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NOTE

THIS NOTE, dated as of _____, 1990, is made and executed in Chicago, Illinois by Plunkett Missouri Investment Company, an Illinois general partnership ("Borrower"), in the original principal amount of \$2,750,000.00, with interest as provided herein, and is payable to the order of NBD Skokie Bank, N.A., a national banking association ("Lender").

RECITALS

I. Lender has agreed, subject to certain terms and conditions, to make a loan to Borrower in an amount not to exceed the principal amount hereof (the "Loan"). This Note evidences Borrower's unconditional obligation to repay the Loan.

II. The payment of this Note is secured by a Guaranty of Payment and Performance of even date herewith (the "Guaranty") executed by Hugh Plunkett, Jr. and John T. Plunkett. This Note, together with and all mortgages, deeds of trust, security agreements, assignments of leases and rents, guaranties, letters of credit and any other documents and instruments now or hereafter executed and delivered in connection with the Loan, and any and all amendments, renewals, extensions, and replacements hereof and thereof, are hereafter collectively referred to herein as the "Loan Instruments." The terms of the other Loan Instruments are hereby incorporated, by reference, in this Note.

I

PAYMENT TERMS

1.1 The Promise to Pay. Borrower hereby promises to pay to the order of Lender the principal amount of \$2,750,000.00, together with interest thereon from the date of the first disbursement of all or any part of the proceeds of the Loan, until the outstanding principal balance hereof is paid in full, at a rate per annum equal to the "Prime Rate" of interest in effect from time to time. The term "Prime Rate" shall mean the rate of interest then most recently announced by Lender in Skokie, Illinois as its Prime Rate. The interest rate chargeable under this section shall change from time to time concurrently with each change in the Prime Rate, Lender not being required to give Borrower notice of any such change. Borrower hereby acknowledges and it is expressly agreed that the use of the term "Prime Rate" is not intended, nor does it imply, that said rate of interest is a preferred rate of interest or one which is offered by Lender to its most creditworthy customers.

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1.2 Manner of Payment. The principal amount hereof, together with interest, shall be paid in the following manner:

(a) Commencing on the first day of the first full calendar month following the date of the first disbursement of all or any part of the proceeds of the Loan and on the first day of each calendar month thereafter until the outstanding principal balance hereof shall be paid in full, an installment of interest only accrued on the principal balance outstanding from time to time; and

(b) On May 1, 1991, the outstanding principal balance and all accrued but unpaid interest thereon.

All payments shall be applied first to accrued interest and then to principal in such order and manner as Lender may elect. Interest shall be computed on the basis of a three hundred sixty (360) day year and charged for the actual number of days elapsed. All advances and all payments made on account of the principal hereof shall be evidenced by entries on the books and records of Lender and shall be rebuttably presumptive evidence of the principal amount owing herein.

1.3 Prepayment. Borrower shall be entitled to prepay the Loan in whole or in part at any time, without premium or penalty.

1.4 Place and Manner of Payment. The payment of all amounts due under this Note shall be made in "Federal Funds" or other immediately available funds and shall be deemed received only when actually received by Lender at 8001 Lincoln Avenue, Skokie, Illinois 60077. Payments received after 1:00 o'clock p.m. in said location shall be deemed received on the next day Lender is open for business. At Lender's option, Lender may accept payments by check or in form other than immediately available funds, but such payments shall be accepted subject to collection and, at Lender's option, shall be deemed received only when collected. Acceptance by Lender of payments in other than immediately available funds shall not constitute a waiver by Lender of its rights to insist that any subsequent payment be made in immediately available funds.

1.5 Late Payment Fee. In the event any payment due hereunder or any payment or deposit due under the Mortgage is not made when due, Lender, at its option and in addition to any other remedy available to Lender, may impose a late payment fee, which Borrower covenants to pay upon demand calculated at the rate of five percent (5%) of the amount of such delinquent payment or deposit for the first month or first partial month and three percent (3%) of the amount of such delinquent payment or deposit for each month or partial month thereafter until said delinquency is cured. Any payment or deposit received by Lender may, at the option of Lender, be applied first to any outstanding late payment

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fee and then as otherwise provided in this Note or in any of the Loan Instruments.

1.6 **Commitment Fee.** On the date of the first disbursement of all or any part of the proceeds of the Loan, Borrower shall pay to Lender a commitment fee in the amount of \$13,750.00, which fee has been fully earned and is non-refundable.

II

ADDITIONAL COVENANTS

2.1 **Acceleration.** If any payment due under this Note is not made within ten (10) days following the due date thereof, if an Event of Default shall occur under and as defined in any of the Loan Instruments, or if the right to foreclose the Mortgage shall accrue to the holder thereof, whether or not foreclosure proceedings have been commenced, then, at the election of the holder of this Note and without notice, the unpaid principal sum, together with accrued interest thereon, shall at once become due and payable and shall bear interest at the interest rate which would otherwise be chargeable pursuant to this Note plus three percent (3%) (the "Default Rate").

2.2 **Waivers.** Borrower and any other parties hereafter liable for the debt (including, without restricting the foregoing, any endorsers, sureties and guarantors) represented by this Note, hereby (a) waive presentment for payment, notice of dishonor, protest and notice of protest, and (b) agree that the time of payment of that debt or any part thereof may be extended from time to time without modifying or releasing the lien of the Loan Instruments or the liability of Borrower or any such other parties, the right of recourse against any such parties being hereby reserved by the holder hereof.

2.3 **Waiver of Jury Trial.** Borrower acknowledges that the right to trial by jury is a constitutional one, but that it may be waived. Borrower, after consulting with counsel of his choice (or having had the opportunity to consult with counsel), knowingly, voluntarily and without coercion, waives all rights to a trial by jury of all disputes between Borrower and Lender.

2.4 **Collection.** In the event of a default in the payment of any amount due hereunder, the holder hereof may exercise any remedy or remedies, in any combination whatsoever, available by operation of law or under any instrument given as security for this Note and such holder shall be entitled to collect its reasonable costs of collection, including attorneys' fees, which shall be additional indebtedness hereunder. For purposes of the preceding sentence, Lender attorneys' fees shall be deemed to include compensation to staff counsel, if any, of Lender in addition to the fees of any other attorneys engaged by Lender.

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2.5 Governing Law. This Note is executed and delivered in Chicago, Illinois and shall be governed by and construed in accordance with the law of the State of Illinois.

2.6 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstance is deemed illegal, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

2.7 Notices. All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Note to Borrower or Lender shall be directed to Borrower or Lender as the case may be at the following addresses:

If to Lender:	NBD Skokie Bank, N.A. 8001 Lincoln Avenue Skokie, Illinois 60077 Attn: Mr. Frederick E. Thompson
If to Borrower:	Plunkett Missouri Investment Company 955 East Rand Road Arlington Heights, Illinois _____
with a copy to:	McCarthy, Duffy, Neidhart & Snakard 180 North LaSalle Street Suite 1400 Chicago, Illinois 60601 Attn: John M. Duffy, Esq.

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Notices shall be either: (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. Mail, postage prepaid, or (iii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.

2.8 Business Loan. Borrower represents that the proceeds of the indebtedness evidenced by this Note will be used to further the business purposes and business objectives of Borrower. Borrower further represents that the loan evidenced by this Note and secured by the Mortgage is a business purpose loan

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as the same is defined in Chapter 17, Section 6404(1)(c), Illinois Revised Statutes, and that this loan is a business loan as in such case made and provided.

2.9 Limit on Disbursement. This Loan is being made concurrently with a loan by Lender in a principal amount not to exceed \$4,500,000.00 to Plunkett Hoffman Estates Investment Company, an Illinois general partnership (the "Other Loan"). Borrower hereby agrees and acknowledges that at no time shall the aggregate outstanding principal balances of both this Loan and the Other Loan exceed \$4,500,000.00. At any time as such aggregate outstanding principal balances exceed \$4,500,000.00, Lender shall have no obligation to make any further disbursement of this Loan until the outstanding principal balance of the Other Loan has been reduced and, after such reduction has been made, the amount of any such further disbursement shall not exceed the amount by which \$4,500,000.00 exceeds the then aggregate outstanding principal balances of this Loan and the Other Loan after such reduction.

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IN WITNESS WHEREOF, the undersigned has executed this Note on the day and year first above written.

PLUNKETT MISSOURI INVESTMENT COMPANY, an Illinois general partnership

By *Hugh Plunkett*
Hugh Plunkett

By *John Plunkett*
John Plunkett

By *Dorothy J. Plunkett*
Dorothy J. Plunkett

By: EILEEN PLUNKETT TRUST

By *Mary Madden*
Mary Madden, not personally, but solely as Trustee u/t/a dated December 30, 1986

By: PATRICK PLUNKETT TRUST

By *Mary Madden*
Mary Madden, not personally, but solely as Trustee u/t/a dated December 30, 1986

By: DANIEL PLUNKETT TRUST

By *Mary Madden*
Mary Madden, not personally, but solely as Trustee u/t/a dated December 30, 1986

By *John R. Plunkett*
John R. Plunkett

By *Hugh F. Plunkett, III*
Hugh F. Plunkett, III

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By *Jamie M. Plunkett*
Jamie M. Plunkett

By *Mark T. Plunkett*
Mark T. Plunkett

By *Madelon R. Queenan*
Madelon R. Queenan

By *Michelle B. Plunkett*
Michelle B. Plunkett

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EXHIBIT A-1

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NOTE

THIS NOTE, dated as of _____, 1990, is made and executed in Chicago, Illinois by NBD Trust Company of Illinois, as Trustee under Trust Agreement dated April 11, 1990 and known as Trust No. 52785-SK ("Borrower"), is in the original principal amount of \$4,500,000.00, with interest as provided herein, and is payable to the order of NBD Skokie Bank, N.A., a national banking association ("Lender").

RECITALS

I. Lender has agreed, subject to certain terms and conditions, to make a loan to Borrower in an amount not to exceed the principal amount hereof (the "Loan"). This Note evidences Borrower's unconditional obligation to repay the Loan.

II. The payment of this Note is secured by (i) a Guaranty of Payment and Performance of even date herewith (the "Guaranty") executed by Hugh Plunkett, Jr. and John T. Plunkett and (ii) a Mortgage and Security Agreement on certain real estate in Hoffman Estates, Illinois (the "Mortgaged Property"). This Note, together with and all mortgages, deeds of trust, security agreements, assignments of leases and rents, guaranties, letters of credit and any other documents and instruments now or hereafter executed and delivered in connection with the Loan, and any and all amendments, renewals, extensions and replacements hereof and thereof, are hereafter collectively referred to herein as the "Loan Instruments." The terms of the other Loan Instruments are hereby incorporated, by reference, in this Note.

I

PAYMENT TERMS

1.1 **The Promise to Pay.** Borrower hereby promises to pay to the order of Lender the principal amount of \$4,500,000.00, together with interest thereon at the rates of interest specified herein:

(a) From the date of the first disbursement of all or any part of the proceeds of the Loan, through and including the day preceding the Conversion Date (defined below), interest shall be charged at a rate per annum equal to the "Prime Rate" of interest in effect from time to time. The term "Prime Rate" shall mean the rate of interest then most recently announced by Lender in Skokie, Illinois as its Prime Rate. The interest rate chargeable under this section shall change from time to time concurrently with each change in the Prime Rate.

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Lender not being required to give Borrower notice of any such change. Borrower hereby acknowledges and it is expressly agreed that the use of the term "Prime Rate" is not intended, nor does it imply, that said rate of interest is a preferred rate of interest or one which is offered by Lender to its most creditworthy customers.

(b) From and after the Conversion Date (defined herein), interest shall be charged at a fixed rate, which shall be determined on the Conversion Date and shall change on the fifth (5th) and tenth (10th) anniversaries of the Conversion Date, as follows:

(i) for the period from and after the Conversion Date, through and including the day preceding the fifth (5th) anniversary of the Conversion Date, a rate per annum equal to two hundred (200) basis points over the annual yield (expressed as a decimal) for the issue of general issue United States Government Treasury bills, bonds or notes that, as of the Conversion Date, mature nearest the fifth (5th) anniversary of the Conversion Date, as reported by The Wall Street Journal having reference to the Treasury Issue Quotations as they appear therein;

(ii) for the period from and after the fifth (5th) anniversary of the Conversion Date, through and including the day preceding the tenth (10th) anniversary of the Conversion Date, a rate per annum equal to two hundred (200) basis points over the annual yield (expressed as a decimal) for the issue of general issue United States Government Treasury bills, bonds or notes that, as of the fifth (5th) anniversary of the Conversion Date, mature nearest the tenth (10th) anniversary of the Conversion Date, as reported by The Wall Street Journal having reference to the Treasury Issue Quotations as they appear therein; and

(iii) thereafter, a rate per annum equal to two hundred (200) basis points over the annual yield (expressed as a decimal) for the issue of general issue United States Government Treasury bills, bonds or notes that, as of the tenth (10th) anniversary of the Conversion Date, mature nearest the fifteenth (15th) anniversary of the Conversion Date, as reported by The Wall Street Journal having reference to the Treasury Issue Quotations as they appear therein.

If The Wall Street Journal is no longer published or no longer publishes annual yields for United States Government Treasury

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bills, bonds or notes, some other daily financial or governmental publication of national circulation determined by Lender in its sole discretion (provided, if more than one issue of such bills, bonds or notes matures nearest the Conversion Date or the applicable anniversary of the Conversion Date, as the case may be, the average yields for such issues shall be used in making the foregoing calculations). The term "Conversion Date" shall mean the first day of the first calendar month following the date that (i) Borrower has completed the improvements to be constructed on the Mortgaged Property, such improvements are occupied by the tenant thereof and such tenant is open for business and (ii) Borrower has delivered to Lender a certificate of occupancy issued by the municipal authority having jurisdiction over the Mortgaged Property and a certificate of substantial completion executed by Borrower's architect, both in form and substance satisfactory to Lender; provided, however, it shall be a default hereunder if such date shall not occur on or before May 1, 1991.

1.2 **Manner of Payment.** The principal amount hereof, together with interest, shall be paid in the following manner:

(a) Commencing on the first day of the first full calendar month following the date of the first disbursement of all or any part of the proceeds of the Loan and on the first day of each calendar month thereafter through and including the Conversion Date, an installment of interest only accrued on the principal balance outstanding from time to time;

(b) Commencing on the first day of the first full calendar month following the Conversion Date, and on the first day of each calendar month thereafter, an installment of principal in the amount of \$26,389.00, together with interest accrued on the principal balance outstanding from time to time; and

(c) On the fifteenth (15th) anniversary of the Conversion Date, the outstanding principal balance and all accrued but unpaid interest thereon.

All payments shall be applied first to accrued interest and then to principal in such order and manner as Lender may elect. Interest shall be computed on the basis of a three hundred sixty (360) day year and charged for the actual number of days elapsed. All advances and all payments made on account of the principal hereof shall be evidenced by entries on the books and records of Lender and shall be rebuttably presumptive evidence of the principal amount owing herein.

1.3 **Prepayment.** Borrower shall be entitled to prepay the Loan in whole or in part at any time, without premium or penalty.

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1.4 **Place and Manner of Payment.** The payment of all amounts due under this Note shall be made in "Federal Funds" or other immediately available funds and shall be deemed received only when actually received by Lender in 8001 Lincoln Avenue, Skokie, Illinois 60077. Payments received after 1:00 o'clock p.m. in said location shall be deemed received on the next day Lender is open for business. At Lender's option, Lender may accept payments by check or in form other than immediately available funds, but such payments shall be accepted subject to collection and, at Lender's option, shall be deemed received only when collected. Acceptance by Lender of payments in other than immediately available funds shall not constitute a waiver by Lender of its rights to insist that any subsequent payment be made in immediately available funds.

1.5 **Late Payment Fee.** In the event any payment due hereunder or any payment or deposit due under the Mortgage is not made when due, Lender, at its option and in addition to any other remedy available to Lender, may impose a late payment fee, which Borrower covenants to pay upon demand calculated at the rate of five percent (5%) of the amount of such delinquent payment or deposit for the first month or first partial month and three percent (3%) of the amount of such delinquent payment or deposit for each month or partial month thereafter until said delinquency is cured. Any payment or deposit received by Lender may, at the option of Lender, be applied first to any outstanding late payment fee and then as otherwise provided in this Note or in any of the Loan Instruments.

1.6 **Commitment Fee.** On the date of the first disbursement of all or any part of the proceeds of the Loan, Borrower shall pay to Lender a commitment fee in the amount of \$22,500.00, which fee has been fully earned and is non-refundable.

II

ADDITIONAL COVENANTS

2.1 **Acceleration.** If any payment due under this Note is not made within ten (10) days following the due date thereof, if an Event of Default shall occur under and as defined in any of the Loan Instruments, or if the right to foreclose the Mortgage shall accrue to the holder thereof, whether or not foreclosure proceedings have been commenced, then, at the election of the holder of this Note and without notice, the unpaid principal sum, together with accrued interest thereon, shall at once become due and payable and shall bear interest at the interest rate which would otherwise be chargeable pursuant to this Note plus three percent (3%) (the "Default Rate").

2.2 **Waivers.** Borrower and any other parties hereafter liable for the debt (including, without restricting the foregoing,

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any endorsers, sureties and guarantors) represented by this Note, hereby (a) waive presentment for payment, notice of dishonor, protest and notice of protest, and (b) agree that the time of payment of that debt or any part thereof may be extended from time to time without modifying or releasing the lien of the Loan Instruments or the liability of Borrower or any such other parties, the right of recourse against any such parties being hereby reserved by the holder hereof.

2.3 Waiver of Jury Trial. Borrower acknowledges that the right to trial by jury is a constitutional one, but that it may be waived. Borrower, after consulting with counsel of its choice (or having had the opportunity to consult with counsel), knowingly, voluntarily and without coercion, waives all rights to a trial by jury of all disputes between Borrower and Lender.

2.4 Collection. In the event of a default in the payment of any amount due hereunder, the holder hereof may exercise any remedy or remedies, in any combination whatsoever, available by operation of law or under any instrument given as security for this Note and such holder shall be entitled to collect its reasonable costs of collection, including attorneys' fees, which shall be additional indebtedness hereunder. For purposes of the preceding sentence, Lender attorneys' fees shall be deemed to include compensation to staff counsel, if any, of Lender in addition to the fees of any other attorneys engaged by Lender.

2.5 Governing Law. This Note is executed and delivered in Chicago, Illinois and shall be governed by and construed in accordance with the law of the State of Illinois.

2.6 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstance is deemed illegal, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

2.7 Notices. All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Note to Borrower or Lender shall be directed to Borrower or Lender as the case may be at the following addresses:

If to Lender:

NBD Skokie Bank, N.A.
8001 Lincoln Avenue
Skokie, Illinois 60077
Attn: Mr. Frederick E. Thompson

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If to Borrower: NBD Trust Company of Illinois, as
Trustee under Trust No. 52785-SK
8001 Lincoln Avenue
Skokie, Illinois 60077

with a copy to: McCarthy, Duffy, Neidhart & Snakard
180 North LaSalle Street
Suite 1400
Chicago, Illinois 60601
Attn: John M. Duffy, Esq.

Notices shall be either: (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. mail, postage prepaid, or (iii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.

2.8 Business Loan. Borrower represents that the proceeds of the indebtedness evidenced by this Note will be used to further the business purposes and business objectives of Borrower. Borrower further represents that the loan evidenced by this Note and secured by the Mortgage is a business purpose loan as the same is defined in Chapter 17, Section 6404(1)(c), Illinois Revised Statutes, and that this loan is a business loan as in such case made and provided.

2.9 Limit on Disbursement. This Loan is being made concurrently with a loan by Lender in a principal amount not to exceed \$2,750,000.00 to Plunkett Missouri Investment Company, an Illinois general partnership (the "Other Loan"). Borrower hereby agrees and acknowledges that at no time shall the aggregate outstanding principal balances of both this Loan and the Other Loan exceed \$4,500,000.00. At any time as such aggregate outstanding principal balances exceed \$4,500,000.00, Lender shall have no obligation to make any further disbursement of this Loan until the outstanding principal balance of the Other Loan has been reduced and, after such reduction has been made, the amount of any such further disbursement shall not exceed the amount by which \$4,500,000.00 exceeds the then aggregate outstanding principal balances of this Loan and the Other Loan after such reduction.

2.10 Exculpatory Clause. This instrument is executed by NBD Trust Company of Illinois, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by NBD Trust Company of Illinois, are undertaken by it solely as

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Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against NBD Trust Company of Illinois by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

IN WITNESS WHEREOF, the undersigned has executed this Note on the day and year first above written.

NBD TRUST COMPANY OF ILLINOIS, as
Trustee as aforesaid

By _____
Its _____

Property of Cook County Clerk's Office

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GUARANTY OF PAYMENT AND PERFORMANCE

THIS GUARANTY OF PAYMENT AND PERFORMANCE ("Guaranty"), dated as of _____, 1990, is given by the undersigned, Hugh Plunkett, Jr. and John T. Plunkett (collectively and jointly and severally referred to as "Guarantors"), to NBD Skokie Bank, N.A., a national banking association ("Lender").

RECITALS

I. Subject to certain terms and conditions, Lender has agreed to make (i) a loan to Plunkett Missouri Investment Company, an Illinois general partnership, in an amount not to exceed \$2,750,000.00 and (ii) a loan to NBD Trust Company of Illinois, as Trustee under Trust Agreement dated April 11, 1990 and known as Trust No. 52785-9K, in an amount not to exceed \$4,500,000.00. The loan to said Plunkett Missouri Investment Company is evidenced by a certain Note of even date herewith executed by said Plunkett Missouri Investment Company in the original principal amount of \$2,750,000.00. The loan to said NBD Trust Company of Illinois, as Trustee as aforesaid, is evidenced by a certain Note of even date herewith executed by said NBD Trust Company of Illinois, as Trustee as aforesaid, in the original principal amount of \$4,500,000.00. Said Plunkett Missouri Investment Company and said NBD Trust Company of Illinois, as Trustee as aforesaid, are hereinafter referred to as "Borrowers". Said Notes are hereinafter referred to as the "Notes". Said loans are hereinafter referred to as the "Loans". All documents and instruments evidencing or securing the Loans, together with any other documents and instruments hereafter executed and delivered in connection with the Loans, and any and all amendments, renewals, extensions and replacements thereof, are hereinafter referred to as the "Loan Instruments". All indebtedness evidenced or secured by the Loan Instruments is hereinafter referred to as "Borrowers' Liabilities".

II. This Guaranty is secured by (i) a Mortgage and Security Agreement of even date herewith on certain real estate located in Arlington Heights, Illinois and (ii) a Mortgage and Security Agreement of even date herewith on certain real estate located in Lombard, Illinois.

III. This Guaranty is made by Guarantors to induce Lender to make the Loans to Borrowers.

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THE GUARANTY

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are

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hereby acknowledged, Guarantors, jointly and severally, hereby make the following guaranties:

1.1 **Guaranty of Payment and Performance.** Guarantors hereby absolutely, unconditionally, continually and irrevocably guaranty the prompt payment, timely performance and satisfaction in full of Borrowers' Liabilities in accordance with the terms of the Loan Instruments. Guarantors absolutely and unconditionally covenant and agree that, in the event that Borrowers, or either one of them, are unable to, or do not, pay, perform or satisfy any of Borrower's Liabilities, in a full and timely manner, for any reason, including, without limitation, the liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition, or readjustment of, or other similar proceedings affecting, the status, composition, identity, existence, assets or obligations of Borrowers, or either one of them, or the disaffirmance or termination of any of Borrowers' Liabilities in or as a result of any such proceedings, Guarantors shall pay, perform or satisfy Borrowers' Liabilities and that no such occurrence shall in any way reduce or affect Guarantors' obligations hereunder. Upon the occurrence of a default in the prompt payment, timely performance and satisfaction in full of Borrowers' Liabilities, all of the obligations of Guarantors shall, at the election of Lender, become immediately due and payable.

1.2 **Joint and Several Liability.** Guarantors shall be directly and primarily liable, jointly and severally with Borrowers, for all of the foregoing. Lender's rights under this Guaranty shall be exercisable by action against any one or more of Guarantors, all of Guarantors together, or joined with any action against Borrowers, or either one of them. Lender need not proceed against Borrowers, or either one of them, or resort to any property or other security held by Lender as security for Borrowers' Liabilities (including without limitation the foreclosure of any mortgages made to secure the Loan) or exhaust its remedies against Borrowers, or either one of them, or exercise any of the other remedies available to Lender under any of the other Loan Instruments, prior to, concurrently with or after proceeding against Guarantors, or any one of them, to collect the full amount of Guarantors' obligations hereunder. This Guaranty shall survive the foreclosure of any one or more of the mortgages made to secure the Loans. The liability of Guarantors hereunder shall not be discharged, reduced or affected by the collection of any portion of Borrowers' Liabilities, whether by foreclosure of any mortgage, other security instrument or collateral assignment made to Lender to secure the Loans or by the exercise of any other right or remedy provided in the Loan Instruments or at law or equity.

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II

ADDITIONAL PROVISIONS

2.1 **Liability of Guarantors Not Affected.** The liability of Guarantors hereunder shall not be affected by:

2.1(a) Any renewal, extension, substitution, modification, replacement of, or indulgence with respect to, Borrowers' Liabilities, all of which Lender is hereby authorized to make;

2.1(b) Any extension in the time for making any payments of Borrowers' Liabilities, or any portion thereof, including without limitation any of the Borrowers' Liabilities due under the Notes, or under any renewal, extension, modification or replacement of the Notes;

2.1(c) The acceptance by Lender of any additional security for Borrowers' Liabilities;

2.1(d) Any failure or omission during any period of time whatsoever of Lender to attempt to collect any of Borrowers' Liabilities, or to exercise any remedy available under the Loan Instruments;

2.1(e) Any waiver of any right, power or remedy available under, or any waiver of any default with respect to, the terms and provisions of any of the Loan Instruments;

2.1(f) Any sale, exchange, release, surrender or other disposition of, or realization upon, any collateral securing Borrowers' Liabilities, or any settlement or compromise of any guaranties of Borrowers' Liabilities, or any other obligation of any person or entity with respect to the Loan Instruments;

2.1(g) The genuineness, enforceability or validity of any of the Loan Instruments or the genuineness, enforceability or validity of any agreement which relates thereto or otherwise pertains to any collateral securing Borrowers' Liabilities;

2.1(h) The making of additional loans to Borrowers, or either one of them, the increase or reduction of the maximum principal amount of the Loans, the increase or reduction in the interest rate provided in the Notes, or any other modification, amendment, release or waiver of the terms of the Loan Instruments;

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2.1(i) Any defense that Borrowers, or either one of them, are not liable for the payment of Borrowers' Liabilities, or any portion thereof, for any reason whatsoever, Guarantors being liable therefor notwithstanding that Borrowers, or either one of them, may not be;

2.1(j) The failure by Lender to file or enforce a claim against the estate (either in bankruptcy or other proceeding) of Borrowers, or either one of them;

2.1(k) The incapacity, death, insanity, disability, dissolution, or any other change in the status, of Borrowers, or either one of them, or any other person or entity;

2.1(l) Any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantors or against any security resulting from the exercise or election of any remedies by Lender or any defense arising by reason of the cessation from any cause of the liability of Borrowers, or either one of them; or

2.1(m) Any failure by Lender to file, record or otherwise perfect any lien or security interest, or any failure by Lender to insure or protect any security for Borrowers' Liabilities,

all whether or not Guarantors shall have had notice or knowledge of any act, event or omission referred to in the foregoing. Guarantors' liability hereunder is independent of any other guaranties or other obligations at any time in effect with respect to the Loan Instruments, and Guarantors' liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of any such other guaranties or other obligations.

2.2 Waivers. Guarantors hereby expressly waive:

2.2(a) Notice of acceptance of this Guaranty, notice of any default under any of the other Loan Instruments, notice of any matter concerning the financial condition of Borrowers, or either one of them, or notice of the taking of any action or the exercise of any remedy by Lender under the Loan Instruments;

2.2(b) Presentment, demand, notice of dishonor, protest and notice of protest, notice of any and all defaults and all other notices whatsoever;

2.2(c) Any and all claims or defenses based upon lack of diligence in:

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(i) collection of any amount the payment of which is guaranteed hereby;

(ii) protection of any collateral or other security for Borrowers' Liabilities; or

(iii) realization upon the other Loan Instruments.

2.2(d) Any defenses, set-offs or counterclaims which may be available to Borrowers, or either one of them;

2.2(e) Any impairment, modification, change, release or limitation of the liability of, or stay of actions or lien enforcement proceedings against, either of Borrowers, its property, or its estate in bankruptcy, resulting from the operation of any provision of the state or federal bankruptcy laws, or from the decision of any court;

2.2(f) The right to the benefit of, or to direct the application of, any security held by Lender, any right to enforce any remedy which Lender now or hereafter may have against Borrowers, or either one of them, or any right to participate in any security now or hereafter held by Lender; and

2.2(g) The right of reimbursement or subrogation or other right or remedy of Guarantors against Borrowers, or either one of them, or against any security held by Lender, or any defense arising by reason of any release for any reason whatsoever of Borrowers, or either one of them,

it being the intention of Guarantors to, and Guarantors do hereby, waive all defenses, including those given to sureties or guarantors at law or in equity, other than the actual payment and performance of Borrowers' Liabilities.

2.3 Subordinations. All indebtedness now or hereafter owing by Borrowers, or either one of them, to Guarantors, or any one of them, for borrowed money or otherwise is hereby subordinated to the payment of Borrowers' Liabilities, and, subsequent to a default hereunder or under any of the other Loan Instruments, none of the Guarantors shall accept payment of all or any portion of such subordinated indebtedness until Borrowers' Liabilities shall have been paid in full. All security interests, liens and encumbrances which Guarantors, or any one of them, now or hereafter may have upon any of the assets of Borrowers, or either one of them, are hereby subordinated to all security interests, liens and encumbrances heretofore, now or hereafter granted to Lender pursuant to the Loan Instruments. If, subsequent to a default

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hereunder or the occurrence of an Event of Default under any of the other Loan Instruments, Guarantors, or any one of them, receive payment, satisfaction or security for any indebtedness of Borrowers, or either one of them, to Guarantors, or any one of them, Guarantors agree forthwith to deliver such payment, satisfaction or security to Lender in the form received, endorsed or assigned as may be appropriate, for application on account of Borrowers' Liabilities and, until so delivered, shall hold the same for Lender.

2.4 Nature of Remedies. No delay or omission on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof. The remedies available to Lender under this Guaranty shall be exercisable against the undersigned jointly and severally and the failure by Lender to proceed against one of the undersigned shall not affect the liability of the other for all amounts and obligations guaranteed hereunder. Such remedies shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law or under the Notes or any of the other Loan Instruments. Lender may apply all monies received from Borrowers, or either one of them, or from any security or collateral held by Lender to Borrowers' Liabilities in such manner as it deems fit, without in any way being required to marshal securities or assets or to apply all or any part of such monies to Borrowers' Liabilities in any particular order or manner. The release of any one of Guarantors shall not affect the liability of the other. No waiver of any right or remedy shall be deemed made by Lender or shall be effective against Lender, unless such waiver is made in writing and is executed by Lender.

2.5 Costs of Collection. In the event of the enforcement of this Guaranty by Lender, Lender shall be entitled to collect from Guarantors its reasonable costs of collection, including attorneys' fees.

2.6 Assignment. This Guaranty shall not be assignable by Guarantors, but shall be binding upon the heirs, legal representatives and successors of Guarantors. This Guaranty shall be assignable by Lender and shall inure to the benefit of its successors and assigns.

2.7 Governing Law. This Guaranty shall be governed by, and construed in accordance with, the law of the State of Illinois.

2.8 Severability. If any term, restriction or covenant of this Guaranty, or the application thereof to any persons, entities or circumstances is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons, entities and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person, entity or circumstance is deemed illegal, the application of such term, restriction or covenant to other persons, entities and

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circumstances shall remain unaffected to the extent permitted by law.

2.9 Notices. All notices, requests, reports, demands or other instruments which may be given or furnished under this Guaranty to Lender or Guarantors shall be directed to Lender or Guarantors as the case may be at the following addresses:

If to Lender:

NBD Skokie Bank, N.A.
8001 Lincoln Avenue
Skokie, Illinois 60077
Attention: Mr. Frederick E. Thompson

If to Guarantors:

Mr. Hugh Plunkett, Jr.

Mr. John T. Plunkett

with a copy to:

McCarthy, Duffy, Neidhart & Snakard
100 North LaSalle Street
Suite 1400
Chicago, Illinois 60601
Attention: John M. Duffy, Esq.

Any such notices, requests, reports, demands or other instruments shall be (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. mail, postage prepaid, or (iii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.

2.10 Representations and Warranties. Each of the Guarantors hereby represent and warrant, as of the date hereof and for so long as any of Borrower's Liabilities remain unpaid, that:

2.10(a) This Guaranty is the legal, valid and binding obligation of such Guarantor and is enforceable against such Guarantor in accordance with its terms;

2.10(b) The execution, delivery and performance by Guarantors of this Guaranty does not and will not violate any authority having the force of law or any indenture,

agreement or other instrument to which any of Guarantors are a party or by such Guarantor or any of the properties or assets of such Guarantor is or may be bound;

2.10(c) There is no action or proceeding at law or in equity or by or before any court or governmental instrumentality or agency now pending or, to its best knowledge, threatened, affecting such Guarantor which may materially and adversely affect the financial condition of such Guarantor;

2.10(d) All balance sheets, earning statements and other financial data which have been or may hereafter be furnished to Lender to induce it to make the Loan or otherwise in connection with it, do or shall fairly represent the financial condition of such Guarantor as of the dates and for the periods for which the same are furnished, and all other information, reports and other papers and data furnished to Lender are or shall be at the time the same are so furnished, accurate and correct in all material respects and complete insofar as necessary to give Lender a true and accurate knowledge of the subject matter; and

2.10(e) Such Guarantor has a net worth greater than zero.

2.11 **Covenant to Deliver Financial Statements.** Within ninety (90) days after the end of its fiscal year, each Guarantor shall deliver to Lender financial statements pertaining to such Guarantor, certified by such Guarantor to be true, correct and complete and prepared in accordance with generally accepted accounting principles consistently applied.

2.12 **Acceleration.** Upon the happening of any of the following events: the death of any of Guarantors or insolvency of any of Guarantors, or suspension of business of any of Guarantors, or the issuance of any warrant of attachment against any of the property of any of Guarantors, or the making by any of Guarantors of an assignment for the benefit of creditors, or a trustee or receiver being appointed for any of Guarantors, or any proceeding being commenced by any of Guarantors, under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt, receivership, liquidation or dissolution law or statute, or any such proceeding being filed against any of Guarantors then and in any such event, and at any time thereafter, Lender may, without notice to Borrowers or any of Guarantors, make Borrowers' Liabilities whether or not then due, immediately due to and payable hereunder, and Lender shall be entitled to enforce the obligations of the Guarantors hereunder.


2.13 **Claim for Recovery.** If claim is ever made upon Lender for repayment or recovery of any amount or amounts received

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by Lender in payment or on account of any of Borrowers' Liabilities and Lender repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of its property, or (b) any settlement or compromise of any such claim effected by Lender with any such claimant (including Borrowers, or either one of them), then and in such event Guarantors agree that any such judgment, decree, order, settlement or compromise shall be binding upon Guarantors, notwithstanding the cancellation of any note or other instrument evidencing any liability of Borrowers, or either one of them, and Guarantors shall be and remain liable to Lender hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Lender.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty on the date first above written.


Hugh Plunkett, Jr.


John T. Plunkett

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EXHIBIT C

LOTS 72, 73 AND 74 IN C. A. GOELZ'S ARLINGTON HEIGHTS GARDENS, BEING A
SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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MORTGAGE AND SECURITY AGREEMENT
(Arlington Heights, Illinois)

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THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), made as of August 24, 1990, is made and executed by First Bank of Oak Park, not in its individual capacity but as Trustee under a Trust Agreement dated June 21, 1972, and known as Trust No. 9798, having its principal offices at 11 Madison Street, Oak Park, Illinois 60301 ("Mortgagor"), in favor of NBD Skokie Bank, N.A., a national banking association, having its office at 8001 Lincoln Avenue, Skokie, Illinois 60077 ("Lender").

RECITALS

I. Lender has agreed, subject to certain terms and conditions, to make a loan to Plunkett Missouri Investment Company, an Illinois general partnership, in an amount not to exceed \$2,750,000.00, which loan is evidenced by a Note of even date herewith, executed by said Plunkett Missouri Investment Company, in the principal amount of \$2,750,000.00, a copy of which is attached hereto as Exhibit A-1. Lender has agreed, subject to certain terms and conditions, to make a loan to NBD Trust Company of Illinois, as Trustee under Trust Agreement dated April 11, 1990 and known as Trust No. 52785-BK, in an amount not to exceed \$4,500,000.00, which loan is evidenced by a Note of even date herewith, executed by said NBD Trust Company of Illinois, as Trustee as aforesaid, a copy of which is attached hereto as Exhibit A-2. Said Plunkett Missouri Investment Company and said NBD Trust Company of Illinois, as Trustee as aforesaid, are hereinafter referred to as "Borrowers." Said Notes are hereinafter referred to as the "Notes". Said loans are hereinafter referred to as the "Loans".

II. The Loans are secured by a certain Guaranty of Payment and Performance of even date herewith (the "Guaranty"), executed by Hugh Plunkett, Jr. and John T. Plunkett ("Guarantors"). A copy of the Guaranty is attached hereto as Exhibit B.

III. Guarantors, together with Rose Plunkett and Dorothy Plunkett (collectively, "Beneficiary") are the sole beneficiaries of Mortgagor. Mortgagor has executed and delivered this Mortgage to secure the payment and performance by Guarantors of their obligations under the Guaranty.

GRANTING CLAUSES

To secure the obligations of Guarantors under the Guaranty and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Mortgage, the Guaranty, any and all other mortgages, security

NOTE IDENTIFIED

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agreements, assignments of leases and rents, guaranties, letters of credit and any other documents and instruments now or hereafter executed by Mortgagor, Borrowers, Guarantors, or any party related thereto or affiliated therewith to evidence, secure or guarantee the payment of all or any portion of the indebtedness under the Notes and any and all renewals, extensions, amendments and replacements of this Mortgage, the Guaranty, the Notes and any such other documents and instruments (the Notes, the Guaranty, this Mortgage, such other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit, and any other documents and instruments now or hereafter executed and delivered in connection with the Loans, and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "Loan Instruments" and individually as a "Loan Instrument") (all indebtedness and liabilities secured hereby being hereinafter sometimes referred to as "Borrowers' Liabilities" which indebtedness and liabilities being secured hereby shall, in no event, exceed five times the aggregate face amount of the Notes), Mortgagor does hereby convey, mortgage, assign, transfer, pledge and deliver to Lender the following described property subject to the terms and conditions herein:

(A) The land located in Cook County, Illinois, legally described in attached Exhibit C ("Land");

(B) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land; and, to the extent not owned by tenants of the Mortgaged Property (defined herein), all machinery, appliances, equipment, furniture and all other personal property of every kind or nature located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Land, buildings, structures, improvements or fixtures now or hereafter located or to be located on the Land, or in connection with any construction being conducted or which may be conducted thereon, and all extensions, additions, improvements, substitutions and replacements to any of the foregoing ("Improvements");

(C) All building materials and goods which are procured or to be procured for use on or in connection with the Improvements or the construction of additional Improvements, whether or not such materials and goods have been delivered to the Land ("Materials");

(D) All plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports of examinations or analyses of the Land or the Improvements, contracts for services to be rendered to Mortgagor, Beneficiary or otherwise in connection with the Improvements and all other property, contracts, reports, proposals and other materials now or hereafter existing in any way relating to the Land or the Improvements or the construction of additional Improvements;

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(E) All easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("Appurtenances");

(F) (i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;

(ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Land, Improvements, Appurtenances or Materials or any part thereof, (b) damage to all or any portion of the Land, Improvements or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Appurtenances, Materials or of other property, or (c) the alteration of the grade of any street or highway on or about the Land, Improvements, Appurtenances, Materials or any part thereof; and, except as otherwise provided herein, Lender is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby;

(iii) All contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Land, Improvements, Appurtenances or Materials; and

(iv) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Appurtenances or Materials;

(G) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances (the "Rents"); it being intended that this Granting Clause shall constitute an absolute and present assignment of the Rents, subject, however, to the conditional permission given to Mortgagor to collect and use the Rents as provided in this Mortgage;

(H) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements, Appurtenances or Materials, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Mortgagor which contain evidence of payments made under the leases and all security given therefor

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(collectively, the "Leases"), subject, however, to the conditional permission given in this Mortgage to Mortgagor to collect the Rents arising under the Leases as provided in this Mortgage;

(I) Any and all after-acquired right, title or interest of Mortgagor in and to any of the property described in the preceding Granting Clauses; and

(J) The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses;

All of the mortgaged property described in the Granting Clauses, together with all real and personal, tangible and intangible property pledged in, or to which a security interest attaches pursuant to, any of the Loan Instruments is sometimes referred to collectively as the "Mortgaged Property." The Rents and Leases are pledged on a parity with the Land and Improvements and not secondarily.

ARTICLE ONE

COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Lender as follows:

1.01 **Performance under Mortgage, Guaranty and Other Loan Instruments.** Mortgagor shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all provisions hereof and of the Guaranty, every other Loan Instrument and every instrument evidencing or securing Borrowers's Liabilities and will promptly pay or cause to be paid to Lender when due all sums required to be paid by Mortgagor pursuant to the Guaranty, this Mortgage, every other Loan Instrument and every other instrument evidencing or securing Borrowers's Liabilities.

1.02 **General Covenants, Representations and Warranties.** Mortgagor covenants, represents and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) Mortgagor is seized of an indefeasible estate in fee simple in that portion of the Mortgaged Property which is real property, and has good and absolute title to it and the balance of the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever, except those expressly permitted in writing by Lender, if any (the "Permitted Encumbrances"); (b) Mortgagor has good right, full power and lawful authority to mortgage and pledge the Mortgaged Property as provided herein; (c) upon the occurrence of an Event of Default, Lender may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Mortgaged Property in accordance with the terms hereof; and (d) Mortgagor will maintain and preserve the lien of this Mortgage as a first

lien on the Mortgaged Property subject only to the Permitted Encumbrances until Borrowers' Liabilities have been paid in full.

1.03 Compliance with Laws and Other Restrictions. Mortgagor covenants and represents that the Land and the Improvements and the use thereof presently comply with, and will during the full term of this Mortgage continue to comply with, all applicable restrictive covenants, zoning and subdivision ordinances and building codes, licenses, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations. If any federal, state or other governmental body or any court issues any notice or order to the effect that the Mortgaged Property or any part thereof is not in compliance with any such covenant, ordinance, code, law or regulation, Mortgagor will promptly provide Lender with a copy of such notice or order and will immediately commence and diligently perform all such actions as are necessary to comply therewith or otherwise correct such non-compliance. Mortgagor shall not, without the prior written consent of Lender, petition for or otherwise seek any change in the zoning ordinances or other public or private restrictions applicable to the Mortgaged Property on the date hereof.

1.04 Taxes and Other Charges.

1.04.1 Taxes and Assessments. Mortgagor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens and encumbrances of every kind and nature whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or Borrowers' Liabilities or upon or against the interest of Lender in the Mortgaged Property, as well as all taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or in respect of the Mortgaged Property or any part thereof; provided, however, that unless compliance with applicable laws requires that taxes, assessments or other charges must be paid as a condition to protesting or contesting the amount thereof, Mortgagor may in good faith, by appropriate proceedings commenced within ninety (90) days of the due date of such amount and thereafter diligently pursued, contest the validity, applicability or amount of any asserted tax, assessment or other charge and pending such contest Mortgagor shall not be deemed in default hereunder if on or before the due date of the asserted tax or assessment, Mortgagor shall first either (i) deposit with Lender a bond or other security satisfactory to Lender in the amount of one hundred fifty percent (150%) of the amount of such tax or assessment or (ii) obtain an endorsement, in form and substance satisfactory to Lender, to the loan policy of title insurance issued to Lender insuring the lien of this Mortgage, insuring over such tax or assessment. Mortgagor shall pay the disputed or contested tax, assessment or other charge and all interest and penalties due in respect thereof on or before the date any

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adjudication of the validity or amount thereof becomes final and in any event no less than thirty (30) days prior to any forfeiture or sale of the Mortgaged Property by reason of such non-payment. Upon Lender's request, Mortgagor will promptly file, if it has not theretofore filed, such petition, application or other instrument as is necessary to cause the Land and Improvements to be taxed as a separate parcel or parcels which include no property not a part of the Mortgaged Property.

1.04.2 Taxes Affecting Lender's Interest. If any state, federal, municipal or other governmental law, order, rule or regulation, which becomes effective subsequent to the date hereof, in any manner changes or modifies existing laws governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting taxes, so as to impose on Lender a tax by reason of its ownership of any or all of the Loan Instruments or measured by the amount of Borrowers' Liabilities, the principal amount of the Notes, require or have the practical effect of requiring Lender to pay any portion of the real estate taxes levied in respect of the Mortgaged Property to pay any tax levied in whole or in part in substitution for real estate taxes or otherwise affects materially and adversely the rights of Lender in respect of the Guaranty, the Notes, this Mortgage or the other Loan Instruments, Borrowers' Liabilities and all interest accrued thereon shall, upon thirty (30) days' notice, become due and payable forthwith at the option of Lender, whether or not there shall have occurred an Event of Default, provided, however, that, if Mortgagor may, without violating or causing a violation of such law, order, rule or regulation, pay such taxes or other sums as are necessary to eliminate such adverse effect upon the rights of Lender and does pay such taxes or other sums when due, Lender may not elect to declare due Borrowers' Liabilities by reason of the provisions of this Paragraph 1.04.2.

1.04.3 Tax Escrow. At the request of Lender, Mortgagor shall, in order to secure the performance and discharge of Mortgagor's obligations under this Paragraph 1.04, but not in lieu of such obligations, deposit with Lender, on the first day of each calendar month, deposits, in amounts set by Lender from time to time by written notice to Mortgagor, in order to accumulate funds sufficient to permit Lender to pay all annual ad valorem taxes, assessments and charges of the nature described in Paragraph 1.04.1 at least thirty (30) days prior to the date or dates on which they shall become delinquent. The taxes, assessments and charges for purposes of this Paragraph 1.04.3 shall, if Lender so elects, include, without limitation, water and sewer rents. Mortgagor shall procure and deliver to Lender when issued all statements or bills for such obligations. Upon demand by Lender, Mortgagor shall deliver to Lender such additional monies as are required to satisfy any deficiencies in the amounts necessary to enable Lender to pay such taxes, assessments and similar charges thirty (30) days prior to the date they become delinquent. Lender shall pay such taxes, assessments and other charges as they become due to the extent of

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the funds on deposit with Lender from time to time and provided Mortgagor has delivered to Lender the statements or bills therefor. In making any such payments, Lender shall be entitled to rely on any bill issued in respect of any such taxes, assessments or charges without inquiry into the validity, propriety or amount thereof and whether delivered to Lender by Mortgagor or otherwise obtained by Lender. Any deposits received pursuant to this Paragraph 1.04.3 shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender and Lender shall have no obligation to pay interest on amounts deposited with Lender pursuant to this Paragraph 1.04.3. If any Event of Default occurs any part or all of the amounts then on deposit or thereafter deposited with Lender under this Paragraph 1.04.3 may at Lender's option be applied to payment of Borrowers' Liabilities in such order as Lender may determine.

1.04.4 No Credit Against the Indebtedness Secured Hereby. Mortgagor shall not claim, demand or be entitled to receive any credit against any of Borrowers' Liabilities for any of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof or that are applicable to Borrowers' Liabilities or to Lender's Interest in the Mortgaged Property.

1.05 Mechanic's and Other Liens. Mortgagor shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien or encumbrance (other than any lien for taxes and assessments not yet due) to be created upon or against the Mortgaged Property, provided, however, that Mortgagor may in good faith, by appropriate proceeding, contest the validity, applicability or amount of any asserted lien and, pending such contest, Mortgagor shall not be deemed to be in default hereunder if Mortgagor shall first either (i) deposit with Lender a bond or other security satisfactory to Lender in the amount of one hundred fifty percent (150%) of the amount of such lien or (ii) obtain an endorsement, in form and substance satisfactory to Lender, to the loan policy of title insurance issued to Lender insuring the lien of this Mortgage, insuring over such lien. Mortgagor shall pay the disputed amount and all interest and penalties due in respect thereof on or before the date any adjudication of the validity or amount thereof becomes final and, in any event, no less than thirty (30) days prior to any foreclosure sale of the Mortgaged Property or the exercise of any other remedy by such claimant against the Mortgaged Property.

1.06 Insurance and Condemnation.

1.06.1 Hazard Insurance. Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of Lender, until Borrowers' Liabilities are paid in full, policies of hazard insurance in an amount which shall be not less than 100% of the full insurable replacement cost of the Mortgaged Property (other than the Land) insuring on a replacement cost basis the Mortgaged Property against loss or damage on an "All Risks"

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form, such insurable hazards, casualties and contingencies as Lender may require, including without limitation fire, windstorm, rainstorm, vandalism, earthquake and, if all or any part of the Mortgaged Property shall at any time be located within an area identified by the government of the United States or any agency thereof as having special flood hazards and for which flood insurance is available, flood. Mortgagor shall pay promptly when due any premiums on such insurance policies and on any renewals thereof. The form of such policies and the companies issuing them shall be acceptable to Lender. If any such policy shall contain a co-insurance clause it shall also contain an agreed amount or stipulated value endorsement. All such policies and renewals thereof shall be held by Lender and shall contain a standard mortgagee's endorsement making losses payable to Lender. No additional parties shall appear in the mortgage clause without Lender's prior written consent. In the event of loss, Mortgagor will give immediate written notice to Lender and Lender may make proof of loss if not made promptly by Mortgagor (for which purpose Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact). In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in full or partial satisfaction of Borrowers' Liabilities, 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. All such policies shall provide that they shall not be modified, cancelled or terminated without at least thirty (30) days' prior written notice to Lender from the insurer.

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1.06.2 Other Insurance. Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of, Lender, until Borrowers' Liabilities are paid in full, (i) a general liability insurance policy of not less than \$3,000,000.00, (ii) a loss of rentals and/or business interruption insurance policy (in an amount equal to not less than one year's gross rent or gross income for a fully leased or fully operational building) and (iii) such other insurance policies relating to the Mortgaged Property and the use and operation thereof, including dramshop and worker's compensation insurance, in such amounts as may be reasonably required by Lender and with such companies and in such form as may be acceptable to Lender. Lender, by written demand upon Mortgagor, may require such policies to contain an endorsement, in form satisfactory to Lender, naming Lender as the loss payee thereunder.

1.06.3 Adjustment of Loss. Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss of more than \$10,000.00 under any insurance policies covering or relating to the Mortgaged Property and to collect and receive the proceeds from any such policy or policies (and deposit such proceeds as provided in Paragraph 1.06.5). Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact for the purposes set forth in the preceding sentence. Each insurance company is hereby authorized and directed to make payment (i) of 100% of all such

losses of more than said amount directly to Lender alone and (ii) of 100% of all such losses of said amount or less directly to Mortgagor alone, and in no case to Mortgagor and Lender jointly. After deducting from such insurance proceeds any expenses incurred by Lender in the collection and settlement thereof, including without limitation attorneys' and adjusters' fees and charges, Lender shall apply the net proceeds as provided in Paragraph 1.06.5. Lender shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

1.06.4 **Condemnation Awards.** Lender shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of, (i) any damage or taking, pursuant to the power of eminent domain, of the Mortgaged Property or any part thereof, (ii) damage to the Mortgaged Property by reason of the taking, pursuant to the power of eminent domain, of other property, or (iii) the alteration of the grade of any street or highway on or about the Mortgaged Property. Lender is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such compensation, awards, damages, claims, rights of action and proceeds and to settle or compromise any claim in connection therewith. Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact for the purposes set forth in the preceding sentence. Lender after deducting from such compensation, awards, damages, claims, rights of action and proceeds all its expenses, including attorneys' fees, may apply such net proceeds (except as otherwise provided in Paragraph 1.06.5 of this Mortgage) to payment of Borrowers' Liabilities in such order and manner as Lender may elect. Mortgagor agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as Lender may require.

1.06.5 **Repair; Proceeds of Casualty Insurance and Eminent Domain.** If all or any part of the Mortgaged Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Paragraph 1.06.4, Mortgagor shall promptly and with all due diligence restore and repair the Mortgaged Property whether or not the proceeds, award or other compensation are sufficient to pay the cost of such restoration or repair. At Lender's election, to be exercised by written notice to Mortgagor within thirty (30) days following Lender's unrestricted receipt in cash or the equivalent thereof of said proceeds, award or other compensation, the entire amount of said proceeds, award or compensation shall either (i) be applied to Borrowers' Liabilities in such order and manner as Lender may elect or (ii) be made available to Mortgagor on such terms and conditions as Lender may impose, including without limitation the terms and conditions set forth in this Paragraph 1.06.5, for the purpose of financing the cost of restoration or repair with any excess to be applied to Borrowers' Liabilities. Notwithstanding the foregoing, if (a) in

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the judgment of Lender, the improvements located on the Mortgaged Property can be repaired or restored to an architectural and economic unit of the same character and not less valuable than they were prior to such damage and destruction, (b) the insurers do not deny liability to the insured, (c) all leases of the Mortgaged Property shall continue in full force and effect and the tenants thereunder shall be paying rent unabated, (d) the amount necessary to repair or restore the improvements as determined by Lender shall be less than \$50,000.00 and (e) if no Event of Default shall have occurred, then Lender will make the proceeds of insurance available for repair or restoration on the conditions herein contained. If the amount of proceeds to be made available to Mortgagor pursuant to this Paragraph 1.06.5 is less than the cost of the restoration or repair as estimated by Lender at any time prior to completion thereof, Mortgagor shall cause to be deposited with Lender the amount of such deficiency within thirty (30) days of Lender's written request therefor (but in no event later than the commencement of the work) and Mortgagor's deposited funds shall be disbursed prior to any such insurance proceeds. If Mortgagor is required to deposit funds under this Paragraph 1.06.5, the deposit of such funds shall be a condition precedent to Lender's obligation to disburse any insurance proceeds held by Lender hereunder. Without limitation of Lender's rights hereunder, it shall be an additional condition precedent to any disbursement of insurance proceeds held by Lender hereunder that Lender shall have approved all plans and specifications for any proposed repair or restoration. The amount of proceeds, award or compensation which is to be made available to Mortgagor, together with any deposits made by Mortgagor hereunder, shall be held by Lender to be disbursed from time to time to pay the cost of repair or restoration either, at Lender's option, to Mortgagor or directly to contractors, subcontractors, material suppliers and other persons entitled to payment in accordance with and subject to such conditions to disbursement as Lender may impose to assure that the work is fully completed in a good and workmanlike manner and paid for and that no liens or claims arise by reason thereof. Lender may commingle any such funds held by it with its other general funds. Lender shall not be obligated to pay interest in respect of any such funds held by it nor shall Mortgagor be entitled to a credit against any of Borrowers' Liabilities except and to the extent the funds are applied thereto pursuant to this Paragraph 1.06.5. Notwithstanding any other provision of this Paragraph 1.06.5, if an Event of Default shall be existing at the time of such casualty, taking or other event or if an Event of Default occurs thereafter, Lender shall have the right to immediately apply all insurance proceeds, awards or compensation to the payment of Borrowers' Liabilities in such order and manner as Lender may determine. Lender shall have the right at all times to apply such net proceeds to the cure of any Event of Default under the Loan Instruments.

~~1.06.6 Proceeds of Business Interruption and Rental Insurance. The net proceeds of business interruption and rental insurance shall be paid to Lender for application first to~~

~~Borrowers' Liabilities in such order and manner as Lender may elect and then to the creation of reserves for future payments of Borrowers' Liabilities in such amounts as Lender deems necessary with the balance to be remitted to Mortgagor subject to such controls as Lender may deem necessary to assure that said balance is used to discharge accrued and to be accrued expenses of operation and maintenance of the Mortgaged Property.~~

1.06.7 **Renewal of Policies.** At least thirty (30) days prior to the expiration date of any policy evidencing insurance required under this Paragraph 1.06.7, a renewal thereof satisfactory to Lender shall be delivered to Lender or substitution therefor, together with receipts or other evidence of the payment of any premiums then due on such renewal policy or substitute policy.

1.06.8 **Insurance Escrow.** At the request of Lender, Mortgagor shall, in order to secure the performance and discharge of Mortgagor's obligations under this Paragraph 1.06, but not in lieu of such obligations, deposit with Lender, on the first day of each calendar month, a sum in an amount determined by Lender from time to time by written notice to Mortgagor, in order to accumulate funds sufficient to permit Lender to pay all premiums payable in connection with the insurance required hereunder at least thirty (30) days prior to the date or dates on which they shall become due. Upon demand by Lender, Mortgagor shall deliver to Lender such additional monies as are required to satisfy any deficiencies in the amounts necessary to enable Lender to pay such premiums thirty (30) days prior to the date they shall become due.

1.07 **Non-Impairment of Lender's Rights.** Nothing contained in this Mortgage shall be deemed to limit or otherwise affect any right or remedy of Lender under any provision of this Mortgage or of any statute or rule of law to pay and, upon Mortgagor's failure to pay the same, Lender may pay any amount required to be paid by Mortgagor under Paragraphs 1.04, 1.05 and 1.06. Mortgagor shall pay to Lender on demand the amount so paid by Lender together with interest at the highest of the Default Rates provided in the Notes (the "Default Rate"), and the amount so paid by Lender shall be added to Borrowers' Liabilities. The provisions of Paragraph 1.04.3 are solely for the added protection of Lender and entail no responsibility on Lender's part beyond the allowing of due credit as specifically provided therein. Upon assignment of this Mortgage, any funds on hand shall be turned over to the assignee and, provided the assignee shall assume Lender's responsibilities with respect to such funds, any responsibility of Lender with respect to such funds shall terminate.

1.08 **Care of the Mortgaged Property.**

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good and first class condition and repair. Mortgagor shall not, without the prior written consent of Lender, permit,

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commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

(b) Except as otherwise provided in this Mortgage, no new improvements shall be constructed on the Mortgaged Property and no part of the Mortgaged Property shall be removed, demolished or altered in any material manner without the prior written consent of Lender.

1.09 Transfer or Encumbrance of the Mortgaged Property.

Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease (other than leases made in accordance with the provisions of this Mortgage) or encumbrance of, or any contract for any of the foregoing on an installment basis or otherwise pertaining to, the Mortgaged Property, any part thereof, any interest therein, any interest in the beneficial interest in Mortgagor or in any other trust holding title to the Mortgaged Property or any interest in a corporation, partnership or other entity which owns all or part of the Mortgaged Property or such beneficial interest, whether by operation of law or otherwise, without the prior written consent of Lender having been obtained (i) to the sale, assignment, conveyance, mortgage, lease, option, encumbrance or other transfer and (ii) to the form and substance of any instrument evidencing or contracting for any such sale, assignment, conveyance, mortgage, lease, option, encumbrance or other transfer. Mortgagor shall pay all costs and expenses incurred by Lender in connection with any request for consent made under this Paragraph 1.09, whether such consent is or is not given. Mortgagor shall not, without the prior written consent of Lender, further assign or permit to be assigned the rents from the Mortgaged Property, and any such assignment without the prior express written consent of Lender shall be null and void. Mortgagor shall not permit any interest in any lease of the Mortgaged Property to be subordinated to any encumbrance on the Mortgaged Property other than the Loan Instruments and any such subordination shall be null and void. Mortgagor agrees that in the event the ownership of the Mortgaged Property, any interest therein or any part thereof becomes vested in a person other than Mortgagor, Lender may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage, the Guaranty, the Notes, the Loan Instruments and Borrowers' Liabilities without in any way vitiating or discharging Mortgagor's liability hereunder or Borrowers' Liabilities. No sale of the Mortgaged Property, no forbearance to any person with respect to this Mortgage, and no extension to any person of the time for payment of the Notes or any other Borrowers' Liabilities given by Lender shall operate to release, discharge, modify, change or affect the original liability of Mortgagor, either in whole or in part, except to the extent specifically agreed in writing by Lender.

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1.10 Further Assurances. At any time and from time to time, upon Lender's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Lender, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and re-filed at such time and in such offices and places as shall be deemed desirable by Lender, any and all such further mortgages, security agreements, financing statements, instruments of further assurance, certificates and other documents as Lender may consider necessary or desirable in order to effectuate or perfect, or to continue and preserve the obligations under, the Notes, this Mortgage, any other Loan Instrument and any instrument evidencing or securing Borrowers' Liabilities, and the lien of this Mortgage as a lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so, Lender may make, execute, record, register, file, re-record, re-register or re-file any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Lender the agent and attorney-in-fact of Mortgagor to do so.

1.11 Security Agreement and Financing Statements.

(a) Mortgagor (as debtor) hereby grants to Lender (as creditor and secured party) a security interest under the Illinois Uniform Commercial Code in all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever constituting part of the Mortgaged Property. Mortgagor shall execute any and all documents, including without limitation financing statements pursuant to the Illinois Uniform Commercial Code, as Lender may request to preserve, maintain and perfect the priority of the first lien and security interest created hereby on property which may be deemed personal property or fixtures, and shall pay to Lender on demand any expenses incurred by Lender in connection with the preparation, execution and filing of any such documents. Mortgagor hereby authorizes and empowers Lender and irrevocably appoints Lender the agent and attorney-in-fact of Mortgagor to execute and file, on Mortgagor's behalf, all financing statements and refilings and continuations thereof as Lender deems necessary or advisable to create, preserve and protect such lien. When and if Mortgagor and Lender shall respectively become the debtor and secured party in any Illinois Uniform Commercial Code financing statement affecting the Mortgaged Property (or Lender takes possession of personal property delivered by Mortgagor where possession is the means of perfection of the security interest), then, at Lender's sole election, this Mortgage shall be deemed a security agreement as defined in such Illinois Uniform Commercial Code, and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein or by general law, or, as to such part of the security which is also reflected in such financing statement, by

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the specific statutory consequences now or hereafter enacted and specified in the Illinois Uniform Commercial Code.

(b) Without limitation of the foregoing, if an Event of Default occurs, Lender shall be entitled immediately to exercise all remedies available to it under the Illinois Uniform Commercial Code and this Paragraph 1.11. Mortgagor shall, in such event and if Lender so requests, assemble the tangible personal property at Mortgagor's expense, at a convenient place designated by Lender. Mortgagor shall pay all expenses incurred by Lender in the collection of such indebtedness, including reasonable attorneys' fees and legal expenses, and in the repair of any real estate or other property to which any of the tangible personal property may be affixed. If any notification of intended disposition of any of the personal property is required by law, such notification shall be deemed reasonable and proper if given at least ten (10) days before such disposition. Any proceeds of the disposition of any of the personal property may be applied by Lender to the payment of the reasonable expenses of retaking, holding, preparing for sale and selling the personal property, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Lender toward the payment of such of Borrowers' Liabilities, and in such order or application, as Lender may from time to time elect. If an Event of Default occurs, Lender shall have the right to exercise and shall automatically succeed to all rights of Mortgagor with respect to intangible personal property subject to the security interest granted herein. Any party to any contract subject to the security interest granted herein shall be entitled to rely on the rights of Lender without the necessity of any further notice or action by Beneficiary. Lender shall not by reason of this Mortgage or the exercise of any right granted hereby be obligated to perform any obligation of Mortgagor with respect to any portion of the personal property nor shall Lender be responsible for any act committed by the Mortgagor, or any breach or failure to perform by the Mortgagor with respect to any portion of the personal property.

(c) Mortgagor and Lender agree that the filing of a financing statement in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing the express declaration and intention of the parties hereto, hereinabove stated, that everything used in connection with the production of income from the Mortgaged Property and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings, legal or equitable, shall be regarded as part of the real estate encumbered by this Mortgage irrespective of whether (i) any such item is physically attached to the Land or Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Lender, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the

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mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of Lender as determined by this instrument or adversely affecting the priority of Lender's lien granted hereby or by any other recorded document. Any such mention in any such financing statement is declared to be for the protection of Lender in the event any court or judge shall at any time hold with respect to clauses (1), (2) or (3) above, that notice of Lender's priority of interest, to be effective against a particular class of persons, including, but not limited to, the federal government and any subdivisions or entity of the federal government, must be filed in the Illinois Uniform Commercial Code records.

1.12 Assignment of Rents.

(a) The assignment of rents, income and other benefits contained in Paragraph (G) of this Mortgage shall be fully operative without any further action on the part of either party, and, specifically, Lender shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to all rents, income and other benefits from the Mortgaged Property, whether or not Lender takes possession of such property. Mortgagor hereby further grants to Lender the right effective upon the occurrence of an Event of Default to do any or all of the following, at Lender's option: (i) enter upon and take possession of the Mortgaged Property for the purpose of collecting the rents, income and other benefits; (ii) dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Lender; (iii) lease the Mortgaged Property or any part thereof; (iv) repair, restore and improve the Mortgaged Property; and (v) apply the rents, income and other benefits, after payment of certain expenses and capital expenditures relating to the Mortgaged Property, on account of Borrowers' Liabilities in such order and manner as Lender may elect. Such assignment and grant shall continue in effect until Borrowers' Liabilities are paid in full, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Lender pursuant to such grant, whether or not foreclosure proceedings have been instituted. Neither the exercise of any rights under this paragraph by Lender nor the application of any such rents, income or other benefits to payment of Borrowers' Liabilities shall cure or waive any Event of Default or notice provided for hereunder, or invalidate any act done pursuant hereto or pursuant to any such notice, but shall be cumulative of all other rights and remedies. Mortgagor and Beneficiary have executed and delivered to Lender an Assignment of Leases and Rents of even date herewith, and, to the extent that the provisions of this Paragraph 1.12 or Paragraph 1.14 are inconsistent with the

provisions of said Assignment of Leases and Rents, the provisions of said Assignment of Leases and Rents shall control. Notwithstanding the foregoing, so long as no Event of Default has occurred or is continuing, Mortgagor shall have the right and authority to continue to collect the rents, income and other benefits from the Mortgaged Property as they become due and payable but not more than thirty (30) days prior to the due date thereof. The existence or exercise of such right of Mortgagor to collect said rents, income and other benefits shall not operate to subordinate this assignment to any subsequent assignment of said rents, income or other benefits, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Lender hereunder.

(b) Mortgagor shall not permit any rent under any lease of the Mortgaged Property to be collected more than thirty (30) days in advance of the due date thereof and, upon any receiver, Lender, anyone claiming by, through or under Lender or any purchaser at a foreclosure sale coming into possession of the Mortgaged Property, no tenant shall be given credit for any rent paid more than thirty (30) days in advance of the due date thereof. Mortgagor shall act promptly to enforce all available remedies against any delinquent lessee so as to protect the interest of the lessor under the leases and to preserve the value of the Mortgaged Property.

1.13 After-Acquired Property. To the extent permitted by, and subject to, applicable law, the lien of this Mortgage, including without limitation the security interest created under Paragraph 1.11, shall automatically attach, without further act, to all property hereafter acquired by Mortgagor located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof.

1.14 Leases Affecting Mortgaged Property.

(a) Mortgagor shall comply with and perform in a complete and timely manner all of its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. Mortgagor shall give notice to Lender of any default by the landlord under any lease affecting the Mortgaged Property promptly upon the occurrence of such default, but, in any event, in such time to afford Lender an opportunity to cure any such default prior to the tenant having any right to terminate the lease. Each of the leases shall contain a provision requiring the tenant to notify Lender of any default by landlord and granting an opportunity for a reasonable time after such notice to cure such default prior to any right accruing to the tenant to terminate such lease. Mortgagor, if requested by Lender, shall furnish promptly to Lender (i) original or certified copies of all such leases now existing or hereafter created, as amended, and (ii) a current rent roll in form reasonably satisfactory to Lender. Lender shall have the

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right to notify at any time and from time to time any tenant of the Mortgaged Property of any provision of this Mortgage.

(b) The assignment contained in Paragraph (H) of the Granting Clauses shall not be deemed to impose upon Lender any of the obligations or duties of the landlord or Mortgagor provided in any lease, including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage. Mortgagor hereby acknowledges and agrees that Mortgagor is and will remain liable under such leases to the same extent as though the assignment contained in Paragraph (I) of the Granting Clauses had not been made. Lender disclaims any assumption of the obligations imposed upon the landlord or Mortgagor under the leases, except as to such obligations which arise after such time as Lender shall have exercised the rights and privileges conferred upon it by the assignment contained in Paragraph (H) of the Granting Clauses and assumed full and indefeasible ownership of the collateral thereby assigned. With respect to the assignment contained in Paragraph (H) of the Granting Clauses, Mortgagor shall, from time to time upon request of Lender, specifically assign to Lender as additional security hereunder, by an instrument in writing in such form as may be approved by Lender, all right, title and interest of Mortgagor in and to any and all leases now or hereafter of or affecting the Mortgaged Property or any part thereof together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under such lease. Mortgagor shall also execute and deliver to Lender any notification, financing statement or other document reasonably required by Lender to perfect the foregoing assignment as to any such lease. The provisions of this Paragraph 1.14 shall be subject to the provisions of Paragraph (H) of the Granting Clauses.

1.15 Management of Mortgaged Property. Mortgagor shall cause the Mortgaged Property to be managed at all times in accordance with sound business practice.

1.16 Execution of Leases. Mortgagor shall not permit any leases to be made of the Mortgaged Property or existing leases to be modified, terminated, extended or renewed without the prior written consent of Lender.

1.17 Expenses. Mortgagor shall pay when due and payable, and otherwise on demand made by Lender, all loan fees, appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title insurance fees, escrow fees, attorneys' fees, court costs, documentary and expert evidence, fees of inspecting architects and engineers, and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by Lender in connection with any of the following:

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(a) The preparation, execution, delivery and performance of the Loan Instruments;

(b) The funding of the Loans;

(c) Any court or administrative proceeding involving Mortgagor, the Mortgaged Property or the Loan Instruments to which Lender is made a party or is subject to subpoena by reason of its being a holder of any of the Loan Instruments, including without limitation bankruptcy, insolvency, reorganization, probate, eminent domain, condemnation, building code and zoning proceedings;

(d) Any court or administrative proceeding or other action undertaken by Lender to enforce any remedy or to collect any indebtedness due under this Mortgage or any of the other Loan Instruments following a default thereunder, including without limitation a foreclosure of this mortgage or a public or private sale under the Illinois Uniform Commercial Code;

(e) Any remedy exercised by Lender following an Event of Default including foreclosure of this Mortgage and actions in connection with taking possession of the Mortgaged Property or collecting rents assigned hereby and by the Assignment of Leases and Rents;

(f) Any activity in connection with any request by Mortgagor, Beneficiary or anyone acting on behalf of Mortgagor or Beneficiary that the Lender consent to a proposed action which, pursuant to this Mortgage or any of the other Loan Instruments may be undertaken or consummated only with the prior consent of Lender, whether or not such consent is granted; or

(g) Any negotiation undertaken between Lender and Mortgagor, Beneficiary or anyone acting on behalf of Mortgagor or Beneficiary pertaining to the existence or cure of any default under or the modification or extension of any of the Loan Instruments.

If Mortgagor fails to pay said costs and expenses as above provided, Lender may elect, but shall not be obligated, to pay the costs and expenses described in this Paragraph 1.17, and if Lender does so elect, then Mortgagor will, upon demand by Lender, reimburse Lender for all such expenses which have been or shall be paid or incurred by it. The amounts paid by Lender in respect of such expenses, together with interest thereon at the Default Rate from the date paid by Lender until paid by Mortgagor, shall be added to Borrowers' Liabilities, shall be immediately due and payable and shall be secured by the lien of this Mortgage and the other Loan Instruments. In the event of foreclosure hereof, Lender shall be entitled to add to the indebtedness found to be due by the

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court a reasonable estimate of such expenses to be incurred after entry of the decree of foreclosure. To the extent permitted by law, Mortgagor agrees to hold harmless Lender against and from, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses, including without limitation attorneys' fees, which may be imposed upon, asserted against, or incurred or paid by it by reason of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever, or asserted against it on account of any act performed or omitted to be performed hereunder, or on account of any transaction arising out of or in any way connected with the Mortgaged Property, this Mortgage, the Guaranty, the other Loan Instruments, any of the indebtedness evidenced by the Notes or any of Borrowers' Liabilities.

1.18 Lender's Performance of Mortgagor's Obligations.

If Mortgagor fails to pay any tax, assessment, encumbrance or other imposition, or to furnish insurance hereunder, or to perform any other covenant, condition or term in this Mortgage, the Guaranty, the Notes or any other Loan Instrument, Lender may, but shall not be obligated to, pay, obtain or perform the same. All payments made, whether such payments are regular or accelerated payments, and costs and expenses incurred or paid by Lender in connection therewith shall be due and payable immediately. The amounts so incurred or paid by Lender, together with interest thereon at the Default Rate from the date paid by Lender until reimbursed by Mortgagor, shall be added to Borrowers' Liabilities and secured by the lien of this Mortgage and the other Loan Instruments. Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any covenant, condition or term that Mortgagor has failed to perform or observe, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor. Performance or payment by Lender of any obligation of Mortgagor shall not relieve Mortgagor of such obligation or of the consequences of having failed to perform or pay the same and shall not effect the cure of any Event of Default.

1.19 Payment of Superior Liens.

To the extent that Lender, after the date hereof, pays any sum due under any provision of law or instrument or document creating any lien superior or equal in priority in whole or in part to the lien of this Mortgage, Lender shall have and be entitled to a lien on the premises equal in parity with that discharged, and Lender shall be subrogated to and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Lender to secure the Guaranty, the Notes and all obligations and liabilities secured hereby. Lender shall be subrogated, notwithstanding their release of record, to mortgages, trust deeds, superior titles, vendors' liens, mechanics' and materialmen's liens, charges, encumbrances, rights and equities on the Mortgaged Property to the extent that any obligation under any

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thereof is paid or discharged with proceeds of disbursements or advances under the Notes or other indebtedness secured hereby.

1.20 Books and Records. Mortgagor shall cause Beneficiary to keep and maintain at all times complete, true and accurate books of account and records reflecting the results of the operation of the Mortgaged Property. Mortgagor shall cause Beneficiary to furnish to Lender within ninety (90) days after the end of Beneficiary's fiscal year, financial statements of Beneficiary in form reasonably satisfactory to Lender, prepared on a "review" basis in accordance with generally accepted accounting principles consistently applied by an independent certified public accountant satisfactory to Lender. Mortgagor shall cause Beneficiary to furnish quarterly unaudited financial statements of Plunkett Furniture Company within thirty (30) days following the end of each fiscal quarter of said Plunkett Furniture Company. Mortgagor shall also cause Beneficiary to furnish rent rolls and such interim unaudited financial statements and other information pertaining to the Mortgaged Property and the operation thereof as Lender may, from time to time, require.

1.21 Intentionally Deleted.

1.22 Use of the Mortgaged Property. Mortgagor shall not suffer or permit the Mortgaged Property, or any portion thereof, to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair Mortgagor's title to the Mortgaged Property or any portion thereof, or in such manner as might reasonably make possible a claim or claims of easement by prescription or adverse possession by the public, as such, or of implied dedication of the Mortgaged Property or any portion thereof. Mortgagor shall not use or permit the use of the Mortgaged Property or any portion thereof for any unlawful purpose.

1.23 Litigation Involving Mortgaged Property. Mortgagor shall promptly notify Lender of any litigation, administrative procedure or proposed legislative action initiated against Mortgagor, Beneficiary or the Mortgaged Property or in which the Mortgaged Property is directly or indirectly affected including any proceedings which seek to (i) enforce any lien against the Mortgaged Property, (ii) correct, change or prohibit any existing condition, feature or use of the Mortgaged Property, (iii) condemn or demolish the Mortgaged Property, (iv) take, by the power of eminent domain, any portion of the Mortgaged Property or any property which would damage the Mortgaged Property, (v) modify the zoning applicable to the Mortgaged Property, or (vi) otherwise adversely affect the Mortgaged Property. Mortgagor shall initiate or appear in any legal action or other appropriate proceedings when necessary to protect the Mortgaged Property from damage. Mortgagor shall, upon written request of Lender, represent and defend the interests of Lender in any proceedings described in this Paragraph 1.23 or, at Lender's election, pay the fees and expenses of any

counsel retained by Lender to represent the interest of Lender in any such proceedings.

1.24 Environmental Condition.

(a) Mortgagor covenants and represents that there are no, nor will there, for so long as any of Borrowers' Liabilities remain outstanding, be any Hazardous Materials (as hereinafter defined) generated, released, stored, buried or deposited over, beneath, in or upon the Mortgaged Property. For purposes of this Mortgage, "Hazardous Materials" shall mean and include any pollutants, flammables, explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials under any federal or applicable state or local laws, ordinances or regulations which regulate, govern or prohibit the generation, manufacture, use, transportation, disposal, release, storage/treatment of, or response or exposure to toxic or hazardous substances, wastes or materials. Such laws, ordinances and regulations are hereinafter collectively referred to as the "Hazardous Materials Laws."

(b) Mortgagor shall, and Mortgagor shall cause all employees, agents, contractors and subcontractors of Mortgagor and any other persons from time to time present on or occupying the Mortgaged Property to, keep and maintain the Mortgaged Property, in compliance with, and not cause or knowingly permit the Mortgaged Property to be in violation of, any applicable Hazardous Materials Laws. Neither Mortgagor nor any employees, agents, contractors or subcontractors of Mortgagor or any other persons occupying or present on the Mortgaged Property shall use, generate, manufacture, store or dispose of on, under or about the Mortgaged Property or transport to or from the Mortgaged Property any Hazardous Materials, except as such Hazardous Materials may be required to be used, stored or transported in connection with the permitted uses of the Mortgaged Property and then only to the extent permitted by law after obtaining all necessary permits and licenses therefor.

(c) Mortgagor shall immediately advise Lender in writing of: (i) any notices received by Mortgagor (whether such notices are from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of the violation or potential violation occurring on or about the Mortgaged Property of any applicable Hazardous Materials Laws; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any Hazardous Materials Laws; (iii) all claims made or threatened by any third party against Mortgagor or the Mortgaged Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred

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to as "Hazardous Materials Claims"); and (iv) Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be subject to any Hazardous Materials Claims. Lender shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and Mortgagor shall pay to Lender, upon demand, all reasonable attorneys' and consultants' fees incurred by Lender in connection therewith.

(d) Mortgagor shall be solely responsible for, and shall indemnify and hold harmless Lender, its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence (whether prior to or during the term of the Loans or otherwise and regardless of by whom caused, whether by Mortgagor or any predecessor in title or any owner of land adjacent to the Mortgaged Property or any other third party, or any employee, agent, contractor or subcontractor of Mortgagor or any predecessor in title or any such adjacent land owner or any third person) of Hazardous Materials on, under or about the Mortgaged Property; including, without limitation: (i) claims of third parties (including governmental agencies) for damages, penalties, losses, costs, fees, expenses, damages, injunctive or other relief; (ii) response costs, clean-up costs, costs and expenses of removal and restoration, including fees of attorneys and experts, and costs of determining the existence of Hazardous Materials and reporting same to any governmental agency; and (iii) any and all expenses or obligations, including reasonable attorneys' fees, incurred at, before and after any trial or appeal therefrom whether or not taxable as costs, including, without limitation, reasonable attorneys' fees, witness fees, deposition costs, copying and telephone charges and other expenses.

(e) Mortgagor hereby represents, warrants and certifies that: (i) the execution and delivery of the Loan Instruments is not a "transfer of real property" under and as defined in the Illinois Responsible Property Transfer Act (Ill. Rev. Stat. Ann. Ch. 30 §903) ("RPTA"); (ii) there are no underground storage tanks located on, under or about the Mortgaged Property which are subject to the notification requirements under Section 9002 of the Solid Waste Disposal Act, so now or hereafter amended (42 U.S.C. §6991); and (iii) there is no facility located on or at the Mortgaged Property which is subject to the reporting requirements of Section 312 of the federal Emergency Planning and Community Right to Know Act of 1986 and the federal regulations promulgated thereunder (42 U.S.C. §11022), as "facility" is defined in RPTA.

(f) Any loss, damage, cost, expense or liability incurred by Lender as a result of a breach or misrepresentation by

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Mortgagor or for which Mortgagor is responsible or for which Mortgagor has indemnified Lender shall be paid to Lender on demand, and, failing prompt reimbursement, such amounts shall, together with interest thereon at the Default Rate under the Notes from the date incurred by Lender until paid by Mortgagor, be added to Borrowers' Liabilities, be immediately due and payable and be secured by the lien of this Mortgage and the other Loan Instruments.

(g) Lender may, in its sole discretion, require Mortgagor to complete or cause to be completed, appropriate studies or assessments of the Mortgaged Property to determine the status of environmental conditions on and about the Mortgaged Property which such studies and/or assessments shall be for the benefit of, and conform to standards established by Lender.

(h) Mortgagor hereby grants access to Lender, its agents, employees and contractors, access to the Mortgaged Property, at any time upon reasonable prior notice, for the purpose of either (i) taking such action as Lender shall determine to be appropriate to respond to a release or threatened release or the presence of Hazardous Materials, or any related condition, on or about the Mortgaged Property, or (ii) to conduct a study and/or assessment of the environmental condition of the Mortgaged Property to determine the status of environmental conditions on and about the Mortgaged Property.

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ARTICLE TWO

DEFAULTS

2.01 Event of Default. The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

(a) The failure by Mortgagor (i) to pay or deposit when due (A) any amount due and payable under the Guaranty; (B) any deposit for taxes and assessments due hereunder within ten (10) days after such deposit is due hereunder; or (C) any other sums to be paid by Mortgagor hereunder within ten (10) days after such payment is due hereunder; or (ii) to keep, perform or observe any covenant, condition or agreement on the part of Mortgagor in this Mortgage contained in Paragraphs 1.04.1, 1.06.1, 1.06.2 or 1.09 hereof; or (iii) to keep, perform or observe any other covenant, condition or agreement on the part of Mortgagor in this Mortgage and such failure shall continue for thirty (30) days following the delivery of written notice to Mortgagor; provided, however, if such default is of the kind or nature that (in Lender's judgment) it is curable but is not capable of being cured within thirty (30) days, and provided, further, that

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Mortgagor has promptly commenced and is diligently proceeding to cure, then if such default is not cured within forty-five (45) days following the delivery of such notice.

(b) The occurrence of a default under any of the Loan Instruments not cured within such cure, grace or other period, if any, provided in such Loan Instrument.

(c) The occurrence of an "Event of Default" under and as defined in any of the Loan Instruments.

(d) The untruth of any warranty or representation made herein or in any affidavit or certificate executed by Beneficiary or any person acting on behalf of the Beneficiary or Mortgagor in connection with the Loans, the application therefor or the disbursement thereof.

(e) An uninsured loss, damage, destruction or taking by eminent domain or other condemnation proceedings of any substantial portion of the Mortgaged Property or any part of the Mortgaged Property which materially impairs any of the intended uses of the Mortgaged Property.

(f) The appointment of a receiver, trustee or conservator of Mortgagor, Beneficiary, all or any part of the Mortgaged Property or Mortgagor's or Beneficiary's business pertaining to the operation of the Mortgaged Property.

(g) The occurrence of any of the following events:

(i) An admission in writing by a Party in Interest of its inability to pay debts as they become due;

(ii) The institution by a Party in Interest of bankruptcy, reorganization, insolvency or arrangement proceedings of any kind under federal bankruptcy statutes or any similar law (state or federal) now or hereafter existing;

(iii) The institution against a Party in Interest of bankruptcy, reorganization, insolvency or arrangement proceedings of any kind under federal bankruptcy statutes or any similar law (state or federal) now or hereafter existing which proceedings are not dismissed within sixty (60) days of filing;

(iv) The making of a general assignment for the benefit of creditors by a Party in Interest;

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(v) The declaration by any court, government or governmental agency of the bankruptcy or insolvency of a Party in Interest;

(vi) The entry of a final judgment against a Party in Interest for \$25,000.00 or more which is not satisfied within thirty (30) days of the date on which such judgment shall have become final and all stays of execution pending appeal or otherwise shall have expired;

(vii) The issuance of a writ or warrant of attachment, levy, seizure or distraint or any similar process against a Party in Interest or all or a material part of the Mortgaged Property which is not stayed within sixty (60) days of issuance or the lapse of any such stay;

(viii) Any amendment of the agreement creating or governing a Party in Interest, without Lender's prior written consent; or

(ix) The dissolution, death or declaration, by a court of competent jurisdiction of the mental incompetency, of a Party in Interest.

For purposes of the foregoing clauses (i) through (ix), "a Party in Interest" shall mean Mortgagor or Beneficiary (or any one of Beneficiary).

(h) The occurrence of an Event of Default under and as defined in that certain Mortgage and Security Agreement of even date herewith executed by First Bank of Oak Park, as Trustee under Trust Agreement dated June 20, 1968 and known as Trust No. 8423, in favor of Lender pertaining to certain real estate in DuPage County, Illinois.

(i) The occurrence of an Event of Default under and as defined in that certain Mortgage and Security Agreement of even date herewith executed by NBD Trust Company of Illinois, as Trustee under Trust Agreement dated April 11, 1990 and known as Trust No. 52785-SK, in favor of Lender pertaining to certain real estate in Cook County, Illinois.

ARTICLE THREE

REMEDIES

3.01 Acceleration of Maturity. If an Event of Default shall have occurred, Lender may declare the Guaranty and any other

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of Borrowers' Liabilities to be immediately due and payable, and upon such declaration Borrowers' Liabilities declared due shall immediately become and be due and payable without further demand or notice.

3.02 Lender's Power of Enforcement. If an Event of Default shall have occurred, Lender may, either with or without entry or taking possession as provided in this Mortgage or otherwise, and without regard to whether or not Borrowers' Liabilities shall have been accelerated, and without prejudice to the right of Lender thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced or arising thereafter, proceed by any appropriate action or proceeding: (a) to enforce payment of Borrowers' Liabilities or the performance of any term hereof or any of the other Loan Instruments; (b) to foreclose this Mortgage and to have sold, as an entirety or in separate lots or parcels, the Mortgaged Property; and (c) to pursue any other remedy available to it. Lender may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Lender may determine. Without limitation of the foregoing, if an Event of Default shall have occurred, as an alternative to the right of foreclosure, after acceleration thereof, Lender shall have the right to institute partial foreclosure proceedings with respect to the portion of Borrowers' Liabilities so in default, as if under a full foreclosure, and without declaring all of Borrowers' Liabilities to be immediately due and payable (such proceedings being referred to herein as "partial foreclosure"), and provided that, if Lender has not elected to accelerate all of Borrowers' Liabilities and a foreclosure sale is made because of default in payment of only a part of Borrowers' Liabilities, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of Borrowers' Liabilities. Any sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unmatured portion of Borrowers' Liabilities, but as to such unmatured portion, this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Lender may elect, at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate Borrowers' Liabilities by reason of any Event of Default upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. Lender may proceed with one or more partial foreclosures without exhausting its right to proceed with a full or partial foreclosure sale for any unmatured portion of Borrowers' Liabilities, it being the purpose to permit, from time to time a partial foreclosure sale for any matured portion of Borrowers' Liabilities without exhausting the power to foreclose and to sell the Mortgaged Property pursuant to any partial foreclosure in respect of any other portion of Borrowers' Liabilities, whether matured at the time or subsequently maturing, and

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without exhausting at any time the right of acceleration and the right to proceed with a full foreclosure.

3.03 Lender's Right to Enter and Take Possession, Operate and Apply Income.

(a) If an Event of Default shall have occurred, (i) Mortgagor, upon demand of Lender, shall forthwith surrender to Lender and cause Beneficiary to surrender to Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, Lender itself, or by such officers or agents as it may appoint, is hereby expressly authorized to enter and take possession of all or any portion of the Mortgaged Property and may exclude Mortgagor, Beneficiary and the agents and employees of either or both of them wholly therefrom and shall have joint access with Mortgagor and Beneficiary to the books, papers and accounts of Mortgagor and Beneficiary; and (ii) notwithstanding the provisions of any lease or other agreement to the contrary, Mortgagor shall pay monthly in advance to Lender, on Lender's entry into possession, or to any receiver appointed to collect the rents, income and other benefits of the Mortgaged Property, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Mortgagor or Beneficiary, or any entity affiliated with or controlled by Mortgagor or Beneficiary, and upon default in any such payment Mortgagor shall, and shall cause Beneficiary to, vacate and surrender possession of such part of the Mortgaged Property to Lender or to such receiver, and in default thereof Mortgagor may be evicted by summary proceedings or otherwise.

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(b) If Mortgagor or Beneficiary shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Lender's demand, Lender may obtain a judgment or decree conferring on Lender the right to immediate possession or requiring Mortgagor and Beneficiary to deliver immediate possession of all or part of the Mortgaged Property to Lender, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor shall pay to Lender, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to Lender, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every such entering upon or taking of possession, Lender, to the extent permitted by law, may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

(i) perform such construction, make all necessary and proper maintenance, repairs, renewals, replacements, additions and improvements thereto and thereon, and purchase or otherwise acquire additional fixtures and personal property;

(ii) insure or keep the Mortgaged Property insured;

(iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Mortgagor, on its behalf or otherwise, with respect to the same;

(iv) enter into agreements with others to exercise the powers herein granted Lender, all as Lender from time to time may determine; and Lender may collect and receive all the rents, income and other benefits of the Mortgaged Property, including those past due as well as those accruing thereafter; and shall apply the monies so received by Lender, in such order and manner as Lender may determine, to (1) the payment of interest, principal and other payments due and payable on the Notes or pursuant to this Mortgage or to any other Borrowers' Liabilities, (2) deposits for taxes and assessments, (3) the payment or creation of reserves for payment of insurance, taxes, assessments and other proper charges or liens or encumbrances upon the Mortgaged Property or any part thereof, and (4) the compensation, expenses and disbursements of the agents, attorneys and other representatives of Lender; and

(v) exercise such remedies as are available to Lender under the Loan Instruments or at law or in equity.

Lender shall surrender possession of the Mortgaged Property to Mortgagor only when all Borrowers' Liabilities shall have been paid in full and all other defaults have been cured. However, the same right to take possession shall exist if any subsequent Event of Default shall occur.

3.04 Leases. Lender is authorized to foreclose this Mortgage subject to the rights, if any, of any or all tenants of the Mortgaged Property, even if the rights of any such tenants are or would be subordinate to the lien of this Mortgage. Lender may elect to foreclose the rights of some subordinate tenants while foreclosing subject to the rights of other subordinate tenants. The failure to make any subordinate tenant a party defendant to any foreclosure proceedings and to foreclose its rights will not be, nor be asserted by Mortgagor, any junior lien holder, any tenant or any other party claiming by, through or under Mortgagor to be, a defense to any such foreclosure proceeding or any other proceedings instituted by Lender to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property. Each lease entered into by Mortgagor subsequent to the date hereof shall provide that, and any tenant under any such lease shall be subject to the following provisions whether or not such lease shall so provide, (i) Lender, at its election, may execute and record an instrument which shall be deemed to cause such lease to be either prior or subordinate

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(whichever Lender elects) to the lien of this Mortgage, (ii) upon any foreclosure hereof or the acceptance of a deed in lieu of foreclosure, the tenant under any such lease (other than a lease which is subordinate to the lien hereof and which is foreclosed in such foreclosure proceedings) shall attorn to the grantee in the deed or other purchaser at the sale and (iii) the tenant thereunder shall execute and deliver any confirmatory instruments which Lender may request in connection therewith. A failure by any such tenant to comply with any of the foregoing provisions shall constitute a default under such lease. Lender shall be made, constituted and irrevocably appointed as such tenant's attorney-in-fact so to do in the event that tenant shall fail to comply within ten (10) days after written demand from Lender. The omission of any such provision from any such lease or the failure to record any such instrument shall not affect Lender's rights under this Paragraph 3.04.

3.05 Purchase by Lender. Upon any foreclosure sale, Lender may bid for and purchase all or any portion of the Mortgaged Property and, upon compliance with the terms of the sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

3.06 Application of Foreclosure Sale Proceeds. The proceeds of any foreclosure sale of the Mortgaged Property or any part thereof received by Lender shall be applied by Lender to the indebtedness secured hereby in such order and manner as Lender may elect in a written notice to Mortgagor given on or before sixty (60) days following confirmation of the sale and, in the absence of such election, first to the expenses of sale, then to expenses including attorneys' fees of the foreclosure proceeding, then to interest and then to principal.

3.07 Application of Indebtedness Toward Purchase Price. Upon any foreclosure sale, Lender may apply any or all of the indebtedness and other sums due to Lender under the Guaranty, this Mortgage or any other Loan Instrument or any other Borrowers' Liabilities, or any decree in lieu thereof, toward the purchase price.

3.08 Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. Mortgagor hereby waives any and all rights of redemption. Mortgagor further agrees, to the full extent permitted by law, that in case of an Event of Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action which would prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit

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of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. 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 Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Statutes) (herein called 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.

3.09 Receiver - Lender in Possession. If an Event of Default shall have occurred, Lender, to the extent permitted by law and without regard to the value of the Mortgaged Property or the adequacy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right and without any additional showing or proof, at Lender's election, to either the appointment by the court of a receiver (without the necessity of Lender posting a bond) to enter upon and take possession of the Mortgaged Property and to collect all rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court into possession of the Mortgaged Property as lender in possession with the same power herein granted to a receiver and with all other rights and privileges of a lender in possession under law. The right to enter and take possession of and to manage and operate the Mortgaged Property, and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Lender shall be liable to account only for such rents, income and other benefits actually received by Lender, whether received pursuant to this Paragraph 3.09 or Paragraph 3.03. Notwithstanding the appointment of any receiver or other custodian, Lender shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Lender.

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3.10 Suits to Protect the Mortgaged Property. Lender shall have the power and authority (but not the duty) to institute and maintain any suits and proceedings as Lender may deem advisable (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or which violate the terms of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property, or (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Lender's interest.

3.11 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor or Beneficiary, Lender, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amounts due and payable under the Guaranty, this Mortgage and any other Loan Instrument, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable after such date.

3.12 Mortgagor to Pay Borrowers' Liabilities in Event of Default; Application of Monies by Lender.

(a) Upon occurrence of an Event of Default, Lender shall be entitled to sue for and to recover judgment against Mortgagor for Borrowers' Liabilities due and unpaid together with costs and expenses, including, without limitation, the reasonable compensation, expenses and disbursements of Lender's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage; and the right of Lender to recover such judgment shall not be affected by any taking of possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of Borrowers' Liabilities, Lender shall be entitled to enforce all other rights and remedies under the Loan Instruments.

(c) Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any judgment by Lender under any of the Loan Instruments, and no attachment or levy of execution upon any of the Mortgaged Property or any other property of Mortgagor, shall (except as otherwise provided by law) in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies of Lender hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before until Borrowers' Liabilities are paid in full.

(d) Any monies collected or received by Lender under this Paragraph 3.12 shall be applied to the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Lender, and the balance remaining shall be applied to the payment of Borrowers' Liabilities, in such order and manner as Lender may elect, and any surplus, after payment of all Borrowers' Liabilities, shall be paid to Mortgagor.

3.13 Delay or Omission. No delay or omission of Lender in the exercise of any right, power or remedy accruing upon any

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Event of Default shall exhaust or impair any such right, power or remedy, or be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Lender may be exercised from time to time and as often as may be deemed expedient by Lender.

3.14 Waiver of Default. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies in respect thereof. If Lender (a) grants forbearance or an extension of time for the payment of any sums secured hereby, (b) takes other or additional security for the payment thereof, (c) waives or does not exercise any right granted in the Guaranty or the Notes, this Mortgage or any other Loan Instrument, (d) releases any part of the Mortgaged Property from the lien of this Mortgage or any other Loan Instrument, (e) consents to the filing of any map, plat or report of the Land, (f) consents to the granting of any easement on the Land, or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the lien of this Mortgage or any other Loan Instrument or the liability under the Guaranty or the Notes or other Loan Instruments of Mortgagor, any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, except as otherwise expressly provided in an instrument or instruments executed by Lender. Except as otherwise expressly provided in an instrument or instruments executed by Lender, no such act or omission shall preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default, nor shall the lien of this Mortgage be altered thereby, except to the extent of any releases as described in clause (d), above, of this Paragraph 3.14.

3.15 Discontinuance of Proceedings; Position of Parties Restored. If Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Lender, then and in every such case Mortgagor and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceedings had occurred or had been taken.

3.16 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Lender by the Guaranty, the Notes, this Mortgage or any other Loan Instrument or any instrument evidencing or securing Borrowers' Liabilities is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or

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under the Guaranty, the Notes or any other Loan Instrument or any instrument evidencing or securing Borrowers' Liabilities, or now or hereafter existing at law, in equity or by statute.

3.17 Interest After Event of Default. If an Event of Default shall have occurred, all sums outstanding and unpaid under the Guaranty and all other Borrowers' Liabilities shall, to the extent permitted by law, bear interest thereafter at the Default Rate until such Event of Default is cured.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

4.01 Heirs, Successors and Assigns Included in Parties. Whenever Mortgagor, Lender or Beneficiary is named or referred to herein, heirs and successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Mortgage shall bind the successors and assigns of Mortgagor and Beneficiary, including any subsequent owner of all or any part of the Mortgaged Property and inure to the benefit of the successors and assigns of Lender. This Section 4.01 shall not be construed to permit an assignment, transfer, conveyance, encumbrance or other disposition otherwise prohibited by this Mortgage.

4.02 Notices. All notices, requests, reports demands or other instruments required or contemplated to be given or furnished under this Mortgage to Mortgagor or Lender shall be directed to Mortgagor or Lender as the case may be at the following addresses:

If to Lender:	NBD Skokie Bank, N.A. 8001 Lincoln Avenue Skokie, Illinois 60077 Attention: Mr. Frederick E. Thompson
If to Mortgagor:	First Bank of Oak Park, as Trustee under Trust No. 9798 11 Madison Street Oak Park, Illinois 60302
with a copy to:	McCarthy, Duffy, Neidhart & Snakard 180 North LaSalle Street Chicago, Illinois 60601 Attention: John M. Duffy, Esq.

Any such notices, requests, reports, demands or other instruments shall be (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. mail, postage

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prepaid, or (iii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.

4.03 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

4.04 Invalid Provisions. In the event that any of the covenants, agreements, terms or provisions contained in the Guaranty, this Mortgage or in any other Loan Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Guaranty or in any other Loan Instrument (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

4.05 Changes. Neither this Mortgage nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Lender relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance. Any holder of a lien or encumbrance junior to the lien of this Mortgage shall take its lien subject to the right of Lender to amend, modify or supplement this Mortgage, the Guaranty or any of the other Loan Instruments and to increase the amount of the indebtedness secured hereby, 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.

4.06 Governing Law. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

4.07 Required Notices. Mortgagor shall notify Lender promptly of the occurrence of any of the following: (i) receipt of notice from any governmental authority relating to the violation of any rule, regulation, law or ordinance, the enforcement of which would materially and adversely affect the Mortgaged Property; (ii) material default by any tenant in the performance of its obligations under any lease of all or any portion of the Mortgaged Property or receipt of any notice from any such tenant claiming that a default by landlord in the performance of its obligations

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under any such lease has occurred; or (iii) commencement of any judicial or administrative proceedings by or against or otherwise adversely affecting Mortgagor, Beneficiary or the Mortgaged Property.

4.08 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also future advances (whether such advances are obligatory or are to be made at the option of Lender, or otherwise) made by Lender under the Notes, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Notes.

4.09 Release. Upon full payment of Borrowers' Liabilities, Lender shall issue to Mortgagor an appropriate release deed in recordable form. Notwithstanding the foregoing, on such earlier date as the improvements to be constructed on the real estate commonly known as "Lot 1 in Plunkett's Subdivision" in Hoffman Estates, Illinois have been completed and it has been determined by an appraiser selected by Lender that such improvements have a value of \$3,500,000.00 or more, then Lender shall issue such release deed to Mortgagor.

4.10 Attorneys' Fees. Whenever reference is made herein to the payment or reimbursement of attorneys' fees, such fees shall be deemed to include reasonable compensation to staff counsel, if any, of Lender in addition to the fees of any other attorneys engaged by Lender.

4.11 Compliance with Illinois Mortgage Foreclosure Law. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

4.12 Exculpatory Provision. This Mortgage is executed by First Bank of Oak Park, not in its individual capacity, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. It is

[Handwritten signature]
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expressly understood and agreed that nothing contained herein or in the Loan Instruments shall be construed as creating any liability on First Bank of Oak Park, in its individual capacity to pay Borrowers' Liabilities, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability in its individual capacity, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder. So far as Mortgagor and its successors and said First Bank of Oak Park personally are concerned, the legal holder of the Guaranty and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed and any rent or proceeds therefrom for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Guaranty provided or by action to enforce the personal liability of any guarantors of said indebtedness, by action against Beneficiary arising out of a breach of one or more of the other Loan Instruments to which Beneficiary is a party or by the exercise of any remedy available under any of the other Loan Instruments.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

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ATTEST:

FIRST BANK OF OAK PARK,
not in its individual capacity
but as Trustee under Trust
Agreement dated June 21, 1972
and known as Trust No. 9798


Its Assistant Secretary

By 
Its VICE PRESIDENT & TRUST OFFICER

PINS /
03-20-209-006
03-20-209-007
03-20-209-008

THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING RETURN TO:

Carole K. Towne, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3900
Chicago, Illinois 60603

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, LISA STARR NELSON, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT FREDERIC W. MEER and JOHN MACH, VICE-PRES., and ASST. SECY of First Bank of Oak Park, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE-PRES. and ASST. SECY appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said bank; and the said ASST. SECY acknowledged that HE, as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as HIS own free and voluntary act and as the free and voluntary act of said bank for said uses and purposes.

GIVEN under my hand and notarial seal this 24th day of AUGUST, 1990.

Lisa Starr Nelson

Notary Public

My Commission Expires: _____



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03 20 209 007
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Property of Cook County Clerk's Office

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1990 SEP 20 PM 12: 23
CAROL MOSKOWSKI
REGISTRAR OF TITLES

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Submitted by _____
 Address _____
 Promised _____
 Delivered on **3913169** _____
 Address _____
 Recipient _____
 Recipient Address _____
 Recipient Notified _____
 Office _____

COOK COUNTY CLERK
TITLES SECTION
KUG-14-22