, in and by which Note Mortgagor and Beneficiary promise to pay the said principal sum of the Loan and interest at the rate and in installments as provided in the Note, with a final payment of the balance due and payable on April 1, 1992, or such earlier date as may be provided in such 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 offices of Mortgagee in Chicago, Illinois.

F. Interest on the principal balance of the Loan shall be payable to the Holders at a fluctuating rate per annum equal to one and one-quarter percent above the Reference Rate (as defined in the Note), said interest rate under the Note changing

S. 24-90 Assess affects ppty on N 900471
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automatically as of the effective date of any change in the Reference Rate.

G. The Note is secured by this Mortgage, a Security Agreement, a Security Agreement and Assignment of Beneficial Interest in Land Trust for Collateral Purposes, a Collateral Assignment of Permits, Licenses, Approvals and Contracts, a Completion Guaranty, a Payment Guaranty, an Assignment of Rents and Leases, an Environmental Indemnity Agreement, Financing Statements on Illinois forms UCC-1 and UCC-2, and such other Additional Collateral as defined and described in the Loan Agreement (collectively, with the Loan Agreement, the "Loan Documents");

H. All initially capitalized terms used in this Mortgage and not otherwise defined have the meanings given them in the Loan Agreement.

AGREEMENTS

NOW, THEREFORE, Mortgagor, in consideration of said debt and the Recitals set forth above and to secure the timely 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 Loan Agreement, the Note and the Loan Documents contained and to be performed by Mortgagor and/or Beneficiary, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto Mortgagee, its successors and assigns, the real estate described in Exhibit A attached hereto and made a part hereof and all of its estate, right, title and interest therein, situate, lying and being in the Village of Tinley Park, County of Cook and State of Illinois, which is referred to as the "Real Estate";

TOGETHER with all and singular the easements, rights-of-way, licenses, privileges, tenements, appendages, hereditaments, waters, water courses, riparian rights, appurtenances, other rights, liberties and privileges thereunto belonging or in any wise appertaining, including without limitation any claim at law or in equity as well as any after-acquired title, franchise or license and the reversions and remainders thereof; and also all the rents, issues, proceeds and profits now or hereafter accruing therefrom;

TOGETHER with all rents, issues, profits, revenues, royalties, bonuses, receipts, rights and benefits due, payable or accruing or to accrue (including without limitation all deposits

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of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of the Real Estate (including without limitation those accruing during any period allowed by law for the redemption of the Real Estate after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness secured hereby and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee;

TOGETHER with all the estate, right, title and interest, if any, of Mortgagor (including without limitation any after-acquired title, franchise or license and the reversions and remainders thereof), in and to the land lying within any alley, way, street, roadway, strips and gores, or beds adjoining the Real Estate;

TOGETHER with all property and rights, if any, which by the express provisions of this instrument are required to be subjected to the lien hereof and any additional property and rights that from time to time hereafter, by installation or writing of any kind, may be subjected to the lien hereof by Mortgagor or by anyone on the Mortgagor's behalf;

TOGETHER with all rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion with respect thereto;

TOGETHER with all buildings, structures and improvements now or hereafter erected or placed on the Real Estate, and all materials intended for construction, reconstruction, alteration and repair thereof, all of which materials shall be included with the Real Estate and subjected to the lien hereof immediately upon the delivery thereof to the Real Estate, and, also, together with all machinery, equipment, apparatus, goods, systems, fixtures and items of personal property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Real Estate or the buildings or improvements located thereon which are owned by Mortgagor, or any part thereof, and used or usable in connection with any present or future operation of the Real Estate, including without limitation all heating, lighting, incinerating, refrigerating, ventilating, air-conditioning, air-cooling, lifting, fire extinguishing, plumbing, cleaning, electrical, communication and power equipment, systems and apparatus; all gas, water and electrical equipment, systems, fixtures and apparatus; and all elevators, escalators, switchboards, computers, engines, motors, tanks,

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pumps, screens, storm doors, storm windows, shades, blinds, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all renewals, additions and accessories to and replacements of and substitutions for each and all of the foregoing (all such machinery, equipment, apparatus, goods, systems, fixtures, renewals, additions, accessories, replacements and substitutions are a part of the Real Estate and are declared to be a portion of the security for the indebtedness secured hereby whether in single units or centrally controlled, and whether physically attached to the Real Estate or the buildings or improvements thereon, or not; and the enumeration of any specific items of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated); and all revenues, receivables, income and accounts now or hereafter acquired and arising from any or all of the foregoing; and the proceeds of any and all of the foregoing;

TOGETHER with all judgments, settlements, awards and other compensation heretofore made or hereafter to be made to the present and all subsequent owners of the Real Estate for any taking by eminent domain, either permanent or temporary, of all or any part of the Real Estate or any easement or appurtenance thereof, including without limitation for severance and consequential damage therefor or for change in grade of streets. All of the foregoing enumerated in this and the preceding six paragraphs, together with the Real Estate, are herein sometimes collectively referred to as the "premises". 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 Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations. Mortgagor covenants that it is lawfully seized of the premises, that the same are unencumbered (except as herein provided in Section 1 below), and that it has good right, full power and lawful authority to convey and mortgage the same.

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

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REPRESENTATIONS, COVENANTS AND AGREEMENTS OF MORTGAGOR

The Mortgagor represents, covenants and agrees with the Mortgagee as follows:

1. Title. Mortgagor has good and marketable fee simple title to the Real Estate, subject only to those title exceptions appearing in Exhibit B attached hereto, and is lawfully seized and possessed of the same, and has the full power, authority and right to convey the same and to execute and deliver this Mortgage; and the premises are unencumbered except as may be herein expressly provided.

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

(a) Mortgagor shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (ii) keep the premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of Mortgagor set forth in Section 2(b) hereof; (iii) 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; (iv) 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, in accordance with the terms of the Loan Agreement; (v) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (vi) make no material alterations in the premises except as required by law or municipal ordinance or as permitted by and in accordance with the Loan Agreement; (vii) suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent; (viii) initiate or acquiesce in no zoning variation or reclassification, without Mortgagee's written consent; and (ix) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note.

(b) Anything in Section 2(a)(ii) of this Mortgage to the contrary notwithstanding, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any Lien not expressly subordinated to the lien hereof, and defer payment and discharge thereof during the pending of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the premises or any part thereof, or any interest therein, to satisfy such Lien; (ii) that, within ten days after Mortgagor has been notified of the assertion of such Lien, Mortgagor shall have notified Mortgagee

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in writing of Mortgagor's intention to contest such Lien; and (iii) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, either (1) a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable; or (2) an endorsement to the Title Policy, in form and substance reasonably acceptable to Mortgagee, insuring Mortgagee against any loss or damage that may be incurred as a result of or in connection with such Lien. Such deposits are to be held in an interest bearing account, and all interest shall be added to such deposit. In case Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the Lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the money so deposited in payment of or on account of such Lien, or that part thereof then unpaid, together with all interest thereon. Mortgagee will give Mortgagor notice that it has so applied money on deposit, but such notice shall not be a condition to Mortgagee's right to so apply money on deposit. If the amount of money so deposited shall be insufficient for the payment in full of such Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such Lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

(c) Mortgagor will not cause or permit the premises to be in violation of, or do anything or permit anything to be done which will subject the premises to, any remedial obligations under any applicable environmental laws, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended, and the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980 and the Hazardous and Solid Waste Amendments of 1984, as amended. Mortgagor will, to the extent required by the Requirements, disclose to the applicable governmental authorities all relevant facts, conditions and circumstances, if any, pertaining

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to the premises and will promptly notify Mortgagee in writing of any existing, pending or, to the actual knowledge of Mortgagor, threatened investigation or inquiry by any governmental authority in connection with any applicable environmental laws. Mortgagor shall obtain any and all applicable permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures and equipment forming a part of the premises by reason of any applicable environmental laws. Mortgagor will not use the premises or allow the premises to be used in a manner which will result in the disposal or other release of any hazardous substance or solid waste on or to the premises and covenants and agrees to keep or cause the premises to be kept free of any hazardous waste or contaminants and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly upon discovery at its sole expense. In the event Mortgagor does not remove the same or take such action within ten days after notice to Mortgagor, except in case of an emergency in which event no notice need be given, and except where Lender's security is not impaired by such default by Mortgagor and such default cannot reasonably be cured within such ten-day period, only if Mortgagor fails to commence such cure within such ten-day period, to proceed with such cure thereafter in a reasonably diligent manner and to complete such cure within 30 days after service of such notice, Mortgagee may (but shall have no obligation) either declare an Event of Default under this Mortgage and exercise any and all remedies hereunder or cause the premises to be freed from the hazardous waste or contaminants (or if removal is prohibited by law, to take whatever action is required by law), and the cost of the removal or such other action shall be a demand obligation owing by Mortgagor to the Mortgagee pursuant to this Mortgage and shall be subject to the provisions of Section 12 hereof. Mortgagor grants to Mortgagee and its agents and employees access to the premises and the license (but Mortgagee shall have no obligation) to remove the hazardous waste or contaminants (or if removal is prohibited by law, to take whatever action is required by law). Notwithstanding anything to the contrary, this Section 2 shall not preclude Mortgagor from using or storing pollutants for its use on the premises provided Mortgagor complies with all applicable environmental laws and other Requirements or Local Requirements.

3. Payment of Taxes.

(a) 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. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided: (a) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture

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of the premises or any part thereof, or any interest therein, to satisfy the same; (b) that Mortgagor has, before such taxes or assessments shall have been increased by any interest, penalties or costs, notified Mortgagee in writing of the intention of Mortgagor to contest the same; and (c) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and, in the absence of such appointment, then at the place of payment designated in the Note, a sum of money which (when added to funds, if any, then on deposit for such taxes) shall be sufficient in the judgment of Mortgagee to pay in full such contested taxes and assessments and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the judgment of Mortgagee, such increase is advisable. In case Mortgagor shall fail to prosecute such objections with reasonable diligence or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may at its option apply the money so deposited in payment of or on account of such taxes and assessments, or that part thereof then unpaid, together with all penalties and interest thereon. Mortgagee will give Mortgagor notice that it has so applied money on deposit, but such notice shall not be a condition to Mortgagee's right to so apply money on deposit. If the amount of the money so deposited shall be insufficient for the payment in full of such taxes and assessments, together with all penalties and interest thereon, Mortgagor shall forthwith upon demand either (i) deposit with Mortgagee a sum which when added to the funds then on deposit shall be sufficient to make such payment in full, or (ii) in case Mortgagee shall have applied funds on deposit on account of such taxes and assessments, restore said deposit to a sufficient amount. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such taxes and assessments or that part thereof then unpaid, together with all penalties and interest thereon (provided Mortgagor is not then in default) when so requested in writing by Mortgagor and furnished with sufficient funds to make such payment in full and with an official bill for such taxes.

(b) Upon the occurrence of an Event of Default, Mortgagor shall, upon Mortgagee's demand, deposit with Mortgagee, commencing on the date specified in such demand therefor and on the first day of each month thereafter 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 the 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). Such deposits are to be held without any allowance of interest and are to be

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used for the payment of taxes and assessments (general and special) on said 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, Mortgagor shall within ten 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.

4. Intentionally Omitted.

Insurance. Mortgagor, at its sole cost and expense, shall insure and keep insured the premises against such perils and hazards, and in such amounts and with such limits, as Mortgagee may from time to time require, and, in any event, including:

(a) Insurance against loss to the premises on all "All Risk" policy form, covering insurance risks no less broad than those covered under a Standard Multi Peril (SMP) policy form, which contains a 1987 Commercial ISO "Causes of Loss - Special Form", and such other risks as Mortgagee may reasonably require, including, but not limited to, insurance covering the cost of demolition of undamaged portions of any portion of the premises when required by code or ordinance and the increased cost of reconstruction to conform with current code or ordinance requirements, in amounts equal to the full replacement cost of the premises (other than the Real Estate), including fixtures and equipment, Mortgagor's interest in leasehold improvements, and the cost of debris removal, with 100% co-insurance with an agreed amount endorsement, inflation guard endorsement, and deductibles of not more than \$100,000.00;

(b) Rent and rental value/extra expense insurance (if the premises are tenant occupied) in amounts sufficient to pay during any period in which the premises may be damaged or destroyed, on a gross rents basis for a period of twelve (12) months or such greater time as Mortgagee may deem appropriate: (i) all rents derived from the premises and (ii) all amounts (including, but not limited to, all taxes, utility charges and insurance premiums) required to be paid by Mortgagor or by tenants of the premises;

(c) Business interruption/extra expense insurance (if the premises are owner occupied) in amounts sufficient to pay during any period in which the premises may be damaged or destroyed, on a gross income basis for a period of twelve (12) months or such greater time as Mortgagee may deem appropriate (i)

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all business income derived from the premises and (ii) all amounts (including, but not limited to, all taxes, utility charges and insurance premiums) required to be paid by Mortgagor:

(d) Broad form boiler and machinery insurance including business interruption/extra expense and rent and rental value insurance, on all equipment and objects customarily covered by such insurance and/or involved in the heating, cooling, electrical and mechanical systems of the premises (if any are located at the premises), providing for full repair and replacement cost coverage, and other insurance of the types and in amounts as Mortgagee may reasonably require, but in no event less than that customarily carried by persons owning or operating like properties;

(e) During the making of any alterations or improvements to the premises (i) insurance covering claims based on the owner's or employer's contingent liability not covered by the insurance provided in subsection (h) below and (ii) workers' compensation insurance covering all persons engaged in such alterations or improvements;

(f) Insurance against loss or damage by flood or mud slide in compliance with the Flood Disaster Protection Act of 1973, as amended from time to time, if the premises are now, or at any time while the indebtedness secured hereby remains outstanding shall be, situated in any area which an appropriate governmental authority designates as a special flood hazard area, Zone A or Zone V, in amounts equal to the full replacement value of all above grade structures on the premises;

(g) Insurance against loss or damage by earthquake, if the premises are now, or at any time while the indebtedness secured hereby remains outstanding shall be, situated in any area which is classified as a Major Damage Zone, Zones 3 and 4, by the International Conference of Building Officials in an amount equal to the probably maximum loss for the premises, fixtures and equipment, plus the cost of debris removal;

(h) Commercial general public liability insurance, with the locations of the premises designated thereon, against death, bodily injury and property damage arising in connection with the premises with Mortgagor listed as the named insured with such limits as Mortgagee may reasonably require, but in no event less than \$1,000,000, and written on a 1986 Standard ISO occurrence basis form or equivalent form, and excess umbrella liability insurance with such limits as the Mortgagee may reasonably require, but in no event less than \$10,000,000;

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(i) Such other insurance relating to the premises and the use and operation thereof, as Mortgagee, from time to time, reasonably require, including, but not limited to, dramshop, products liability and worker's compensation insurance;

(j) During construction, insurance against loss to the premises on an "All-Risk" perils, including theft, "Builder's Risk", non-reporting "Completed Value" form in amounts equal to the replacement costs of the Improvements (including, but not limited to, construction materials and personal property on or off site) covering insurance risks no less broad than those covered under a Standard Multi Peril (SMP) policy form, which contains a 1987 Commercial ISO "Causes of Loss-Special Form", with coverage for such other expenses as Mortgagee may require, including but not limited to: debris removal; cost of demolition of the undamaged portion of a building when required by code or ordinance; increased cost of reconstruction to conform with current code or ordinance requirements; real estate property taxes; architect, engineering, and consulting fees; legal and accounting fees, including, but not limited to, the cost of in-house attorneys and paralegals; advertising and promotional expenses; interest on money borrowed; additional commissions incurred upon re-negotiating leases and any and all other expenses which may be incurred as a result of any property loss or destruction by an insured. Such insurance shall contain an agreed amount endorsement (such amount to include, but not limited to, foundation and underground pipes) and bear a 100% co-insurance clause. The deductible shall be not more than \$100,000. Said policies shall contain a standard mortgagee clause naming Mortgagee as mortgagee, and a permission to occupy endorsement. During the entire period of construction the Mortgagor shall effect and maintain "Delayed Opening" insurance in an amount equal to not less than the estimated annual gross income/rents and shall include the standard "Soft Costs" endorsement if not already included within the property section of the Builder's Risk form.

All insurance shall: (i) be carried in companies with a Best's rating of A or better, or otherwise acceptable to Mortgagee; (ii) in form and content acceptable to Mortgagee; (iii) provide thirty (30) days' advance written notice to Mortgagee before any cancellation, material modification or notice of non-renewal; and (iv) provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Mortgagee.

All physical damage policies and renewals shall contain a standard mortgage clause naming the Mortgagee as mortgagee, which clause shall expressly state that any breach of any condition or warranty by Mortgagor shall not prejudice the rights of Mortgagee under such insurance; and a loss payable clause in favor of the Mortgagee for personal property, contents,

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inventory, equipment, loss of rents and business interruption. All liability policies and renewals shall name the Mortgagee as an additional insured. No additional parties shall appear in the mortgage or loss payable clause without Mortgagee's prior written consent. All deductibles shall be in amounts acceptable to Mortgagee. In the event of the foreclosure of this Mortgage or any other transfer of title to the premises in full or partial satisfaction of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

Any notice pertaining to insurance and required pursuant to this Section 5 shall be given in the manner provided in Section 24 below at Mortgagee's address stated above (Attention: Real Estate Department, Collateral Section. The insurance shall be evidenced by the original policy or a true and certified copy of the original policy, or in the case of liability insurance, by certificates of insurance. Mortgagor shall use its best efforts to deliver originals of all policies and renewals (or certificates evidencing the same), marked "paid," to Mortgagee at least thirty (30) days before the expiration of existing policies and in any event, Mortgagor shall deliver originals of such policies or certificates to Mortgagee at least fifteen (15) days before the expiration of existing policies. If Mortgagee has not received satisfactory evidence of such renewal or substitute insurance in the time frame herein specified, Mortgagee shall have the right, but not the obligation, to purchase such insurance for Mortgagee's interest only. Any amounts so disbursed by Mortgagee pursuant to this Section shall be a part of the indebtedness secured hereby and shall bear interest at the default interest rate provided in the Note. Nothing contained in this Section shall require Mortgagee to incur any expense or take any action hereunder, and inaction by Mortgagee shall never be considered a waiver of any right accruing to Mortgagee on account of this Section.

Mortgagor shall not carry any separate insurance on the premises concurrent in kind or form with any insurance required hereunder or contributing in the event of loss without Mortgagee's prior written consent, and any such policy shall have attached standard non-contributing mortgagee clause, with loss payable to Mortgagee, and shall meet all other requirements set forth herein.

At Mortgagee's option, but not more often than annually, Mortgagor shall provide Mortgagee with a report from an independent insurance consultant of regional or national prominence, acceptable to Mortgagee, certifying that Mortgagor's insurance is in compliance with this Section 5.

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6. Covenant to Rebuild. Upon any loss or damage, Mortgagor shall immediately notify Mortgagee in writing, and if the loss is reasonably estimated to be \$250,000.00 or less, then the loss under each Insurance Policy shall be adjusted by the Mortgagor and Mortgagee shall hold all insurance proceeds and make them available to Mortgagor to reimburse Mortgagor for the cost of repairing the damage to the premises. The building 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. Any insurance proceeds remaining after such reimbursement shall be applied in payment of the Loan.

If the loss is reasonably estimated to be greater than \$250,000.00, the loss under each Insurance Policy shall be adjusted with the insurance company reasonably and in good faith by Mortgagee and Mortgagor, jointly, and all insurance proceeds shall be paid directly and solely to Mortgagee and at the sole discretion of the Mortgagee, which may be exercised arbitrarily, applied to the Loan or paid to the Mortgagor, and if paid to the Mortgagor the proceeds must be used solely and exclusively for the repair of the premises. Each insurance company is authorized and directed to make such adjustment with Mortgagor and/or Mortgagee as provided herein and payment directly and solely to Mortgagor or Mortgagee as the case may be, and the Insurance Policies shall so stipulate, subject to the provisions set forth below. Mortgagor and Mortgagee shall sign all receipts, vouchers and releases required by the insurance companies in respect of the foregoing. Mortgagee shall not incur any liability in connection with the adjustment or collection of insurance claims and proceeds (or the failure thereof) regardless of the cause of such failure. All sums of money received by Mortgagee by reason of any such insurance as aforesaid, and applied to the payment of the indebtedness secured hereby shall not release or relieve Mortgagor from making the payments, performing and making all repairs, restoration, replacement and rebuilding of improvements to the same condition as existed immediately prior to such loss or damage ("restoration"), or performing the other agreements and obligations herein required until the indebtedness secured hereby is paid in full.

Nothing contained in this Section 6 shall be deemed to excuse Mortgagor from restoring all damage or destruction to the premises regardless of whether or not there are insurance or Loan proceeds adequate for such purposes.

In the event of a loss in excess of \$250,000.00 such insurance proceeds may, at the option of Mortgagee, which may be exercised arbitrarily, either be applied in payment or reduction of the indebtedness secured hereby, whether due or not, or be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on

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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 Mortgagor 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, and if such insurance proceeds are insufficient to pay such estimated cost, Mortgagor shall provide Mortgagee evidence reasonably acceptable to Mortgagee of the availability to Mortgagor of the funds required to pay any deficiency. If the estimated cost of the work exceeds \$250,000.00 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 per cent (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.

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 redemtor 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 redemtor. In the event of foreclosure sale, Mortgagee 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 Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

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7. Mortgagee's Interest In and Use of Deposits. Upon the occurrence of an Event of Default hereunder, Mortgagee may at its option, without being required to do so, apply any monies at the time on deposit pursuant to any provision of this Mortgage against any of Mortgagor's obligations herein or in the Note contained, in such order and manner as Mortgagee may elect. Mortgagee will give Mortgagor notice that it has so applied money on deposit, but such notice shall not be a condition to Mortgagee's right to so apply money. When 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 depository 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 depository 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 depository 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.

8. Stamp Tax. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Note, or recording of this Mortgage, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note, or recording of this Mortgage.

9. Prepayment of Note. Mortgagor shall at any time and from time to time have the right to prepay the Note (in addition to the required payments) in accordance with the terms and conditions set forth in the Note.

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

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Any person or entity taking a junior mortgage or other lien upon the premises or any interest therein, shall take said lien subject to the rights of Mortgagee herein to amend, modify, and supplement this Mortgage, the Note, the Loan Documents, or any other document or instrument evidencing, securing, or guaranteeing the indebtedness hereby secured and securing, or guaranteeing the indebtedness hereby secured and to vary the rate of interest and the method of computing the same, and to impose additional fees and other charges, and to extend the maturity of said indebtedness, and to grant partial releases of the lien of this Mortgage, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien. Nothing in this Section 10 contained shall be construed as waiving any provision contained herein which provides, among other things, that it shall constitute an Event of Default if the premises be sold, conveyed, or encumbered.

11. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the State of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the Holders, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable 60 days from the giving of such notice.

12. Mortgagee's Performance of Defaulted Acts; Subrogation. In case a default hereunder shall occur and not be cured on or before the expiration of any applicable grace or cure period, Mortgagee may, but need not make any payment or perform any act herein or in any Loan Documents evidencing or securing the indebtedness secured hereby or any indebtedness secured by a prior encumbrance, required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and, if this is a leasehold mortgage, make payments of any rents due or to become due or perform any act under any underlying lease, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any

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tax sale of forfeiture affecting the premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies 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 upon demand and with interest thereon at the Default 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 Mortgagor. 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 of record by the holder thereof upon payment.

13. Mortgagee's Reliance on Tax Bills, Etc. 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 prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

14. Acceleration of Indebtedness in Case of Default. Each of the following shall constitute an Event of Default under this Mortgage: (a) the occurrence of an "Event of Default" as defined in any of the terms and provisions of any of the Loan Documents (other than this Mortgage) securing the indebtedness secured hereby, including, but not limited to, the Assignment of Rents and Leases described in Section 18 hereof; or (b) if default be made in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either of principal, interest or any other sum due thereunder, and the expiration of the applicable cure period; or (c) if the premises shall be abandoned; or (d) if default shall be made in the due observance or performance of the covenants and agreements to be kept or observed by Mortgagor as contained in Section 5 hereof; or (e) if default shall be made in the due observance or performance of any other of the non-monetary covenants, agreements or

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conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Mortgagor or any Affiliated Person and such default shall continue for 30 days after service of written notice thereof; or (f) any event described in Section 37 hereof shall occur, 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 Mortgagor.

15. Foreclosure; Expense of Litigation. If an Event of Default has occurred hereunder, or when the indebtedness hereby secured, or any part thereof, shall become due, either (a) by lapse of time; (b) by acceleration under any of the provisions of the Note, of this Mortgage or of any other instrument evidencing or securing the Loan; or (c) otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof and to exercise any one or more of the remedies provided in the Illinois Mortgage Foreclosure Law, Ill. Rev. Stat., Ch. 110, §15-1101 et seq., as in effect from time to time (the "Act"). It is further agreed that if default be made in the payment of any part of the secured indebtedness and such default shall not be cured on or before the expiration of any applicable grace or cure period, as an alternative to the right of foreclosure for the full secured indebtedness after acceleration thereof, Mortgagee shall have the right, to the extent permitted by law, 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 unmatured 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 unmatured part of the secured indebtedness, but as to such unmatured 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 uncured default or defaults 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 unmatured 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

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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 connection with any foreclosure of 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 reasonable expenditures and expense which may be paid or incurred whether before or after the entry of any decree or judgment of foreclosure, by or on behalf of Mortgagee for reasonable attorneys' fees and expenses, paralegal's fees and expenses, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee 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 by Mortgagor, with interest thereon at the Default Rate and shall be secured by this Mortgage.

Without limiting the liability of Mortgagor as set forth above, Mortgagor shall indemnify Mortgagee and its officers, directors, employees and agents, and hold them harmless from and against all claims, injury, damage, loss and liability of any and every kind to any persons or property by reason of (i) the construction of the Project or other work contemplated by the Loan Agreement; (ii) the operation or maintenance of the premises; or (iii) any other action or inaction by, or matter which is the responsibility of, Mortgagor.

16. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: (a) the reasonable costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Section hereof; (b) whether incurred before or after the entry of any decree or judgment of foreclosure, the reasonable

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expenses of securing possession before sale, holding, maintaining and preparing the real estate for sale, including without limitation payment of taxes and other governmental charges, premiums on hazard and liability insurance, receiver's and management fees, reasonable attorney's fees and other legal expenses incurred by Mortgagee, and other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; (c) all principal and interest remaining unpaid on the Note; (d) satisfaction of claims in order of priority adjudicated in the judgment of foreclosure or order confirming the sale; (e) remittance of any surplus to the Mortgagor, its successors or assigns, as their rights may appear, or otherwise as directed by the Court.

17. Appointment of Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, whenever Mortgagee is entitled to possession of the premises, at the Mortgagee's request the court in which such complaint is filed shall appoint a receiver of the premises. Mortgagee shall be entitled to designate the receiver. Such appointment may be made either before or after sale, without notice to the extent permitted by law, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any Holders may be appointed as such receiver. Such receiver shall have possession of the premises and other property subject to this mortgage during the foreclosure, shall have the full power and authority to operate, manage, and conserve such property, and shall have all the usual powers of receivers in like cases. Without limiting the foregoing, such receiver shall have the power and authority: (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, subject to court approval, 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 which may

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be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period, or which are granted by statute. 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: (x) 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 (y) the deficiency in case of a sale and deficiency.

18. Observance of Lease Assignment. In the event Mortgagor, as additional security for the payment of the indebtedness described in and secured hereby, has sold, transferred and assigned, or may hereafter sell, transfer and assign, to Mortgagee its successors and assigns, any interest of Mortgagor as lessor in any lease or leases, Mortgagor expressly covenants and agrees that if Mortgagor, 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 Mortgagor's part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, or if an Event of Default shall occur under the provisions of the Assignment of Rents and Leases of even date herewith made by Mortgagor to Mortgagee as security for the Loan, then, and in any such event, such breach or default shall constitute an Event of Default hereunder and at the option of Mortgagee, and without notice to Mortgagor, 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 Events of Default.

19. Mortgagee's Right of Possession in Case of Default. 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 thereunder, forthwith, upon demand of Mortgagee, Mortgagor 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 to the extent permitted by law, 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 Mortgagor or then owner of the premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, 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

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to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed 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: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof to the extent provided by any non-disturbance agreements; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may, subject to court approval, 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 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; (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; (f) to receive all of such avails, rents, issues and profits; and (g) to exercise such powers as are granted by statute; 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 Mortgagor; and (h) during the pendency of legal proceeding to foreclose the lien hereof, to exercise the powers specified in Section 15-1703 of the Act.

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. Mortgagor 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, except any such liability, loss, damage, claim or demand arising from the gross negligence or willful misconduct of Mortgagee. 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

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thereof, including costs, expenses and reasonable attorneys' fees and expenses, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

Notwithstanding any provisions of this Section to the contrary, during the pendency of legal proceedings to foreclose the lien hereof, Mortgagee's right to possession shall be subject to the provisions of Section 15-1701 of the Act.

20. Application of Income Received by Mortgagee.

Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by 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:

(a) to the payment of the operating expenses of the premises, including cost of management, sales 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 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;

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

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing the premises in such condition as will, in the reasonable judgment of Mortgagee, make it readily rentable; and

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

21. Mortgagee's Right of Inspection. Mortgagor shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

22. Condemnation. Mortgagor shall give Mortgagee prompt notice of any proceedings, instituted or threatened, seeking condemnation or taking by eminent domain or any like process (herein generally called a "Taking"), of all or any part of the premises, including damages to grade, and Mortgagee shall apply any award resulting from said Taking to the indebtedness secured hereby. No interest shall be payable by Mortgagee on account of any award at any time held by Mortgagee. Mortgagor shall restore the remaining portion of the premises to be of at least equal

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value and of substantially the same character as existed prior to such Taking. If in the reasonable opinion of Mortgagee the premises can not be so restored, then Mortgagee may declare the entire balance of the indebtedness secured hereby to be immediately due and payable.

23. Release upon Payment and Discharge of Mortgagor's Obligations. 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.

24. Giving of Notice. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, (iii) if telexed, telegraphed or telecopied, six hours after being dispatched by telex, telegram or telecopy, if such sixth hour falls on a business day within the hours of 9:00 a.m. through 4:00 p.m. of the time in effect at the place of receipt, or at 9:00 a.m. on the next business day thereafter if such sixth hour is later than 4:00 p.m., or (iv) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

In the case of Mortgagor, to:

Steel City National of Bank of Chicago
3030 East 92nd Street
Chicago, IL 60617
Attention: Land Trust Department
FAX: (312) 768-1420

and to:

Music Center Associates Limited Partnership
c/o Discovery Group South, Ltd.
207 West Goethe
Chicago, IL 60610
FAX: (312) 266-9568

with a copy to:

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John F. Dickens
Rudnick & Wolfe
203 North LaSalle Street
Chicago, Illinois 60601-1293
FAX: (312) 984-2299

In the case of Mortgagee, to:

Continental Bank, N.A.
231 South LaSalle Street
4th Floor
Chicago, Illinois 60697
Attention: Mr. Victor Stasica
FAX: (312) 828-1974

with a copy to:

Thomas A. Van Beckum Jr., Esq.
Law Department
Continental Bank, N.A.
105 West Adams
9th Floor
Chicago, Illinois 60603
FAX: (312) 828-7104

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

25. Waiver of Defense; Remedies Not Exclusive. 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 that 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 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

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remedy given hereby 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 Mortgagor may pursue inconsistent remedies. No waiver of any default of the Mortgagor 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. No acceptance of any payment of any one or more delinquent installments which does not include interest at the penalty or Default Rate from the date of delinquency, together with any required late charge, shall constitute a waiver of the right of Mortgagee or Holders at any time thereafter to demand and collect payment of interest at such post maturity or penalty rate or of late charges, if any.

26. Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor 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 marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. The Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisement, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

27. Furnishing of Financial Statements to Mortgagee. Mortgagor shall deliver or cause to be delivered to Mortgagee annual financial statements for the Mortgagor and Beneficiary as required by the provisions of the Loan Agreement or as otherwise required by Mortgagee.

28. Binding on Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon Mortgagor and all persons claiming under or through Mortgagor, and shall inure to the benefit of the Holders from time to time and of the successors and assigns of the Mortgagee.

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29. Definitions of "Mortgagor," "Mortgagee" and "Affiliated Persons". The word "Mortgagor" when used herein shall include: (a) the original Mortgagor named in the preambles hereof; (b) said original Mortgagor's successors and assigns; and (c) all owners from time to time of the premises. The words "Affiliated Persons" when used herein shall mean (a) the guarantor of any of the obligations of Mortgagor under the Note, the Mortgage, or any Loan Document; (b) the Beneficiary; (c) if Beneficiary is a general or limited partnership, the general and limited partners thereof, and (d) if Beneficiary or the general partner of Beneficiary is a corporation, the stockholders thereof. The words "Holders" and "Mortgagee" when used herein shall include all successors and assigns of the original Holders and Mortgagee identified in the preambles hereof.

30. Captions. 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.

31. Disbursement of Loan Proceeds for Construction of Improvements. A portion of the indebtedness evidenced by the Note and secured hereby is to be used for the construction of certain improvements on the premises comprising the "Development" as defined in and in accordance with the terms of the Loan Agreement; and this Mortgage constitutes a construction mortgage as said term is defined in Section 9-313(1)(c) of the Uniform Commercial Code of Illinois. Mortgagor shall perform or cause to be performed all the agreements, obligations, terms, provisions and conditions of each and all of the Loan Documents to be kept and performed by either or both Mortgagor. All advances and indebtedness arising and accruing from time to time, and all expenses incurred by Mortgagee in connection with the enforcement or performance of its rights and remedies under the Loan Documents, whether or not the total amount thereof may exceed the face amount of the Note secured hereby, shall be secured hereby to the same extent as if the Loan Documents were fully recited in this Mortgage.

It is understood and agreed, however, that with respect to subsequent purchasers and mortgagees without actual notice, none of the advances or indebtedness arising or accruing under the Loan Agreement, shall result in an increase of the indebtedness secured and to be secured hereby over the face amount of the Note beyond 100% of such face amount. In determining the amount of such increase there shall be excluded from any computation, all indebtedness which would constitute secured indebtedness under the terms of this Mortgage had this Section 31 been omitted herefrom.

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Upon the occurrence of an Event of Default hereunder, in addition to any other remedies herein, at its election Mortgagee may enter upon the premises and perform any and all work and labor necessary to complete the buildings, improvements and other structures. To implement the rights of the Mortgagee under this Section 31, in addition to any other remedies which Mortgagee may have hereunder Mortgagee may in its sole discretion do any one or more of the following:

(a) Enter upon the premises and complete the Project and employ watchmen, all at the risk, cost and expense of Mortgagor.

(b) At any time discontinue any work commenced in respect of the Project and change any course of action undertaken by it and not be bound by any limitations or requirements of time whether set forth herein or otherwise.

(c) Assume any construction contract made by Mortgagor in any way relating to the construction of the Project and take over and use all or any part of the labor, materials, supplies and equipment contracted for by Mortgagor, whether or not previously incorporated into the Project.

(d) In connection with any construction of the Project undertaken by Mortgagee pursuant to the provisions of this Section 32, Mortgagee may perform any one or more of the following:

(1) Engage builders, contractors, architects, engineers and others for the purpose of furnishing labor, materials, supplies and equipment in connection with any construction of the Project;

(2) Pay, settle or compromise all bills or claims which may become liens against the Project, or which have been or may be incurred in any manner in connection with completing the Project or for the discharge of liens, encumbrances or defects in the title of the premises; and

(3) Take or refrain from taking such action hereunder as Mortgagee from time to time may determine.

Mortgagor shall be liable to Mortgagee for all sums paid or incurred to construct and equip the Project whether the same shall be paid or incurred pursuant to the provisions of this Section 31 or otherwise, and all payments made or liabilities incurred by Mortgagee hereunder of any kind whatsoever shall be paid by Mortgagor to Mortgagee upon demand with interest at the Default Rate from the date of payment by Mortgagee to the date of payment to Mortgagee and shall be secured by this Mortgage. For purposes of exercising the rights granted in this Section 31, Mortgagor hereby irrevocably constitutes and appoints Mortgagee

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its respective true and lawful attorney-in-fact with full power of substitution to execute, acknowledge and deliver any instruments and to do and perform any acts in the name of and on behalf of Mortgagor; this power of attorney shall be a power coupled with an interest and cannot be revoked.

32. Business Loan Recital. Mortgagor represents and agrees that the obligation secured hereby: (a) constitutes a business loan which comes within the purview of Ill. Rev. Stat., 1987 Ed., ch. 17, Sec. 6404(1)(c); and (b) is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. Sec. 1601 et seq.

33. Execution of Separate Security Agreement, Financing Statements, Etc. Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee, or cause any Affiliated Person to so 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 re-filing of any such document.

34. Partial Invalidity; Maximum Allowable Rate of Interest. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage and the Note comports 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 is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Mortgage and the Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such

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portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Mortgage and the Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor 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 expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance of the Note, or otherwise, shall the amount paid or agreed to be paid to the Holders for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ~~inso facto~~, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance the Holders shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Note and not to the payment of interest.

35. Mortgagee's Lien for Service Charge and Expenses. 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 commissions, 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 Agreement; provided, however, that in no event shall the total amount of loan proceeds disbursed plus such additional amounts exceed 150% of the face amount of the Note.

36. Maintenance of Mortgagor's and Affiliated Persons' Interests. In the event that:

(a) Mortgagor shall, without Mortgagee's prior written consent, (which consent Mortgagee may withhold in its sole discretion arbitrarily exercised), transfer, convey, alien, pledge, hypothecate or mortgage (or permit the same by another person or entity) the premises or any part thereof, except as may be permitted in accordance with the provisions of Section _____ of the Loan Agreement; or

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(b) any Affiliated Person shall, without Mortgagee's prior written consent, transfer, convey, alien, pledge, hypothecate or alter in any way all or any part of an interest it holds in Mortgagor (whether in the form of a beneficial interest therein or otherwise) or in any entity which holds an interest in the Mortgagor (whether in the form of a beneficial interest therein or otherwise) or in Beneficiary or the general partner in Beneficiary at the time this Mortgage is executed, except as provided in the last grammatical paragraph of this Section 36; or

(c) any corporate Affiliated Person terminates, without Mortgagee's prior written consent, its corporate existence; or

(d) the voting shares of the corporate general partner of Beneficiary are, without Mortgagee's prior written consent, held by any person or persons other than the person or persons holding such shares on the date hereof;

such action or failure to act shall constitute an Event of Default under this Mortgage and the Mortgagee shall have the right, at its election under Section 14 hereof, to declare immediately due and payable the entire indebtedness secured hereby.

Notwithstanding anything in this Section 36 to the contrary, limited partners in the Beneficiary and shareholders of the general partner of the Beneficiary shall be entitled to transfer their limited partnership interests in the Beneficiary and shares of stock of the general partner of the Beneficiary, respectively, in accordance with and subject to the limitations provided in Sections 4.26 and 4.27 of the Loan Agreement.

37. Applicable Law. 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.

38. Future Advances. This Mortgage secures all future advances made under the provisions of the Loan Agreement, which future advances have the same priority as if all such future advances were made on the date of execution hereof. Nothing in this Section 38 or in any other provision of this Mortgage shall be deemed an obligation on the part of Mortgagee to make any future advances other than in accordance with the terms and provisions of this Mortgage.

39. Letters of Credit and Other Advances. The principal balance of the Note shall include any advances from time to time made to fund draws upon a letter or letters of credit (collectively, the "Letter of Credit"), more fully described in the Loan Agreement. The Mortgagee shall at no time be required

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to make advances to fund draws on the Letter of Credit such that the amount so advanced exceeds \$700,000.00 (the "Credit Amount") at any time. The Credit Amount shall be deemed to be additional principal under the Note and shall be included within the indebtedness secured hereby, and shall be secured by this Mortgage.

All advances made after the date hereof in respect of such borrowing and in respect of the Credit Amount shall have the same priority as if such advances were made on the date hereof. Even if there is no existing debt outstanding at the time of any advance this Mortgage shall constitute a lien for such future advance, if any, until all of the indebtedness secured by this Mortgage is paid in its entirety. Notwithstanding anything to the contrary herein contained, to the extent any statute, law, ordinance, rule, regulation or court opinion or determination requires the limitation of the indebtedness secured hereby in order to protect or assure the validity, enforceability or priority of this Mortgage or the lien hereof, then, to such extent, the indebtedness secured hereby will not exceed 250% of the face amount of the Note; provided, however, that in any event nothing herein shall limit the amount that shall be secured hereby when advanced in connection with the protection of or realization on the security hereof.

40. Loan Agreement Governs. All terms and provisions of the Loan Agreement shall, in the event of any inconsistency with the terms and provisions of this Mortgage, control the terms and provisions hereof.

41. Trustee Exculpation. This Mortgage is executed by Steel City National Bank of Chicago, not individually 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 on Mortgagor, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), 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 Mortgagor and its successors personally are concerned, the Holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in

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the manner herein and in the Note provided; (2) assets of the Trust Estate held under the Trust Agreement; (3) any other security given to secure said indebtedness; (4) the personal liability of Beneficiary under the Loan Documents; or (5) the personal liability of each Guarantor.

IN WITNESS WHEREOF, Steel City National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary the day and year first above written.

MORTGAGEE:

STEEL CITY NATIONAL BANK
OF CHICAGO,
not personally, but as
Trustee as aforesaid

Trustee's Rider Attached Hereto and Made A Part Hereof

By: _____
Its _____

Attest: _____
Its _____

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JOINDER BY BENEFICIARY

The undersigned, MUSIC CENTER ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"), sole beneficiary of Steel City National Bank of Chicago Trust No. 3059, under Trust Agreement dated October 10, 1988, and one of the makers of the Note, hereby executes this Mortgage for the purpose of making the following assignments, grants of security interests, transfers and conveyances hereunder, and making, undertaking and agreeing to the following covenants, agreements, obligations and representations herein, all in accordance with and subject to the following:

A. Beneficiary hereby grants to Mortgagee, as security for the payments of both principal and interest in accordance with the terms and provision of the Note and in accordance with the terms, provisions and limitations of this Mortgage, and as security for the performance of the covenants and agreements contained in the Note and this Mortgage (the "Obligations"), a security interest in all of the property included in the premises which constitute fixtures under the UCC and also all of said property which constitutes personal property not constituting a part and parcel of the Real Estate.

B. Beneficiary hereby covenants and agrees to be bound by, and to be deemed to have entered into and made, all of Mortgagee's covenants, agreements, obligations and representations (which shall constitute representations and warranties of Beneficiary under the provisions of the Mortgage with the same force and effect as if they were fully set forth herein verbatim).

IN WITNESS WHEREOF, Beneficiary has executed and delivered this Joinder as of the date first above written.

MUSIC CENTER ASSOCIATES
LIMITED PARTNERSHIP,
an Illinois limited partnership

By: DISCOVERY GROUP SOUTH, LTD.,
an Illinois corporation,
Its General Partner

By: _____
Its _____

Attest: _____
Its _____

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STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ and _____ Vice President of Steel City National Bank of Chicago and Assistant Secretary of said Bank, respectively 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that as custodian of the corporate seal of said bank, (s)he did affix the corporate seal of said Bank 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 ____ day of _____, 19__.

Notary Public
My commission expires _____

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This ~~Agreement~~ is executed by STEEL CITY NATIONAL BANK, not personally, but as Trustee under Trust No. 332, and it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the STEEL CITY NATIONAL BANK or for any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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This MORTGAGE is executed by STEEL CITY NATIONAL BANK, not personally, but as Trustee under Trust No. 332, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said STEEL CITY NATIONAL 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 not contained shall be construed as creating any liability on the said First Party or on said STEEL CITY NATIONAL 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, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said STEEL CITY NATIONAL BANK 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 created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

DATE: 5/24/90

STEEL CITY NATIONAL BANK
as Trustee, and not personally

BY: Diane R. Nagel

ATTEST: [Signature]
Trust Officer

CORPORATE SEAL

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Marilyn J. Deane Vice President - ~~Cashier~~ and Trust Officer of said STEEL CITY NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as thereunto Trustee aforesaid, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this 24th day of May, A.D., 1990.

OFFICIAL SEAL
AZALIA GOMEZ
Notary Public, Cook County
State of Illinois
My Commission Expires 10/13/91

[Signature]
Notary Public

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Exhibit A

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE NORTH 89°-58'-42" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4, 1327.91 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE NORTH 0°-00'-45" EAST, ALONG THE LAST DESCRIBED LINE, 772.36 FEET; THENCE NORTH 89°-56'-22" EAST 750.37 FEET; THENCE SOUTH 58°-10'-54" EAST 679.96 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 0°-03'-20" WEST, ALONG THE LAST DESCRIBED LINE, 415.16 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, TOGETHER WITH THAT PART OF THE NORTH 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°-58'-16" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, 1328.90 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 0°-00'-45" WEST ALONG THE LAST DESCRIBED LINE 364.17 FEET; THENCE NORTH 89°-58'-16" WEST 2391.37 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 750.00 FEET AND A CHORD THAT BEARS NORTH 81°-10'-10" WEST A CHORD DISTANCE OF 229.53 FEET, AN ARC LENGTH OF 230.43 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 930.74 FEET AND A CHORD THAT BEARS NORTH 61°-52'-45" WEST A CHORD DISTANCE OF 338.85 FEET, AN ARC LENGTH OF 340.75 FEET TO THE SOUTHEASTERLY LINE OF GEORGE BRENNAN HIGHWAY AS PER DOCUMENT NO. 11231373; THENCE NORTH 44°-46'-37" EAST ALONG THE LAST DESCRIBED LINE 134.12 FEET; THENCE SOUTH 45°-13'-27" EAST, 63.67 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 472.00 FEET AND A CHORD THAT BEARS SOUTH 58°-47'-43" EAST A CHORD DISTANCE OF 221.53 FEET, AN ARC LENGTH OF 223.61 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 650.00 FEET AND A CHORD THAT BEARS SOUTH 81°-10'-10" EAST A CHORD DISTANCE OF 198.92 FEET, AN ARC LENGTH OF 199.71 FEET; THENCE SOUTH 89°-58'-16" EAST, 1062.64 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 0°-01'-48" WEST ALONG THE LAST DESCRIBED LINE 264.17 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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Exhibit B

PERMITTED EXCEPTIONS

1. General real estate taxes for 1989 and subsequent years.

2. Rights of first refusal and options contained in Lease Termination Agreement, including declaration of restrictive covenant and right of first refusal recorded September 23, 1988 as Document Number 88438435 and filed September 23, 1988 as Document Number LR 3741328, relating to leasing and managing the property.

3. Memorandum of Preannexation Agreement dated November 19, 1988 and recorded March 22, 1989 as Document Number 89125974, made by and between the Village of Tinley Park, Steel City National Bank of Chicago, as Trustee under Trust Number 3053, Steel City National Bank of Chicago, as Trustee under Trust Number 3059 and Music Center Associates Limited Partnership and Discovery S Group, Inc.

4. Memorandum of Inducement Agreement dated November 19, 1988 and recorded March 22, 1989 as Document Number 89125975, made by and between the Village of Tinley Park, Steel City National Bank of Chicago, as Trustee under Trust Number 3059, Music Center Associates Limited Partnership and Discovery S Group, Inc.

5. Rights of the Public, Municipality and the State of Illinois in and to that part of the land taken and used for Ridgeland Avenue as shown on the survey prepared by Area Survey Company dated April 24, 1990 as Order Number 88-3049-A.

6. Easements for public utilities and drainage over, upon and under the land as contained in Document recorded as Number 90075122, and unrecorded grants of easement to Illinois Bell Telephone Company and Commonwealth Edison to a 15 foot strip adjacent to the south roadway as depicted on the survey by Area Survey Company dated April 24, 1990 and last revised May 23, 1990, Order No. 88-3049-A.

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STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ and _____, President and Secretary, respectively, of Discovery Group South, Ltd., an Illinois corporation ("Corporation"), the general partner of Music Center Associates Limited Partnership, an Illinois limited partnership ("Partnership"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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, as the free and voluntary act of said Partnership and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that as custodian of the corporate seal of said Corporation, (s)he did affix the corporate seal of said Corporation to said instrument as his(her) own free and voluntary act, as the free and voluntary act of said Partnership and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

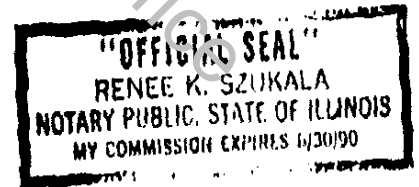
GIVEN under my hand and Notarial Seal this 27 day of Nov, 1990.

Renee K. Szukala
Notary Public

My commission expires 1/31/90.

This instrument was prepared and when recorded return to:

Scott H. Power
Bell, Boyd & Lloyd
Three First National Plaza
Suite 3200
Chicago, Illinois 60602



3853618

(COMMINS)
MDDA

ADDRESSES AND PASSPORT ADS,

TURKEY PARK, N.

31-06-405-001; 31-06-406-001; 31-07-201-001;
31-07-101-001; 31-07-102-001; 31-07-208-001.

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REGISTRATION OF VOTES
MAY 20 11 AM '10

Submitted by _____
Address _____
Promised _____
Deliver card to _____
No fees _____
Deliver duplicate card _____
Date _____
No fees _____
Office _____
CUSTOMER

RECEIVED
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CLERK'S OFFICE
COOK COUNTY

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