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Prepared by and after recording return to: 00089153



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Chicago, IL 60603

MORTGAGE

24/Jan

78 23453 02 Case 1983

THIS MORTGAGE (this "Mortgage") dated as of February 1, 2000 from PARTNERS 99, LLC, a Delaware limited liability company whose address is c/o Field Partners, 100 North Field Drive, Suite 160, Lake Forest, Illinois 60045 ("Mortgagor") in favor of LASALLE BANK NATIONAL ASSOCIATION whose address is 135 South LaSalle Street, 12th Floor, Chicago, Illinois 60603 (herein together with its successors and assigns, including each and every from time to time holder of the Note hereinafter described called "Mortgagee") has reference to the following:

WHEREAS, Mortgagor is the owner and holder of fee simple title in and to all of the real estate described in EXHIBIT A attached hereto and by this reference made a part hereof which real estate forms a portion of "Mortgaged Property" (as defined below);

WHEREAS, Mortgagor has concurrently herewith executed and delivered that certain Construction Line of Credit Note in the maximum principal amount of TWENTY-FIVE MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$25,500,000.00) dated of even date herewith (the "Note") providing for variable rates of interest equal to either the "Prime Rate" or the "Adjusted LIBOR Rate" (as such terms are defined in the Note);

WHEREAS, Mortgagor and Mortgagee have also entered into that certain Construction Loan Agreement (the "Loan Agreement") which sets forth the terms and conditions under which Mortgagee will make advances to Mortgagor under the Note for the purpose of constructing improvements at the Mortgaged Property;

WHEREAS, (i) the indebtedness evidenced by the Note, including the principal thereof and interest and premiums, if any thereon, and all substitutions, modifications, amendments, restatements, extensions or renewals thereof, in whole or in part, (ii) any further advances made by holder of the Note to Mortgagor or any other maker under the Note, for any purpose set forth herein, or in any document executed in connection therewith, at any time, before the release and cancellation of this Mortgage, (iii) any and all other amounts required to be paid by Mortgagor

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to Mortgagee pursuant to the Loan Agreement or any of the "Loan Documents" (as such term is defined in the Loan Agreement); and (iv) all other sums which may be at any time due or owing or required to be paid as herein provided, are herein sometimes collectively referred to as the "Liabilities", provided however, that the Liabilities shall not exceed a sum equal to two times the aggregate original principal amount of the Note.

NOW, THEREFORE, to secure the payment of the principal of and interest on the Note according to its terms and to secure the payment of all other Liabilities, and the performance and observance of all the covenants, agreements and provisions herein and in the Note contained, and in consideration of the Mortgaged Property and of the sum of \$10.00 paid to Mortgagor, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by Mortgagor, Mortgagor DOES HEREBY GRANT, REMISE, MORTGAGE, RELEASE, ALIEN AND CONVEY unto Mortgagee, its successors and assigns forever, the real estate described in EXHIBIT A attached hereto and by this reference made a part hereof (herein, together with the property mentioned in the next six succeeding paragraphs hereto, called the "Mortgaged Property");

TOGETHER with all right, title and interest of Mortgagor including any after-acquired title or reversion, in and to the rights of ways, streets, avenues and alleys adjoining the Mortgaged Property;

TOGETHER with all regular and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water course, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise or license, and the reversions and remainders thereof;

TOGETHER with all rents, income, receipts, revenues, issues, proceeds (including insurance proceeds) and profits accruing and to accrue from the Mortgaged Property;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Mortgaged Property and/or the operation and convenience of any building or buildings and improvements located thereon, including, but without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air conditioning and sprinkler equipment, systems, fixtures and conduits and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed that all of the Mortgaged Property shall, so far as permitted by law, be deemed to be fixtures, a part of the realty and security for the Liabilities. Notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and

declaration may be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code) this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 17 hereof;

TOGETHER with all right, title, estate and interest of Mortgagor in and to the Mortgaged Property, estate, property, improvements, furniture, furnishings, apparatus and fixtures hereby conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Mortgaged Property after event of default in payment, or breach of any covenant herein contained; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Mortgaged Property for any taking by eminent domain, either permanent or temporary, of all or any part of the Mortgaged Property or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee pursuant to the provisions hereof, and Mortgagor, in the event of the occurrence and continuation of an Event of Default hereunder, hereby appoints Mortgagee its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Liabilities, all subject to the provisions of Paragraph 10 hereof.

TO HAVE AND TO HOLD the Mortgaged Property, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses and purposes herein set forth together with all right to possession of the Mortgaged Property upon the occurrence of any Event of Default as hereinafter defined, Mortgagor hereby RELEASING and WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Liabilities and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Mortgagor, then this Mortgage and the estate, right and interest of Mortgagee in the Mortgaged Property shall cease and become void and of no effect, otherwise to remain in full force and effect.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment and Performance. Mortgagor shall pay when due (a) the principal of and interest and premium, if any, on the indebtedness evidenced by the Note and (b) all other Liabilities. Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided herein and in the Note, the Loan Agreement and this Mortgage shall secure such payment, performance and observance.

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2. Maintenance, Repair, Restoration, Liens, Etc. Except as permitted under the Loan Agreement, Mortgagor shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter on the Mortgaged Property which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purposes; (b) keep the Mortgaged Property in good condition and repair, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien; (c) pay, when due, any indebtedness which may be secured by a lien or charge of the Mortgaged Property superior to the lien hereof and, upon request, exhibit to Mortgagee satisfactory evidence of the discharge of such prior lien; (d) complete the construction of any improvements within a reasonable time, now or at any time in the process of repair or erection upon the Mortgaged Property; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Mortgaged Property and the use thereof, including, without limitation, the accessibility requirements of the Americans With Disabilities Act of 1990 and the rules and regulations promulgated thereunder, if applicable; (f) make or permit no material alterations in the Mortgaged Property except as required by law or ordinance without the prior written consent of Mortgagee, which consent will not be unreasonably withheld or delayed by Mortgagee; (g) suffer or permit no change in the general nature of the occupancy of the Mortgaged Property; (h) initiate or acquiesce in no zoning reclassification with respect to the Mortgaged Property; and (i) suffer or permit no unlawful use of, or nuisance to exist upon the Mortgaged Property.

3. Other Liens. (a) Except as permitted under the Loan Agreement, Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to the Mortgaged Property, whether such lien, charge or encumbrance is inferior or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments not due or delinquent and the Permitted Exceptions (as defined in the Loan Agreement).

(b) Notwithstanding the provisions of Section 3(a) above, Mortgagor shall have the right to contest the validity, priority, amount or other matter related to the real estate taxes and mechanic's liens of less than \$100,000 arising out of the construction of the Mortgaged Property; provided the following conditions are met: (i) Mortgagor provides Mortgagee with a copy of any such lien or charge and all other information relating thereto which is reasonably requested by Mortgagee; (ii) Mortgagor has a viable good faith defense to the real estate tax assessment or mechanic's lien in question; (iii) Mortgagor uses its best efforts and vigorously contests such tax or mechanic's lien; and (iv) Mortgagor provides Mortgagee with suitable protection against the enforcement of the tax or mechanic's lien being contested which protection shall be in a form suitable to Mortgagee in its sole discretion including, but not limited a bond and/or a cash deposit with Mortgagee in an amount sufficient to satisfy the tax or mechanic's lien and any attendant costs.

4. Taxes. Mortgagor shall pay before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Mortgagor, if applicable to the Mortgaged Property or any obligation or agreement secured hereby, and Mortgagor shall, upon written request furnish to Mortgagee duplicate receipts therefor. Mortgagor shall pay in full under protest in the manner provided by

statute, any Taxes which Mortgagor may desire to contest; provided, however, that if deferment of payment of any such Taxes is required to conduct any contest or review, Mortgagor shall either: (a) deposit with Mortgagee the full amount of any such Taxes to be contested, together with an amount equal to the estimated interest and penalties thereon during the period of contest; or (b) purchase and deliver a bond to Mortgagee in an amount equal to the contested Taxes, plus estimated interest and penalties, or such other form of security acceptable to Mortgagee in its discretion. Notwithstanding the foregoing, Mortgagee shall pay such Taxes notwithstanding such contest, if in the opinion of Mortgagee the Mortgaged Property shall be in jeopardy or in danger of being forfeited or foreclosed, and if Mortgagor shall not pay the same when required so to do, Mortgagee may do so and may apply such deposit for the purpose. In the event that any law or court decree has the effect of deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the Taxes or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Mortgaged Property, or the manner of collection of Taxes, so as to adversely affect this Mortgage or Liabilities of Mortgagee, then, and in any such event and in the further event that such taxes are not paid, Mortgagor, upon demand by Mortgagee, shall pay such Taxes, or reimburse Mortgagee therefor on demand, unless such payment or reimbursement by Mortgagor is unlawful in which event the Liabilities shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this Paragraph 4 contained shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Mortgaged Property, and then only in an amount computed as if Mortgagee derived no income from any source other than its interest hereunder.

5. Insurance Coverage. Mortgagor will insure or cause to be insured and keep or cause to be kept insured all of the buildings and improvements now or hereafter constructed or erected upon the Mortgaged Property and each and every part and parcel thereof, against such perils and hazards as Mortgagee may from time to time require, and in any event including:

(a) Insurance against loss by fire, casualty, vandalism risk; covered by the so-called extended coverage endorsement, and other risks as Mortgagee may reasonably require, without co-insurance and in amounts equal to the full replacement value of the Mortgaged Property;

(b) Comprehensive general public liability insurance against bodily injury and property damage in an amount not less than \$2,000,000.00 per occurrence;

(c) Steam boiler, machinery and other insurance of the types and in amounts as Mortgagee may require but in any event not less than customarily carried by persons owning or operating like properties;

(d) Rental or business interruption insurance in amounts sufficient to cover debt service, property taxes, insurance premiums and general operating expenses of the Mortgaged Property for a period of not less than 12 months; provided, however, that Mortgagee shall not be required to furnish such insurance until such time as any tenant(s) of the Mortgaged Property have begun to pay rent to Mortgagee under leases for the Mortgaged Property;

(e) Builder's risk insurance covering the full insurable value of the Development (as defined in the Loan Agreement) from time to time during all stages of construction of the Development;

(f) Worker's compensation and liability insurance (including contractual liability) carried during the course of construction of the Development with liability limits for death or injury to persons of not less than Five Hundred Thousand Dollars (\$500,000.00) and for damage to property of no less than Five Hundred Thousand Dollars (\$500,000.00)

(e) Such other insurance policies, coverages and endorsements as may be required pursuant to the terms of the Loan Agreement.

6. Insurance Policies: All policies of insurance to be maintained and provided as required by Paragraph 5 hereof shall be in form, companies and amounts reasonably satisfactory to Mortgagee and all policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to and in form reasonably satisfactory to Mortgagee. Mortgagor will deliver all policies (or certificates evidencing said policies), including additional and renewal policies to Mortgagee unless such policies are delivered to the holder of the Note and, in case of insurance policies about to expire, Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration.

7. Deposits for Tax and Insurance Deposits: Upon the occurrence of an Event of Default and for the purpose of providing funds with which to pay the general taxes and special assessments levied against the Mortgaged Property (in the event that general taxes and insurance premiums are not timely paid when due), Mortgagor shall make monthly deposits with Mortgagee on the first day of every month, in an amount estimated by Mortgagee to be equal to 1/12th of the general real estate taxes and special assessments last levied against the same Mortgaged Property, and equal to 1/12th of the bills last received for premiums in insurance covering the Mortgaged Property. Such deposit shall be computed and made by Mortgagor so that Mortgagee shall have in its possession one month prior to the due date, the amount necessary to pay the said real estate taxes and to pay premiums for renewal or replacement of expiring insurance policies. No interest shall be allowed on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart. If, at the time tax bills are issued for real estate taxes or special assessments for any year, and bills for renewal or replacement of insurance policies are received, the amount theretofore so deposited shall be less than the amount of such taxes and assessments for that year, or less than the amount needed to renew or replace expiring insurance policies, Mortgagor agrees to deposit with Mortgagee the difference between the amount theretofore deposited hereunder and the amount required to effect payment of general real estate taxes and special assessments for such year, or required to effect payment for the renewal or replacement of expired insurance policies, such deposit to be made within ten (10) days prior to the penalty date of such tax bills, and within ten (10) days prior to the due date for payment of renewal or replacement of insurance premiums. In the event of a default in any of the provisions contained in this Mortgage, Mortgagee may, at its option, without being required so to do, apply any tax or insurance deposits on hand on any of the Liabilities, in such order and manner as Mortgagee may elect. When the Liabilities have been fully paid, the then remaining tax or insurance deposits shall be paid to Mortgagor. All tax and

insurance deposits are hereby pledged as additional security for the Liabilities, and shall be held in trust, without interest or income, to be irrevocably applied for the purposes for which it is made, as herein provided, and shall not be subject to the direction or control of Mortgagor.

8. Proceeds of Insurance: Mortgagor will give Mortgagee prompt notice of any damage to or destruction of the Mortgaged Property, and:

(a) In case of loss covered by policies of insurance and provided there is no Event of Default then existing, Mortgagor shall have the right for a period of 30 days after the date of the loss to negotiate a claim settlement with the insurer, provided however, that no settlement shall be entered into by Mortgagor without first obtaining the written approval of Mortgagee. If Mortgagor shall fail to settle the claim (with Mortgagee's approval) within said 30 day period or if an Event of Default shall exist at the time of the loss or shall occur during said 30 day period referred to in the immediately preceding sentence, then Mortgagor's right to negotiate settlement of any claims shall be immediately revoked without notice and, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) shall then be authorized at its option either (i) to settle and adjust any claim under such policies in its discretion without the consent of Mortgagor; or (ii) allow Mortgagor to negotiate (or continue to negotiate) with the insurance company or companies on the amount to be paid upon the loss. In all cases, Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds, and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Liabilities, and shall be reimbursed to Mortgagee upon demand.

(b) In the event of any insured damage to or destruction of the Mortgaged Property or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of Mortgagee, the Mortgaged Property can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty and adequately securing the outstanding balance of the Liabilities, then, if no Event of Default shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Mortgaged Property of part thereof, as provided for in Paragraph 9 hereof. Mortgagor hereby covenants and agrees forthwith to commence and diligently to proceed with such restoring, repairing, replacing or rebuilding; provided, always, that Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

(c) Except as provided in Subsection (b) of this Paragraph 8, Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon the Liabilities, in such order or manner as Mortgagee may elect.

(d) In the event that proceeds of insurance, if any, shall be made available to Mortgagor for the restoring, repairing, replacing or rebuilding of the Mortgaged Property, Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by Mortgagee.

9. Disbursement of Insurance Proceeds. In the event Mortgagor is entitled to reimbursement out of insurance proceeds held by Mortgagee, such proceeds shall be disbursed from time to time pursuant to a construction escrow administered as set forth in the Loan Agreement. Funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds, and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited for that purpose or irrevocably committed to the satisfaction of Mortgagee by or on behalf of Mortgagor for that purpose, shall be at least sufficient, in the reasonable judgment of Mortgagee, to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding or costs or fees incurred in obtaining such proceeds shall, at the option of Mortgagee, be applied on account of the Liabilities. No interest shall be allowed to Mortgagor on account of any proceeds of insurance or other funds held in the hands of Mortgagee.

10. Condemnation: Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Mortgaged Property taken or damaged under the power of eminent domain or by condemnation including any payments made in lieu of and/or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Liabilities then most remotely to be paid, whether due or not, or require Mortgagor to restore or rebuild the Mortgaged Property, in which event, the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of such rebuilding or restoring. If, in the reasonable judgment of Mortgagee, the Mortgaged Property can be restored to an economic unit not less valuable than the same was prior to the condemnation and adequately securing the outstanding balance of the Liabilities, the award shall be used to reimburse Mortgagor for the cost of restoration and rebuilding; provided always, that no Event of Default has occurred and is then continuing. If Mortgagor is required or permitted to rebuild or restore the Mortgaged Property as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by Mortgagee, and proceeds of the award shall be paid out in the same manner as is provided in Paragraph 9 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration or costs or fees incurred in obtaining such award shall, at the option of Mortgagee, be applied on account of the Liabilities. No interest shall be allowed to Mortgagor on account of any award held by Mortgagee.

11. Tax Stamp. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagor or the Mortgaged Property, any tax becomes due in respect of the issuance of the Note or this Mortgage, Mortgagor shall pay such tax in the manner required by law.

12. Prepayment Privilege: Mortgagor shall have the privilege of making payments on the principal of the Note in accordance with the terms of the Note and the Loan Agreement.

13. Effect of Extension of Time and Amendments of Junior Liens and Other. If the payment of the Liabilities, or any part thereof, be extended or varied, or if any part of the security therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation or release, and their liability, and the lien and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage or other lien, upon the Mortgaged Property or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify and supplement this Mortgage, the Note and the Other Security Agreements (as such term is defined in Paragraph 27), and to extend the maturity of the Liabilities, 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 liens.

14. Mortgagee's Performance of Mortgagor's Obligations: (a) After the occurrence of an Event of Default or after Mortgagor has failed to take the required action after demand from Mortgagee, Mortgagee may but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee, and Mortgagee may, but shall not be required to: (i) make full or partial payments of principal or interest on prior encumbrances, if any, (ii) purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, (iii) redeem from any tax sale or forfeiture affecting the Mortgaged Property or contest any tax or assessment, (iv) complete construction, furnishing and equipping of the improvements upon the Mortgaged Property and (v) rent, operate and manage the Mortgaged Property and such improvements and pay operating costs and expenses, including management fees of every kind and nature in connection therewith, so that the Mortgaged Property and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and other monies advanced by Mortgagee to protect the Mortgaged Property and the lien hereof, shall be so much additional Liabilities, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice and with interest thereon at the Default Interest Rate specified in the Loan Agreement. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

(b) Mortgagee in making any payment hereby authorized (i) relating to taxes and assessments, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (ii) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; and (iii) in connection with the completion of construction, furnishing or equipping of the improvements of the Mortgaged Property or the rental, operation or management of the Mortgaged Property or the payment of operating costs and expenses thereof, Mortgagee may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

15. Inspection of Mortgaged Property and Records. Mortgagee shall have the right to inspect the Mortgaged Property and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

16. Financial Statements: Mortgagor covenants and agrees while any Liabilities are outstanding, to furnish to Mortgagee all financial statements as are required under the Loan Agreement.

17. Uniform Commercial Code: This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to any part of the Mortgaged Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate owned by Mortgagor (all for the purposes of this Paragraph 17 called "Collateral"). All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Mortgaged Property, and the following provisions of this Paragraph 17 shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof and the Permitted Exceptions.

(b) The Collateral is to be used by Mortgagor solely for business purposes, being installed upon the Mortgaged Property for Mortgagor's own use or as the equipment and furnishings furnished by Mortgagor, as landlord, to tenants of the Mortgaged Property.

(c) The Collateral will be kept at the real estate comprised within the Mortgaged Property and will not be removed therefrom other than in the ordinary course of business without the consent of Mortgagee (being the Secured Party as that term is used in the Code) or any other person and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the collateral are Mortgagor, Mortgagee, and the permitted tenants and users thereof.

(e) No Financing Statement covering any of the Collateral or any proceeds hereof is on file in any public office except pursuant hereto. Mortgagor will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Liabilities, subject to no adverse liens or encumbrances and Mortgagor will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

(f) Upon an Event of Default hereunder, Mortgagee at its option may declare the Liabilities immediately due and payable, all as more fully set forth in Paragraph 19 hereof, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place where the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code). Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Mortgaged Property. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least fifteen (15) business days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of Mortgagor shown in Paragraph 38 of this Mortgage at least fifteen (15) business days before the time of the sale or disposition. Mortgagee may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of the type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Mortgaged Property, the Collateral and real estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorney's fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the Liabilities. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

(g) The remedies of Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of the other remedies of Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Liabilities remains unsatisfied.

(h) The terms and provisions contained in this Paragraph 17 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(i) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described at the beginning of this Mortgage which goods are or are to become fixtures relating to the Mortgaged Property. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in the opening paragraph of this Mortgage. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Mortgaged Property are located. Mortgagor is the record owner of the Mortgaged Property. Mortgagor acknowledges that it has executed and delivered to Mortgagee a separate Security Agreement relating to the Collateral

(the "Security Agreement"). The terms and provisions of this Mortgage relating to the Collateral shall be in addition to all of the terms of the Security Agreement.

18. Restrictions on Transfer: Except as otherwise permitted or provided herein, it shall be an Event of Default hereunder if, without the prior written consent of Mortgagee any one, or more of the following shall occur:

(a) If Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Mortgaged Property or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Mortgaged Property, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral, subject to the first and prior lien hereof, of at least equal value and utility;

(b) If Mortgagor is a Land Trustee, then, if any beneficiary of Mortgagor shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any portion of such beneficiary's beneficial interest in Mortgagor;

(c) If Mortgagor is a partnership or joint venture or limited liability company, or if any beneficiary of a trustee mortgagor is a partnership, joint venture or limited liability company, then if any general partner, joint venturer or member in such partnership, joint venture or limited liability company shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any part of the partnership interest, joint venture interest or limited liability company interest, as the case may be, of such partner, joint venturer or member; or

(d) If Mortgagor is a corporation, or if any beneficiary of a trustee mortgagor is a corporation, then the merger, liquidation or dissolution of such corporation or the sale of all or substantially all of its assets not in the ordinary course of business or share exchange or the sale, assignment, transfer, lien, pledge, security interest or other encumbrance or alienation of the outstanding securities of such corporation, in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Paragraph 18 shall not apply (i) to liens securing the Liabilities, (ii) to the lien of current taxes and assessments not in default and the Permitted Exceptions, (iii) to any transfer of the Mortgaged Property, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership, joint venture or membership interests, as the case may be, in Mortgagor (or any beneficiary of a trustee mortgagor) by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this Paragraph 18 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise shall acquire any part of or interest in or encumbrance upon the Mortgaged Property, or such beneficial interest in, shares of

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stock of, or partnership, joint venture or membership interest in Mortgagor (or any beneficiary of a trustee mortgagor).

19. Events of Default: If one or more of the following events (herein individually called an "Event of Default") shall occur:

(a) If default be made in the due and punctual payment of the Note, or any installment thereof, either principal or interest, as and when the same is due and payable and after any applicable grace period shall have expired;

(b) If Mortgagor breaches any of its representations, warranties, covenants or agreements set forth herein which default continues for 30 days after service of written notice thereof; provided, however, that, if (i) Mortgagee's security in Mortgagee's reasonable judgment is not materially impaired by such default; (ii) such default cannot reasonably be cured within the initial 30-day period, and (iii) Mortgagor has commenced to cure the default within the initial 30-day period, then Mortgagor shall be granted an additional 30 days to cure the default and Mortgagor shall proceed with such cure thereafter in a diligent manner;

(c) If an Event of Default under the Loan Agreement or any of the Other Security Agreements, shall occur and be continuing and shall not be cured within any applicable cure period;

(d) If an Event of Default pursuant to Paragraph 18 hereof shall occur and be continuing without notice or period of grace of any kind;

(e) If the Mortgaged Property shall be abandoned;

(f) If Mortgagee accelerates the indebtedness evidenced by the Note according to the provisions thereof;

then, so long as such Event of Default still exists, Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further notice all liabilities to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage, the Note, the Loan Agreement, the Other Security Agreements or by law or in equity conferred.

20. Possession by Mortgagee. When the Liabilities shall become due, whether by acceleration or otherwise, Mortgagee shall, if applicable law permits, have the right to enter into and upon the Mortgaged Property and take possession thereof or to appoint an agent or trustee for the collection of rents, issues and profits of the Mortgaged Property; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Mortgaged Property, may be applied to the payment of taxes, insurance premiums and other charges applicable to the Mortgaged Property, or in reduction of the Liabilities; and the rents, issues and

profits of and from the Mortgaged Property are hereby specifically pledged to the payment of the Liabilities.

21. Foreclosure. When the Liabilities, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title, as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Liabilities and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Interest Rate per annum until paid.

22. Receiver/Mortgagee in Possession. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the Court in which such complaint is filed may appoint a receiver of the Mortgaged Property or Mortgagee as mortgagee in possession. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not, and Mortgagee hereunder or any holder of the Note or any employee or agent thereof may be appointed as such receiver or mortgagee in possession. Such receiver or mortgagee in possession shall have the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver or mortgagee in possession, would be entitled to collection of such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period. The court may, from time to time, authorize the receiver or mortgagee in possession to apply the net income from the Mortgaged Property in his hands in payment in whole or in part of:

- (a) The Liabilities or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or
- (b) The deficiency in case of a sale and deficiency.

23. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 21 hereof; Second, all other items which, under the terms hereof, constitute Liabilities additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note or under any further advances as are herein mentioned; Fourth, to the principal remaining unpaid upon the Note; and upon any further advances as are herein mentioned; and lastly, any surplus to Mortgagor, and its successors or assigns, as their rights may appear.

24. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to such decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each every successive redeмпtor may cause the preceding loss clause attached to each casualty insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeмпtor. In the event of a foreclosure sale, Mortgagee is hereby authorized, without consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums thereon.

25. Waiver. (a) Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction, or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. **MORTGAGOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PROPERTY SUBSEQUENT TO THE DATE HEREOF, IT BEING THE INTENT HEREOF THAT ANY AND ALL SUCH RIGHTS OF REDEMPTION OF MORTGAGOR AND OF ALL OTHER PERSONS, ARE AND SHALL BE DEEMED TO BE HEREBY WAIVED TO THE FULL EXTENT PERMITTED BY THE PROVISIONS OF ILLINOIS COMPILED STATUTES, 735**

ILCS 5/15-1601, AND ANY STATUTE ENACTED IN REPLACEMENT OR SUBSTITUTION THEREOF. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted.

(b) In the event that Mortgagor is the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or similar proceeding, Mortgagee shall be entitled to obtain immediate relief from or a lifting of any automatic stay as to the enforcement of any right, power or remedy provided by this Mortgage, the Note, the Loan Agreement or the Other Security Agreements, including but not limited to, the stay imposed by Section 362 of the United States Federal Bankruptcy Code, as amended. Mortgagor hereby expressly consents to the immediate lifting of any such automatic stay, and will not contest any motion by Mortgagee to lift such stay.

26. Hazardous Materials: (a) Mortgagor acknowledges that it has executed and delivered to Mortgagee an Environmental Indemnity Agreement relating to the Mortgaged Property (the "Environmental Indemnity"). The terms and provisions of the Environmental Indemnity are incorporated herein by reference and Mortgagee's rights hereunder shall be in addition to any of its rights under this Mortgage.

(b) If at any time or times hereafter Mortgagee has reasonable cause to believe that Hazardous Materials are present at the Mortgaged Property or that Mortgagee has breached the terms of the Environmental Indemnity, then Mortgagee (by its officers, employees and agents) may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Mortgaged Property for the purpose of determining whether there exists on the Mortgaged Property any environmental condition which could result in any liability, cost or expense to the owner or occupier of such Mortgaged Property arising under any state, federal or local law, rule or regulation. The Site Assessment may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Mortgagor which do not impede the performance of the Site Assessment. The Site Reviewers are hereby authorized to enter upon the Mortgaged Property for such purposes. The Site Reviewers are further authorized to perform both above and below ground testing for environmental damage or the presence of hazardous materials on the Mortgaged Property and such other tests on the Mortgaged Property as may be necessary to conduct the Site Assessment in the reasonable opinion of the Site Reviewers. Mortgagor will supply to the Site Reviewers such historical and operational information regarding the Mortgaged Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessment and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Mortgagee shall make the results of such Site Assessment fully available to Mortgagor, which (prior to an Event of Default) may at its election participate under reasonable procedures in the direction of such Site Assessment and the description of tasks to be performed by the Site Reviewers. The cost of performing such Site Assessment shall be paid by Mortgagor upon demand of Mortgagee and any such obligations shall constitute additional Liabilities secured by this Mortgage.

(c) Mortgagee shall have the right, but not the obligation, without in any way limiting Mortgagee's other rights and remedies under this Mortgage, to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any hazardous materials or hazardous materials contamination on the Mortgaged Property following receipt of any notice from any person or entity asserting the existence of any hazardous materials or hazardous materials contamination pertaining to the Mortgaged Property, or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Mortgaged Property, or other action and/or which, in Mortgagee's sole opinion, could jeopardize Mortgagee's security under this Mortgage. All reasonable costs and expenses paid or incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

27. Other Security Agreements. As further security for the Liabilities, Mortgagor (and/or certain other parties) have concurrently herewith executed and delivered, or may hereafter execute and deliver to Mortgagee, the Loan Agreement, an Assignment of Leases and Rents, the Security Agreement, the Environmental Indemnity, UCC Financing Statements and other writings on or relating to the Mortgaged Property and other property (collectively referred herein to as "Other Security Agreements"). All the terms and conditions of the Other Security Agreements are hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. Mortgagor agrees that it will duly perform and observe or cause to be performed and observed all obligations accepted by it under the Other Security Agreements. Nothing herein contained shall be deemed to obligate Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor under the Other Security Agreements and Mortgagor shall and does hereby indemnify and hold Mortgagee harmless from any and all liability, loss or damage which Mortgagee may or might incur by reason of the Other Security Agreements. Any and all liability, loss or damage incurred by Mortgagee, together with the costs and expenses, including reasonable attorney's fees, incurred by Mortgagee in the defense of any claims or demand therefor (whether successful or not), shall be so much additional Liabilities, and Mortgagor shall reimburse Mortgagee therefor on demand, together with interest at the Default Interest Rate under the Note from the date of demand to the date of payment.

28. Mortgagee in Possession. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Property.

29. Business Loan. Mortgagor certifies and agrees that the proceeds of the Note secured hereby have been used for the purposes specified in Illinois Compiled Statutes, 815 ILCS 205/4(1)(c) and the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section. Mortgagor further certifies and agrees that the Mortgaged Property is not residential real estate within the definition and purview of Illinois Compiled Statutes, 815 ILCS 205/4(2)(a).

30. Further Assurances. Mortgagor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning and

confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired.

31. Mortgagor's Successors. In the event that the ownership of Mortgaged Property becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Liabilities in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Mortgaged Property, but nothing in this Paragraph 31 shall vary or negate the provisions of Paragraphs 18 and 19 hereof.

32. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

33. Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every from time to time record owner of the Mortgaged Property or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns. Wherever herein Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not; and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions herein, as fully and to the same extent and with the same effect as if such from time to time holder were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated Mortgagee.

34. Provisions Severable/Conflict. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

35. Waiver of Defense. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid to the party interposing the same in an action at law upon the Note.

36. Time of Essence. Time is of the essence of the Note, this Mortgage, and any other document evidencing or securing the Liabilities.

37. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way and scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

38. Notices. Any notices and other communications required or desired to be given hereunder shall be given as required under the Loan Agreement.

39. Release. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment of all Liabilities.

40. Line of Credit/Future Advances. The Note evidences a "line of credit" loan, and this Mortgage secures not only the indebtedness from the Mortgagor to the Mortgagee existing on the date of this Mortgage, but also all future advances under said line of credit loan (or any extension, substitution, renewal or amendment thereto), whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage, even though there may be no advance under the line of credit loan made at the time of the execution of this Mortgage and even though there may be no indebtedness outstanding under the line of credit loan at the time any advance is made.

41. Governing Law, Venue. This Mortgage is to be construed in accordance with the laws of Illinois. All actions arising directly or indirectly as a result or in consequence of this Mortgage shall be instituted or litigated only in courts having situs in the County of Cook, State of Illinois, and Mortgagor consents to the jurisdiction of any State or Federal Court located and having its situs in said county.

42. Waiver of Jury Trial. MORTGAGOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (a) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS MORTGAGE, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HERewith, OR (b) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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[signature follows on Page 20]



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007823453 D2

STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1, 2, AND 3, EXCEPT THE SOUTH 11.50 FEET OF SAID LOT 3, LOT 4, EXCEPT THE NORTH 8.50 FEET OF SAID LOT 4 AND LOT 5 IN BLOCK 6 AND LOTS 1 TO 5, INCLUSIVE, IN BLOCK 7 TOGETHER WITH THE NORTH AND SOUTH 18 FOOT PUBLIC ALLEY VACATED PER DOCUMENT NO. 20181526 LYING BETWEEN THE EAST LINE OF SAID BLOCK 6 AND THE WEST LINE OF SAID BLOCK 7, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF THE AFORESAID LOT 1 IN SAID BLOCK 7, AND LYING NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 11.50 FEET OF THE AFORESAID LOT 3 IN SAID BLOCK 6, ALL IN W.J. WILSON'S ADDITION TO OAK PARK BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

THAT PART OF THE VACATED NORTH AND SOUTH 18 FOOT PUBLIC ALLEY LYING BETWEEN THE EAST LINE OF BLOCK 6 AND THE WEST LINE OF BLOCK 7 LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 11.50 FEET OF LOT 3 IN SAID BLOCK 6, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID BLOCK 7 ALL IN W.J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED DECEMBER 21, 1999 AS DOCUMENT NUMBER 09184813 AND RERECORDED JANUARY 26, 2000 AS DOCUMENT NUMBER 00065870;

ALSO

THAT PART OF THE VACATED EAST AND WEST 20 FOOT PUBLIC ALLEY LYING BETWEEN THE SOUTH 11.50 FEET OF LOT 3 AND THE NORTH 8.50 FEET OF LOT 4 IN BLOCK 6 IN W. J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED DECEMBER 21, 1999 AS DOCUMENT NUMBER 09184813 AND RERECORDED JANUARY 26, 2000 AS DOCUMENT NUMBER 00065870;

ALSO

THAT PART OF WEST MONROE STREET VACATED PER DOCUMENT NUMBER 20181526 IN W. J. WILSON'S ADDITION TO OAK PARK LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7, DESCRIBED AS FOLLOWS:

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CHICAGO TITLE INSURANCE COMPANY

00989153

ORDER NUMBER: 1401 007823453 D2
STREET ADDRESS:
CITY: COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7 AFORESAID; THENCE NORTH 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 AFORESAID THENCE WEST, ALONG THE SOUTH LINE OF LOT 9 AFORESAID AND ITS WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 9 IN BLOCK 3 AFORESAID, 216.90; THENCE SOUTH PERPENDICULAR TO THE AFORESAID LINE, 32.20 FEET; THENCE WEST, PERPENDICULAR TO THE AFORESAID LINE, 142.03 FEET TO A POINT ON THE LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 AFORESAID TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AFORESAID; THENCE SOUTH ON THE AFORESAID DESCRIBED LINE 33.80 FEET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AFORESAID; THENCE EAST, ALONG THE NORTH LINE OF LOT 1 IN BLOCK 6 AFORESAID AND ITS EASTERLY EXTENSION AND THE NORTH LINE OF LOT 1 IN BLOCK 7 AFORESAID, 359.06 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID ADDITION BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS TO, INGRESS AND EGRESS OVER THE WISCONSIN AVENUE EASEMENT AREA DESCRIBED AS FOLLOWS:

THAT PORTION OF WISCONSIN AVENUE LYING WEST OF AND ADJACENT TO LOTS 24 TO 35 OF THE SUBDIVISION OF BLOCK 2 IN WALLEN AND PROBST'S ADDITION TO OAK PARK, A SUBDIVISION OF PART OF LOT 1 IN B.F. JERVIS' SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

NON-EXCLUSIVE PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS TO AND INGRESS AND EGRESS OVER, ACCESS THERETO AND THE PERETUAL RIGHT AND EASEMENT TO PARK VEHICLES WITHIN THE PARKING GARAGE DESCRIBED AS FOLLOWS:

ALL OF LOTS 24 TO 35, BOTH INCLUSIVE, IN BLOCK 2 IN THE SUBDIVISION OF BLOCKS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 OF WALLEN AND PROBST'S ADDITION TO OAK PARK IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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CHICAGO TITLE INSURANCE COMPANY

00089153

ORDER NUMBER: 1401 007823453 D2

STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 4:

PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS TO AND INGRESS AND EGRESS OVER, AND CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF A SURFACE PARKING LOT AND THE PERPETUAL RIGHT AND EASEMENT TO PARK VEHICLES THEREON, DESCRIBED AS FOLLOWS:

LOT 5 (EXCEPT THE NORTH 43 FEET THEREOF) TOGETHER WITH LOTS 6 TO 9, INCLUSIVE, IN BLOCK 4 IN W.J. WILSON'S ADDITION TO OAK PARK, A SUBDIVISION OF ALL OF LOT 1 (EXCEPT THE EAST 40 ACRES THEREOF) IN THE SUBDIVISION OF SECTION 18 (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 THEREOF) TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PARCEL 5:

EXCLUSIVE RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF CONNECTING THE PEDESTRIAN CORRIDOR TO THE HOSPITAL AS DISCLOSED ON EXHIBIT "C" ATTACHED TO SAID AGREEMENT

PARCEL 6:

EXCLUSIVE RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN ACCESS, INGRESS AND EGRESS THROUGH THE PEDESTRIAN CORRIDOR (WHEN COMPLETED) BETWEEN THE MEDICAL OFFICE BUILDING AND THE HOSPITAL AS DISCLOSED ON SKETCH ATTACHED AS EXHIBIT "C" TO SAID AGREEMENT.

PARCEL 7:

MUTUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL UPON, UNDER, OVER, ACROSS AND ALONG A STRIP OF LAND FIFTEEN (15) FEET INTO EACH OF THE PARTNERS 99 PROPERTY AND THE HOSPITAL PROPERTY FOR THE PURPOSE OF CONTINUED MAINTENANCE OF THE EASEMENT AND IMPROVEMENTS.

LEGALD



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CHICAGO TITLE INSURANCE COMPANY

00089153

ORDER NUMBER: 1401 007823453 D2
STREET ADDRESS:
CITY: COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL IN, OVER, UNDER, UPON, AND ACROSS THE DRIVEWAY EASEMENT AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF CONSTRUCTING AND INSTALLING A DRIVEWAY, SIDEWALKS AND OTHER IMPROVEMENTS.

PARCEL 9:

MUTUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL IN, OVER, UNDER, UPON, AND ACROSS THE DRIVEWAY EASEMENT AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER THE DRIVEWAY AND SIDEWALKS LOCATED THEREIN.

PARCEL 10:

TEMPORARY CONSTRUCTION EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF ENTERING ONTO THE HOSPITAL PROPERTY FOR THE DEVELOPMENT OF ANY IMPROVEMENTS ON THE PARTNERS 99 PROPERTY DURING CONSTRUCTION AND DEVELOPMENT OF THE PARTNERS 99 PROPERTY AND THE IMPROVEMENTS THEREON.

PINS: 16-18-110-006-0000
16-18-110-007-0000
16-18-110-015-0000
16-18-110-016-0000
16-18-110-017-0000
16-18-110-022-0000
16-18-110-023-0000
16-18-110-024-0000