

12.23.91 Dear Mr. Tolp... CT 14588541 P. Other... 91-0228-2

b) all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to the Mortgagee under or with respect to this Mortgage or any other document or instrument (referred to collectively herein as the "other Security Documents") which at any time evidences or secures the Note or any of the indebtedness evidenced thereby;

a) the principal of, interest on and all amounts of any kind whatsoever which may at any time or from time to time be or become due and owing under the Note;

c. The Liabilities. As a condition to its accepting the Note, the Mortgagee has required that Mortgagee grant and deliver this Mortgage to it for the purpose of securing the following (hereinafter referred to collectively as the "Liabilities"):

B. The Credit Agreements. The Mortgagee has given to the Mortgagee a note in the principal amount of \$200,000.00 bearing interest at the rate of nine percent (9%) per year payable in one hundred and twenty (120) equal monthly installments in arrears of \$2,028.53 each beginning on the first of the month next beginning after the date hereof, and on the first of each month thereafter, and an additional balloon payment of the unpaid balance and accrued interest on the first of the one hundred and twenty first month (such note being called herein the "Note").

A. The Land Trust. Land Trustee is the owner of the real estate legally described on Exhibit A attached hereto (the "Land"). The Partnership is the owner of the entire beneficial interest in, to and under the Trust.

Mortgagee hereby represents and states to the Mortgagee as follows:

RECITALS

THIS MORTGAGE, made and granted this day of December, 1991 by 4430 Armitage Avenue Limited Partnership (hereinafter referred to collectively as the "Partnership"), having an address at 4430 Armitage Avenue, Chicago, Illinois, and AmericanMidwest Bank & Trust, (the "Land Trustee"), not individually but as Trustee under the provisions of a Trust Agreement dated September 16, 1991, and known as Trust Number 6345 (the "Trust"), having its principal office at (600 N. Lake Street, Suite 1700) (herein the Partnership and the Land Trustee, individually and collectively, jointly and severally, together with the successors and assigns of each of them, are sometimes called the "Mortgagee"), to THE GOODBAR TREE & RUBBER COMPANY, an Ohio corporation, having its principal office at 1144 East Market Street, Akron, Ohio 44316 (herein, together with its successors and assigns, called the "Mortgagee").

MORTGAGE

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TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of the Mortgagor by virtue of any statutes and laws of the State or other jurisdiction in which the Land is located providing for the exemption of homesteads from sale on execution or otherwise.

and improvements thereon, are hereinafter sometimes referred to herein as the "Collateral" or the "Premises". All of said items of property, together with the Land and the buildings and shall be deemed and treated for all purposes of this instrument as real estate and not as integral part of the Land, and that all of the same are hereby conveyed, assigned and pledged adapted and appropriate, to the use of the Premises (as defined hereinafter) and constitute an property (and all substitutions therefor or additions thereto) are necessary, and especially in, any building or improvement now or hereafter standing on all or any part of the Land, it fixtures of every kind whatsoever, including inventory equipment in, or that may be placed any portion thereof or estate thereon, all rents, issues and profits thereof, and all apparatus and description on or which may hereafter be placed on the Land, all leases of all or belonging or in anywise appertaining to the Land, all buildings and improvements of every singular tenements, hereditaments, easements, privileges, appendages and appurtenances in and to the beds of the ways, roads, streets, avenues and alleys adjoining the Land, all and security interest in and to, the Land together with all right, title and interest of the Mortgagor and improvements thereon, are hereinafter sometimes referred to herein as the "Collateral" or the "Premises".

NOW, THEREFORE, for the purpose of securing the timely and proper payment and performance of all of the liabilities, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, the Mortgagor hereby MORTGAGES, CONVEYS, GRANTS, BARGAINS, SELLS, TRANSFERS, AND ASSIGNS (AND THE PARTNERSHIP WARRANTS) TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER, and grants to the Mortgagee a continuing security interest in and to, the Land together with all right, title and interest of the Mortgagor

GRANT

- (d) all of the covenants, obligations and agreements (and the truth of all representations and warranties) of Mortgagor, under the Note, this Mortgage or the other Security Documents;
- (e) any and all advances or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (as defined hereinafter), perform any obligation of the Mortgagor hereunder or under the Note the other Security Documents or collect any amount owing to the Mortgagee which is secured hereby or thereby;
- (f) interest on all of the foregoing; and
- (g) all costs of enforcement and collection under the Note, this Mortgage and the other Security Documents;

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CLERK OF THE CIRCUIT COURT

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(a) The following are herein referred to collectively as the "Senior Loan Documents": (i) that certain note in the original principal amount of six hundred and four thousand dollars ("Senior Note"); (ii) that certain mortgage executed by the Mortgagor in favor of AmericanMidwest Bank & Trust in the amount of six hundred and four thousand dollars (\$604,000.00) recorded on 12-24-91 with the Recorder of Deeds of Cook County, Illinois as Document Number 1001247 (the "Senior Mortgage"); (iii) that certain note in the original principal amount of three hundred and ninety-four thousand dollars (\$394,000.00) ("Senior NoteII") (the two Senior Notes being called herein the "Senior Notes"); and (iv) that certain mortgage executed by the Mortgagor in favor of Illinois Small Business Growth Corporation in the original amount of three hundred ninety-four thousand dollars (\$394,000.00), recorded on 12-24-91 as Document Number 1001248 with the Recorder of Deeds of Cook County, Illinois (the "Senior MortgageII") (the two Senior Mortgages being called herein the "Senior Mortgages") (the Senior Notes and Senior Mortgages being called collectively herein the "Senior Loan Documents").

1.4. Senior Loan Documents.

1.3. Intentionally Omitted

obligations as set out in this Section 1.2.

Section 1.3 of this Mortgage will not relieve the Mortgagor of, or diminish in any way, its assessments, and charges. The Mortgagor's making payments required by the provisions of request all receipts showing payment of all of such payments under the Senior Note, taxes, against the Mortgagor or the Mortgage or otherwise, and to submit to the Mortgagee upon on the interest or estate in lands created or represented by this Mortgage, whether levied assessed or charged on or against the Collateral and to pay before due any tax or other charge or non-governmental, statutory or otherwise, due or to become due, that may be levied, and all levies, claims, charges, expenses, and liens, ordinary or extraordinary, governmental payments under the terms of the Senior Note, all taxes and assessments, general or special, Payment of Taxes. To pay, at least five business days before delinquent, all

1.1. Payment of Liabilities. To pay all of the liabilities timely and in the manner required in the Note, this Mortgage and the other Security Documents.

THE MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AND THE PARTNERSHIP FURTHER WARRANTS WITH THE MORTGAGEE AS FOLLOWS:

COVENANTS AND AGREEMENTS OF MORTGAGOR

ARTICLE I

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(g) maintain, preserve and keep the Premises in good, safe and insurable condition and repair; and

(f) not make any additions or alterations to the Premises or said improvements, except as required by any applicable governmental requirement or as otherwise approved in writing by the Mortgagee;

(e) pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises;

(d) not cause or permit any waste to be committed to or upon any of the Collateral;

(c) not remove or demolish any of the improvements to the Premises;

(b) not do or suffer anything to be done which would depreciate or impair the value of the Premises or the security of this Mortgage;

(a) not abandon the Premises;

1.6. Maintenance and Repair. The Mortgagee will:

1.5. Intentionally Omitted

The Mortgagee shall not, without the express prior written consent of the Mortgagee (which consent shall not be unreasonably withheld), cause or permit to occur any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Loan Documents; provided, however, that such consent shall not be required if any such modification, extension amendment, agreement or arrangement would not materially prejudice Mortgagee's position as a junior lender hereunder.

(c) The Mortgagee shall give the Mortgagee a copy of all notices given the Mortgagee with respect to any of the Senior Loan Documents within five (5) days after receiving such notice.

(b) The Mortgagee covenants and agrees to perform and comply with all of the terms and provisions of, and shall not cause or permit to occur any default under any of, the Senior Loan Documents. If any default occurs under any one or more of the Senior Loan Documents, this Mortgage, the Note or the other Security Documents, the Mortgagee agrees to give the Mortgagee immediate notice thereof, and the Mortgagee may, but shall not be obligated to, pay any principal or interest due thereunder and do any other act or thing appropriate to cure such default.

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Certificates of insurance evidencing any renewal policies shall at the Mortgagee's request be delivered to the Mortgagee not less than ten (10) days before the expiration date of the prior policy being renewed or replaced. If the Mortgagee takes out any policy of insurance, any loss thereunder shall be deemed payable to the Mortgagee although not so declared in said policies; and the Mortgagee is hereby authorized and empowered to collect the same, with or without suit, and give receipts therefor. The Mortgagee is hereby empowered to adjust, collect, and compromise, in its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releases, and other papers; and all insurance money recovered shall be forthwith applied by the Mortgagee, as it may elect, in its sole and unreviewable discretion, to the immediate payment

(c) that certificates of insurance evidencing such policies shall at the Mortgagee's request be delivered to the Mortgagee.

(b) to make all sums recoverable upon such policies payable to the Mortgagee as its interest shall appear by the usual mortgage clause to be attached to such policies; and

(a) to keep all buildings and fixtures that may be upon the Premises at any time insured against loss or damage, by fire (with extended coverage endorsement) and against such other hazards, with such deductibles, and in such amounts as the Mortgagee may from time to time request, and in no event less than the greater of the unpaid principal amount outstanding from time to time under the Note all with responsible insurance companies to be approved by the Mortgagee;

1.8. Insurance. As additional security for the payment of the Liabilities, the Mortgagee covenants and agrees, as long as any of the Liabilities remains outstanding:

1.7. Mechanic's Liens. It is further made an express condition and covenant hereof, that, until full payment of the Liabilities, no act or thing shall be done or suffered, and neither the Mortgagee nor any other person shall have any right or power to do any act or thing, whereby any mechanic's lien under the laws of any jurisdiction in which the Land is located can arise against or attach to the Premises or any part thereof, unless such lien shall first be wholly waived as against this Mortgage, and that the lien of this Mortgage shall extend to any and all improvements, fixtures, now or hereafter on the Premises, as prior to any other lien thereon that may be claimed by any person, it being the intention hereof that after the filing of this instrument for record in the office of the Recorder of Deeds of Cook County, Illinois, subsequently accruing claims for lien shall take care of this encumbrance, rather than that this encumbrance shall take care of such subsequently accruing claims, and all contractors, subcontractors, and other parties dealing with the Premises, or with any parties interested therein, are hereby required to take notice of the above provisions.

(h) promptly restore and replace any of the Collateral which is destroyed or damaged.

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(b) for the benefit of the Mortgagee, comply with all covenants, conditions and restrictions affecting the Premises; and

(a) not collect any rents or the proceeds of any leases relating to the Premises more than 30 days before the same shall be due and payable except as the Mortgagee may otherwise consent in writing;

1.13. Lease and Rents. The Mortgagor will:

(b) make notations on its books and records sufficient to enable the Mortgagee, as well as third parties, to determine the interest of the Mortgagee hereunder.

(a) keep all of its books and records relating to the Premises on the Premises or at the address first listed above, keep all tangible Collateral on the Land, except as the Mortgagee may otherwise consent in writing; and

1.12. Records. The Mortgagor will:

1.11 Perfection of Lien. The Mortgagor will do all such acts and things (at the Mortgagee's expense) as the Mortgagee may from time to time request to establish and maintain a valid and perfected lien on and security interest in the Collateral, subordinate only to the Senior Mortgage.

1.10. Governmental Requirements. Mortgagor will at all times fully comply with, and cause the Premises and the use and condition thereof to comply with, all laws, regulations and other governmental requirements of any kind whatsoever that apply or relate to the Mortgagor or the Premises or the use thereof, and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions which are applicable to the Mortgagor or have been granted for the Premises or the use thereof.

1.9. Condemnation. In case the Premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee, first to the discharge of Mortgagor's obligations under the Senior Loan Documents and then, as it may elect, to the immediate payment of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the same conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurance moneys recovered by the Mortgagee.

of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures damaged or destroyed (which election shall not relieve the Mortgagor of the duty to repair or rebuild).

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2.1. Title. Mortgagee hereby covenants and agrees and the Partnership further warrants with the Mortgagee and with the purchaser at any foreclosure sale that at the execution and delivery hereof the Mortgagee is well seized of the Premises and of a good, indefeasible estate therein, in fee simple; that the Premises are free from all encumbrances whatsoever (and any claim of any other person (other than the Senior Mortgagee and such encumbrances as do not materially interfere with the use of the Premises for the sale of such products and furnishing of such services as are sold and furnished by Goodyear Commercial Tire & Retread Centers generally (herein called the "Permitted Exceptions"); and that the Mortgagee has good and lawful right to sell and convey the Premises; and that the Partnership and its successors and assigns will forever warrant and defend the Premises against

REPRESENTATIONS AND WARRANTIES

ARTICLE II

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

1.16. Negative Covenants. The Mortgagee will not, without the prior express written consent of the Mortgagee in each case, sell, assign, transfer, convey, or otherwise dispose of, or permit to be sold, assigned, transferred, conveyed, or otherwise disposed of, the Premises or any part thereof or any interest or estate in any thereof; or create, or suffer or permit to be created or to exist, any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Premises or any part thereof, except for the Senior Loan Documents.

1.15. Taxes on the Liabilities. It is expressly agreed by the parties hereto that in case the State of Illinois or any other jurisdiction in which the Land is located shall hereafter enact any law imposing a specific tax on notes, bonds or other evidences of indebtedness secured by mortgage of real estate, or in case the laws or regulations now in force relating to mortgages, or notes, bonds, or other evidences of indebtedness secured by mortgage shall be in any way changed, as a result of which the Mortgagee, or holder of such notes, bonds, or other evidences of indebtedness, may become chargeable with the payment of such tax, then and in any such event the Mortgagee will pay to the Mortgagee, within twenty (20) days after written notice thereof, the amount of any such tax, and in default of such payment, the whole of the Liabilities shall, at the option of the Mortgagee, become immediately due and payable without notice.

1.14. Utility Charges. The Mortgagee will pay all utility charges incurred in connection with the Premises and maintain all utility services available for use at the Premises.

(c) Fully and promptly perform each of its obligations under any contract, lease or other agreement relating to the Premises so that there will be no default under any thereof.

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all claims and demands whatsoever, except that no warranty is made with respect to any claim or demand arising out of Mortgagee's prior ownership of the Premises.

2.2. No Default or Violations. No Default (as defined hereafter) or event which,

with notice or passage of time or both, would constitute a Default ("Unmatured Event of Default") has occurred and is continuing under this Mortgage, the Note or any of the other Security Documents. Neither Mortgagee, nor any party constituting Mortgagee, is in violation of any governmental requirement (including, without limitation, any applicable securities law) or in default under any agreement to which it is bound, or which materially affects it or any of its property, and the execution, delivery and performance of this Mortgage, the Note or any of the other Security Documents in accordance with their terms and the use and occupancy of the Premises will not violate any governmental requirement (including, without limitation, any applicable law), or conflict with, be inconsistent with or result in any default under, any of the representations or warranties, covenants, conditions or other provisions of any indenture, mortgage, deed of trust, easement, restriction of record, contract, document, agreement or instrument of any kind to which any of the foregoing is bound or which affects it or any of its property, except as identified in writing and approved by Mortgagee.

2.3. No Litigation or Governmental Controls. There are no proceedings of any kind pending, or, to the knowledge of Mortgagee, threatened, against or affecting Mortgagee, the

Collateral (including any attempt or threat by any governmental authority to condemn or rezone all or any portion of the Premises) or any party constituting Mortgagee which (a) involve the validity, enforceability or priority of this Mortgage, the Note or any of the other Security Documents or (b) enjoin or prevent or threaten to enjoin or prevent the use and occupancy of the Premises or the performance by Mortgagee of its obligations hereunder; and there are no rent controls, governmental moratoria or environmental controls presently in existence, or, to the knowledge of Mortgagee, threatened, materially adversely affecting the operation or value of the Premises, except as identified in writing to, and approved by, Mortgagee.

2.4. Financial Statements. All financial statements submitted to Mortgagee in

connection with the Liabilities secured hereby, if any, are true and correct in all respects, have been prepared in accordance with the past accounting practices of the subject hereof applied on a basis consistent with that of the preceding fiscal periods and fairly present the respective financial conditions of the subjects thereof and the results of their operations as of the respective dates shown thereon. No materially adverse changes have occurred in the financial conditions reflected therein since their respective dates.

2.5. Other Statements to Mortgagee. Neither this Mortgage, the Note, any other

Security Document, nor any document, agreement, report, schedule, notice or other writing furnished to the Mortgagee by or on behalf of any party constituting Mortgagee, contains any omission or misleading or untrue statement or any fact material to any of the foregoing.

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(a) Compliance. Mortgagee shall cause the Premises and the use and operation thereof to comply with all Environmental Laws. Mortgagee shall cause all required governmental permits and licenses to remain in effect, and Mortgagee shall comply therewith. Mortgagee shall cause all Hazardous Materials present, handled or generated on the Premises to be disposed of in a lawful manner. Mortgagee will satisfy or cause its tenants to satisfy all requirements of applicable Environmental Laws for the maintenance and removal of all underground storage tanks on the Premises, if any. Without limiting the foregoing, all Hazardous Materials shall be handled in compliance with all applicable Environmental Laws.

3.2. Mortgagee's Environmental Covenants. Mortgagee hereby covenants and agrees with the Mortgagee as follows:

(b) Environmental Laws. The term "Environmental Laws" shall mean all applicable laws, ordinances, requirements and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in Section 3.1(a) above, all as amended and modified from time to time.

(a) Hazardous Materials. The term "Hazardous Materials" shall mean: (i) "hazardous substances", as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq.; (ii) "hazardous wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6902 et seq.; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (iv) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (v) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2011 et seq., as amended or hereafter amended; and (vi) asbestos in any form or condition.

3.1. Definitions. For purposes of this Mortgage the following terms shall have the meanings given to them in this Section 3.1:

ENVIRONMENTAL MATTERS

ARTICLE III

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(1) any Hazardous Material on, in, under or affecting all or any portion of the Premises, the groundwater, or any surrounding areas;

3.4. Indemnification. The term "Mortgagee's Environmental Liability" shall mean any and all losses, liabilities, obligations, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or nature whatsoever (including attorneys' fees at trial and appellate levels and experts' fees and disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against the Mortgagee or any of the Mortgagee's parent and subsidiary corporations, and their affiliates, shareholders, directors, officers, employees, and agents (collectively "Affiliates") in connection with or arising from:

3.3. Mortgagee's Right to Rely. The Mortgagee is entitled to rely upon Mortgagee's representations and warranties contained in this Article III and upon any materials delivered to the Mortgagee which have been prepared by an environmental consultant of the Mortgagee, despite any independent investigations by the Mortgagee or agent of the Mortgagee. The Mortgagee shall take reasonable actions to determine for itself, and to remain aware of, the environmental condition of the Premises and shall have no right to rely upon any environmental investigations or findings made by the Mortgagee or the Mortgagee.

(d) Environmental Investigations. Mortgagee shall provide such information and certifications which the Mortgagee may reasonably request from time to time to insure Mortgagee's compliance with this Article III. To investigate Mortgagee's compliance with Environmental Laws and with this Article, Mortgagee shall have the right, but no obligation, at any time, upon 24 hours' advance notice to Mortgagee, except no notice is required in the case of an emergency or other situation where prompt action is necessary, to enter upon the Premises, take samples, review Mortgagee's books and records, interview Mortgagee's employees and officers, and conduct similar activities. Mortgagee shall cooperate in the conduct of such an audit.

(c) Proceedings and Actions. Mortgagee shall immediately notify the Mortgagee and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Premises or compliance with Environmental Laws. Mortgagee shall promptly cure and have dismissed with prejudice any such actions and proceedings. Mortgagee shall keep the Premises free of any lien imposed pursuant to any Environmental Laws.

(b) Absence of Hazardous Material. Other than Disclosed Material, no Hazardous Material shall be introduced to or handled on the Premises without 45 days' prior written notice to the Mortgagee and without the Mortgagee's consent.

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(b) Untruth of any representation or warranty made by the Mortgagee herein, or the untruth of any schedule, statement, report or writing furnished by or on behalf of the Mortgagee in any material respect;

(a) Nonpayment or other nonperformance of any of the Liabilities when due, whether by acceleration or otherwise;

4.1. Events of Default. The occurrence of any of the following events or conditions shall be a Default hereunder:

ARTICLE IV

3.5. No Warranty With Respect to Mortgagee. Anything herein to the contrary notwithstanding, Mortgagee makes no warranty with respect to, and does not indemnify Mortgagee against, any event occurring during the period of time during which Mortgagee owned the Premises, or any act or omission of Mortgagee occurring during the period of time Mortgagee occupies any portion of the Premises as a tenant.

Mortgagee, its successors and assigns, hereby waive, release and agree not to make any claim or bring any cost recovery action against the Mortgagee under CERCLA or any state or federal law now existing or hereafter enacted. It is expressly understood and agreed that to the extent that the Mortgagee is strictly liable under any Environmental Laws, Mortgagee's obligation to the Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagee with respect to the violation or condition which results in liability to the Mortgagee.

- (2) any misrepresentation or breach of any warranty, covenant or agreement contained or referred to in this Article III;
- (3) any violation or claim of violation by Mortgagee of any Environmental Laws;
- (4) any asbestos abatement; or
- (5) the imposition of any lien for damages caused by or the recovery of any costs for the cleanup, release or threatened release of any Hazardous Material.

Mortgagee agrees to indemnify, defend (at trial and appellate levels and with counsel acceptable to the Mortgagee and at Mortgagee's sole cost) and hold the Mortgagee and its Affiliates free and harmless from and against any Mortgagee's Environmental Liability. The foregoing indemnification, defense and hold harmless obligations for any Mortgagee's Environmental Liability shall survive repayment of the Liabilities or any transfer of the Premises by foreclosure or by a deed in lieu of foreclosure.

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(h) The imposition of a tax, other than a state or federal income tax, on or payable by Mortgagee by reason of its ownership of the Note, this Mortgage, or any amount owed to the Mortgagee pursuant to any of the Loan Agreements or the other Security Documents and Mortgagee not promptly paying said tax, or it being illegal for Mortgagee to pay said tax.

(g) A court having jurisdiction shall enter a decree or order for relief in respect of the Mortgagee in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Mortgagee shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequester (or similar official) of the Mortgagee or for part of the Collateral or any substantial part of the Mortgagee's property, or ordering the winding up or liquidation of the affairs of Mortgagee and such order shall not be dismissed within sixty (60) days after the entry thereof.

(f) The Mortgagee (the Mortgagee and the Land Trustee being included within the term "Mortgagee" for the purposes of this Section (f) and Sections (e), (g) and (h) hereof), shall file a voluntary case under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester (or similar official) of the Mortgagee or for any part of the Collateral or any substantial part of Mortgagee's property, or shall make any general assignment for the benefit of Mortgagee's creditors, or shall fail generally to pay Mortgagee's debts as they become due or shall take any action in furtherance of any of the foregoing.

(e) The appointment, pursuant to an order of a court of competent jurisdiction, of a trustee, receiver or liquidator of the Collateral or any part thereof, or of Mortgagee, or any termination or voluntary suspension of the transaction of business of Mortgagee, or any attachment, execution or other judicial seizure of all or any substantial portion of Mortgagee's assets which attachment, execution or seizure is not discharged within thirty (30) days.

(d) The occurrence of any default under the Note or any of the Security Documents, for purposes of this clause (d), with respect to any event or occurrence which constitutes a Default hereunder solely by reason of its constituting a default under a document or instrument other than this Mortgage, to the extent (if any) that such other document or instrument expressly provides a stated grace or cure period with respect to such default, the same grace or cure period, and only such period, shall apply with respect hereto under this Mortgage.

(c) Default in or nonperformance of any of the Mortgagee's agreements or covenants herein set forth; or

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5.2. Senior Notes. In the event of a Default hereunder, the Mortgagee, in its sole discretion, may (but need not) prepay the entire balance due under Senior Note, and the entire amount so paid (including, without limitation, any prepayment fees or penalty) shall bear

5.1. Mortgagee's Right to Pay Mortgagee's Obligations. If the Mortgagee fails to pay or perform any of its obligations herein contained (including, without limitation, payment of the Mortgagee's obligations under the Senior Loan Documents, payment of taxes, insurance premiums, and costs and expenses of collection and enforcement), the Mortgagee may (but need not), as agent or attorney-in-fact of the Mortgagee, make any payment or perform (or cause to be performed) any obligation of the Mortgagee hereunder, in any manner deemed expedient by the Mortgagee, and any amount so expended (plus compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgagee), with interest thereon at the highest interest rate then in effect under any of the Loan Agreements plus four (4) percent per annum (the "Default Rate"), shall be added to the Mortgagee and shall be repaid to the Mortgagee upon demand. No such action of the Mortgagee shall ever be considered as a waiver of any right accruing to it on account of the occurrence of any matter which constitutes a Default.

REMEDIES

ARTICLE V

4.2. Senior Notes. If any holder of any of the Senior Loan Documents shall declare a default to exist hereunder, or if any default shall occur under any of the Senior Loan Documents, it shall also, concurrently and automatically (and without any notice or other action by the Mortgagee), constitute a Default. Upon the occurrence of any Default, in addition to any other rights or remedies available to the Mortgagee, the Mortgagee may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Loan Documents in any manner and form deemed expedient by the Mortgagee. The Mortgagee shall not be responsible for determining the validity or accuracy of any claim of default made by a holder of the Senior Loan Documents and the payment of the sum by the Mortgagee in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. The Mortgagee hereby grants to the Mortgagee an irrevocable power of attorney, which power of attorney is coupled with an interest, for the term of this Mortgage to cure any default or forfeiture which may occur under the Senior Mortgages. The Mortgagee further agrees to execute a formal and recordable power of attorney granting such right at any time during the existence of this Mortgage if requested by the Mortgagee. All monies paid by the Mortgagee in curing any default under the Senior Loan Documents, including attorneys' fees and costs in connection therewith, shall bear interest from the date or dates of such payment at the Default Rate (as hereinafter defined), shall be paid by the Mortgagee to the Mortgagee on demand, and shall be deemed a part of the Liabilities and recoverable as such in all respects. Any action on the part of the Mortgagee shall not be construed as a waiver of any right accruing to the Mortgagee on account of any Default hereunder.

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5.5 Foreclosure. It is further expressly covenanted and agreed that, upon any Default, the Mortgagee shall have the right to immediately foreclose this Mortgage, and upon the filing of any bill or complaint for that purpose, the court in which such bill or complaint is filed may at once (or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor, or to any party claiming under the Mortgagor and without regard to the insolvency at the time of such application for a receiver, or of the person or persons then liable for the payment of any of the Liabilities, and without regard to the then value of the Premises or whether the same shall then be occupied, in whole or in part, as a homestead by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceeding) appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge, and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all the rents, issues and profits of the Premises during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during the full statutory period of redemption; and the court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting payment (in whole or in part) of any or all of the Liabilities, including without limitation the amounts due under the Note, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (iii) costs and expenses of foreclosure and litigation upon the Premises, (iv) insurance premiums, taxes, special assessments, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises, (v) any other lien or charge upon the Premises that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any default by the

5.4 Possession. Upon any Default, the Mortgagor hereby waives all right to the possession, income and rents of the Premises, and thereupon the Mortgagee is hereby authorized to enter upon and take possession of the Premises, to lease the same, collect and receive all the rents, issues, and profits thereof, and apply the same, less the reasonable expenses of collection thereof, for the care, operation and preservation of the Premises, including (without limitation) the payment of fees, insurance premiums, costs of operation of the Premises, taxes, assessments, interest, penalties, utilities, water charges and costs of providing security, or at the election of the Mortgagee, in its sole discretion, to apply all or any part thereof to the payment of the Liabilities.

5.3 Acceleration. It is further covenanted and agreed that, if any Default should occur and remain uncured for fifteen (15) days after notice thereof by Mortgagee to Mortgagor, then, the whole of the Liabilities, including (without limitation) the principal sum and all accrued interest outstanding on the Liabilities, shall at once, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor.

interest from the date of such payment at the Default Rate, shall be paid by the Mortgagor to the Mortgagee upon demand, and shall be deemed a part of the Liabilities and recoverable in all respects.

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5.7. Remedies Cumulative. It is further covenanted and agreed that the various rights, powers, and remedies contained in this Mortgage shall be construed as cumulative, and no one of them as exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, covenants, provisions, and obligations herein contained, and all rights hereunder shall run with the Land and shall extend to and be binding upon, and inure for the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither the Mortgage, nor any of its agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in case of its, his, or their own willful misconduct. No delay or omission to exercise any right or power accruing upon any Default continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Default or acquiescence therein, and every such right and power

5.6. Mortgagee's Indemnity of Mortgagee. Mortgagee agrees to indemnify the Mortgagee, and hold the Mortgagee harmless, from and against any and all losses, damages, costs, expenses and claims of any kind whatsoever, including, without limitation, attorneys' fees) which the Mortgagee may pay or incur in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party, which suit or proceeding does or may affect all or any portion of the Collateral or the value, use or operation thereof or this Mortgagee or the validity, enforceability, lien or priority hereof or of any of the Liabilities or indebtedness secured hereby, except that Mortgagee does not indemnify Mortgagee against any event occurring during the period of time during which Mortgagee owned the Premises, or any act or omission of Mortgagee occurring before or after the date hereof.

There shall be included in any decree foreclosing this Mortgage and be paid out of the rents, or out of the proceeds of any sale made in pursuance of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', stenographers' and factagers' costs, outlays for documentary evidence and cost of said abstract and examination or opinion of title or title insurance policy; (2) all the moneys advanced by the Mortgagee for any purpose authorized in this Mortgage, with interest on such advances at the Default Rate; (3) all the accrued interest remaining unpaid on any of the Liabilities; and (4) all of said principal money remaining unpaid. The remainder of the proceeds of sale, if any, shall then be paid to the Mortgagee, on reasonable request.

Mortgagee in the performance of any obligation or condition contained in the other Security Documents or this Mortgage or otherwise, to protect the security hereof or thereof, with interest on such advances at the Default Rate. The remainder of the proceeds of sale, if any, shall then be paid to the Mortgagee, upon reasonable request. This Mortgage may be foreclosed once against all, or successively against any portion of the Premises, as the Mortgagee may elect, until all portions of the Premises have been foreclosed against and sold. In case of any foreclosure of this Mortgage (or the commencement of or preparation thereof) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagee.

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6.5. Notice. Any notice or other communication hereunder to any party shall be in writing and delivered or mailed to such party at the address of such party as set forth herein, provided that either party may, by notice to the other, designate a changed address for itself for purposes of notice hereunder. Any such notice, if by telegram or telex, shall be deemed to have been given when sent and, if mailed, properly addressed with proper certified or registered postage prepaid, shall be deemed given on the first to occur of actual receipt or two days after the date when sent by first class certified or registered mail.

6.4. Care by Mortgagee. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Mortgagee requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagee, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

6.3. Waiver. The Mortgagee, on behalf of itself and all persons now or hereafter interested in the Premises, to the fullest extent permitted by applicable law, hereby waives all rights under all appraisal, homestead, exemption, valuation, stay, extension, redemption and marshalling statutes, laws or equities now or hereafter existing, and the Mortgagee agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Collateral.

6.2. Governing Law. This Mortgage has been executed, delivered and accepted in Illinois. It shall be construed in accordance with and governed by the internal laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

6.1. Time of Essence. Time is declared to be of the essence in this Mortgage, the Note, and the other Security Documents and of every part hereof and thereof.

GENERAL

ARTICLE VI

may be exercised from time to time as often as may be deemed expedient. The invalidity of any one or more covenants, phrases, sentences, clauses or paragraphs of this Mortgage shall not affect the remaining portions of this Mortgage, or any part hereof.

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(a) This Mortgage is executed by the Land Trustee not individually or personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Land Trustee personally to pay any indebtedness under the Note or any interest that

6.9. Land Trustee.

(2) The Mortgagor agrees to indemnify the Mortgagee and hold the Mortgagee harmless from and against all losses, damages, costs, expenses and claims or any kind whatsoever (including, without limitation, attorneys' fees) which the Mortgagee may pay or incur in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party, which suit or proceeding does or may affect all or any portion of the Collateral, or the value, use or operation thereof, or this Mortgagee or the validity, enforceability, lien, priority or value hereof or of any of the Liabilities or indebtedness secured hereby, except the foregoing shall not apply in any suit by Mortgagor against Mortgagee for failure to perform any obligation of Mortgagee under the Loan Agreements in which suit Mortgagor prevails, or to the extent any suit or action is premised upon the actions of omissions of Mortgagee while owner of or tenant upon the Premises.

(1) The Mortgagor agrees to pay to the Mortgagee, upon demand (with interest at the Default Rate from the time of demand until paid in full), all costs and expenses of any kind whatsoever (including, without limitation, the fees and all expenses of the Mortgagee's legal counsel) paid or incurred by the Mortgagee in connection with collecting or enforcing the amounts secured hereby and by the Note and the other Security Documents, and all such costs and expenses shall be included within the definition of the "Liabilities" for all purposes of this Mortgage and shall be secured hereby.

6.8. Loan-Related Expenses: Indemnification by Mortgagor.

6.7. No Obligation on Mortgagee. This Mortgage is intended only as security for the Liabilities. Anything herein to the contrary notwithstanding, (i) the Mortgagor shall be and remain liable under and with respect to the Collateral to perform all of the obligations assumed by it under or with respect to each thereof, (ii) the Mortgagee shall have no obligation or liability under or with respect to the Collateral by reason of, or arising out of, this Mortgage, and (iii) the Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under, pursuant to or with respect to any of the Collateral.

6.6. Release of Lien. The Mortgagee will release this Mortgage, and will pay all expenses, including recording fees and otherwise, to cause such release to be reflected in the public records upon rendering of payment of all amounts then due under the Note; and

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Executed and delivered by the AmericanMidwest Bank, not its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and subject to the express condition, anything herein to the contrary notwithstanding, that no personal liability or responsibility is assumed by the AmericanMidwest Bank, by virtue hereof, all such personal liability, if any, shall be waived and released by all other parties hereto, and those claiming by, through or under them.

Title
Asst. Secretary
Name
Sandra M. Wiltack

Title
Vice President
Name
Barbara J. Kueh

By: *[Signature]*
Attest:

By: *[Signature]*
As Trust No. 6345 and not personally

September 16, 1991, and known under a Trust Agreement dated not individually, but as Trustee AMERICANMIDWEST BANK & TRUST,

By its General Partner 430 Armitage Avenue
430 ARMITAGE AVENUE LIMITED PARTNERSHIP
Corporation
By *[Signature]*
President

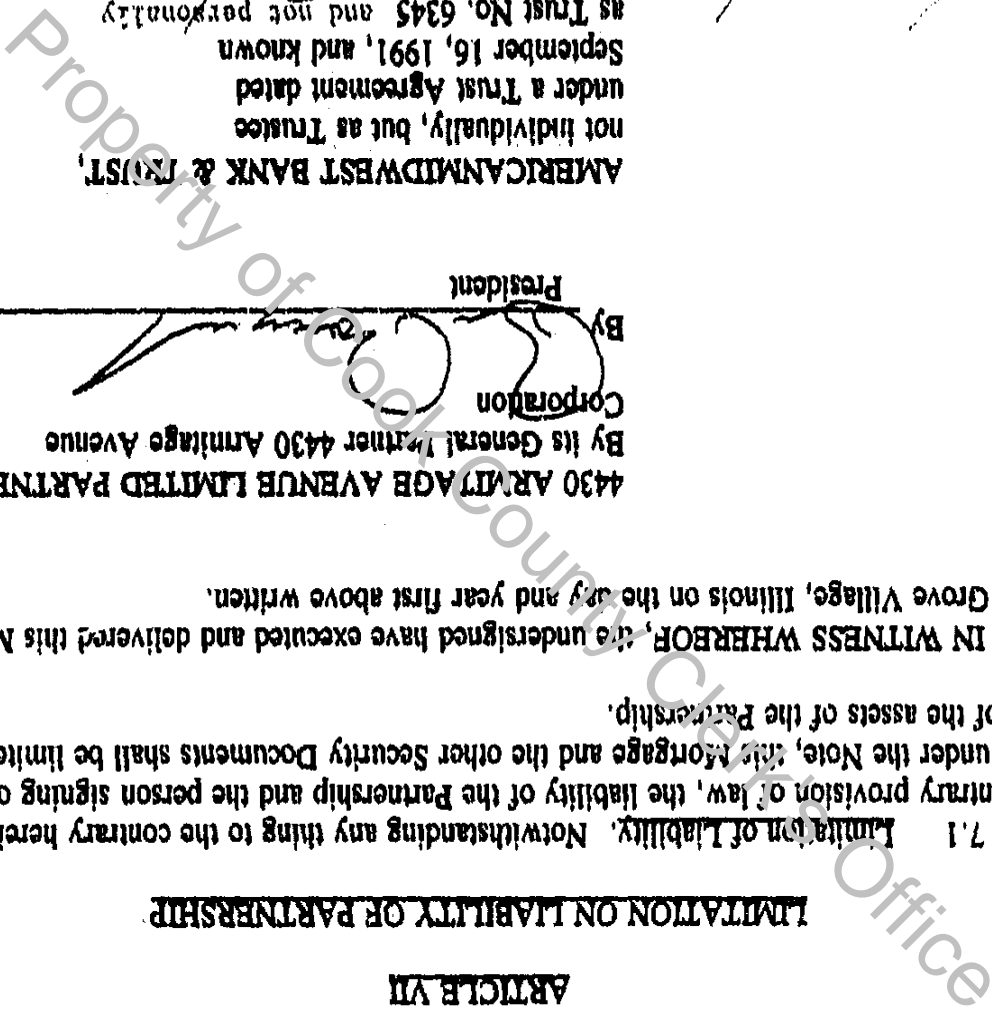
IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage in Elk Grove Village, Illinois on the day and year first above written.
value of the assets of the Partnership.
any contrary provision of law, the liability of the Partnership and the person signing on its behalf under the Note, this Mortgage and the other Security Documents shall be limited to the
7.1 Limitation of Liability. Notwithstanding any thing to the contrary herein, or

LIMITATION ON LIABILITY OF PARTNERSHIP

ARTICLE VII

(b) The Land Trustee hereby warrants that it possesses full power and authority to execute and deliver this instrument.
may accrue thereon or any of the indebtedness arising or accruing under or pursuant hereto or to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein, all such personal liability of the Land Trustee, if any, being expressly waived by the Mortgagee and by each and every person now or hereafter claiming any right or security under this Mortgage; provided, however, that nothing herein contained shall in any way limit the liability of the Partnership or of any guarantor or other obligor (not including the Land Trustee) hereunder or under the Note or the other Security Documents.

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Jonathan Dean, Esquire
The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, Ohio 44316-0001
Telephone: (216) 796-3290

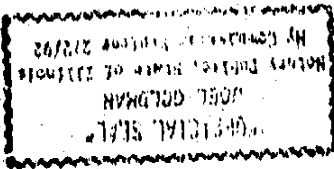
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by and upon recordation
should be returned to:

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[SEAL]

Notary Public

[Handwritten Signature]

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bruce B Rosenquist, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument on behalf of 4430 Armitage Avenue Corporation as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 20 day of , 1991.

STATE OF ILLINOIS)
COUNTY OF COOK)

55

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OFFICIAL SEAL
Elizabeth Cordova
Notary Public, State of Illinois
My Commission Expires 4/29/94

Michael Udova
Notary Public
[SEAL]

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Barbara J. Karg Vice President of AmericanMidwest Bank & Trust, a banking association, as Trustee as aforesaid and Sandra M. Wallack, personally known to me to be the Asst. Secretary of said association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Asst. Secretary of said association, they signed and delivered the said instrument as Vice President and Asst. Secretary of said association, and caused the corporate seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association as Trustee as aforesaid, as their free and voluntary act, and as the free and voluntary act and deed of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.
20th, 1991.

GIVEN under my hand and notarial seal this day of December, 1991.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

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REGISTRATION

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RECEIVED

Submitted by

Address

Presenting

Date

Age

Sex

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Hair

Eyes

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COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE
REGISTERED

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Beginning at a point on the East line of the Southeast 1/4 of Section 32, 198 feet South of the Northeast corner thereof; thence North along said East line to the North line of said Southeast 1/4; thence West along said North line 220 feet; thence South 198 feet; thence East 220 feet to the place of beginning (excepting that part of Lot 3 conveyed to the People of the State of Illinois for the use of the Department of Transportation by Warranty Deed recorded July 14, 1976 as Document 23,559,333 described as follows: Beginning at the most Northeast corner of said Lot 3; thence

That part of Lot 3 falling within the following described tract:

PARCEL III:

ALSO

Document Number LR1,865,644, in Cook County, Illinois, the Office of the Registrar of Titles of Cook County, Illinois, on June 5, 1959 as Meridian, according to plat of said J. Emil Anderson's Resubdivision registered in Southeast 1/4 of Section 32, Township 40 North, Range 12 East of the Third Principal Resubdivision of part of Anderson's North Mannheim Industrial Subdivision in the 198 feet; thence East 220 feet to the place of beginning; in J. Emil Anderson's line of said Southeast 1/4; thence West along said North line 220 feet; thence South 198 feet; thence East 220 feet; thence North along said East line to the North line of the Southeast 1/4 of Section 32, 198 feet

falling within the following described tract:

Document recorded as Number 19,022,557 (excepting from said Lot 3 that part thereof that part of Lot 3 lying East of the East line of Janice Avenue, as dedicated by

PARCEL III:

ALSO

The South 500 feet of the North 355 feet of the West 219 feet of the East 665.75 feet of the Southeast 1/4 of Section 32, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, together with the South 35.30 feet of the North 390.30 feet of the West 237 feet of the East 665.75 feet of the Southeast 1/4 of Section 32, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL I:

EXHIBIT A - LEGAL DESCRIPTION

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Said matter affects this and other property.

Affects: Parcel I

12-32-401-065

Affects: Parcels I and III

Permanent Tax Numbers: 12-32-401-062

Volume: 71

Affects: Parcels I and II

The title to the subject property has been registered under "An Act Concerning Land Titles", commonly known as the Torrens Act.

East of the Third Principal Meridian, in Cook County, Illinois.

Industrial subdivision in the southeast 1/4 of Section 32, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

East Anderson's subdivision of part of Anderson's North Mannheim

West along the North line of said Lot 3 a distance of 15 feet to a point; thence South along the North line to a point on the East line of said Lot 3 being normally distant 20 feet South of the Northeast corner thereof; thence North along the East line of said Lot 3 a distance of 20 feet to the point of beginning) in J. East Anderson's subdivision of part of Anderson's North Mannheim

EXHIBIT A - LEGAL DESCRIPTION