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LEASEHOLD MORTGAGE

by

RUSH EXCHANGE, LLC,

a Delaware limited liability company

to and for the benefit of

RUSH ONTARIO, LLC,

a Delaware limited liability company

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

**Jeffrey J. Femrite
Rush Ontario, LLC
C/O B&G Realty, Inc.
250 East Wisconsin Avenue
Suite 1700
Milwaukee, Wisconsin 53202**



1st AMERICAN TITLE order #

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LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

THIS LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter referred to as this "Mortgage") is made as of March 13, 2001, between RUSH EXCHANGE, LLC, a Delaware limited liability company, as mortgagor (the "Debtor"), whose address is c/o Near North Exchange Company, 222 North LaSalle Street, Chicago, IL 60601, in favor of RUSH ONTARIO, LLC, a Delaware limited liability company, as mortgagee (the "Lender") whose address is 250 East Wisconsin Avenue, Milwaukee, Wisconsin 53202;

WITNESSETH:

WHEREAS, on or about July 7, 1994, The Benenson March 1985 Trust ("Ground Lessor") leased to Ontario City Centre Limited Liability Company ("OCC") that certain real estate consisting of a five story building (plus partial basement) containing approximately 193,500 square feet commonly known as 630 North Rush Street in Chicago, Illinois (the "Building"); and

WHEREAS, by that certain lease agreement dated July 11, 1994 (the "Lease"), OCC leased to Virtuem Entertainment, LLC, f/k/a Vitec, Incorporated ("Virtuem") that portion of the Building consisting of approximately 159,200 square feet as follows (the "Premises"): approximately 13,687 square feet of floor area on each of the first and second levels of the Building, the entire third, fourth and fifth levels of the Building (including both interior and exterior thereof), the roof of the Building, the basement of the Building, the "Vitec Loading Dock" and "Vitec Dumpster/Compactor" (as defined in the Lease) and certain non-exclusive and exclusive easements appurtenant to the Premises (as described in the Lease); and

WHEREAS, Lender and Virtuem have entered into that certain Agreement to Assign Sublease dated August 4, 2000, as amended, ("Agreement to Assign"), whereby Virtuem has agreed to assign the Lease and the leasehold interest identified in the Lease to Lender; and

WHEREAS, pursuant to (i) an Assignment and Assumption of Agreement to Assign Lease, dated March 13, 2001, by and between Lender and Debtor, and (ii) a Reverse Exchange Agreement, dated March 13, 2001, by and between Lender and Debtor ("Reverse Exchange Agreement"), Lender has assigned, to Debtor, Lender's interest in (A) the Agreement to Assign, (B) the Lease, and (C) the leasehold interest identified in the Lease, and Debtor has acquired the Lease and the leasehold interest identified in the Lease on behalf of Lender as a qualified intermediary pursuant to a "like-kind" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; and

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WHEREAS, pursuant to the Reverse Exchange Agreement, Lender has loaned Debtor Thirteen Million Three Hundred Fifty-Three Thousand Four Hundred Thirty-Nine and 00/100 Dollars (\$13,353,439.00) as evidenced by a Promissory Note made by Debtor payable to the order of Lender dated March 13, 2001 in the stated principal amount of Thirteen Million Three Hundred Fifty-Three Thousand Four Hundred Thirty-Nine and 00/100 Dollars (\$13,353,439.00) (the "Note") and

WHEREAS, the term "Obligations" as used herein includes (without limitation) all debts, obligations, and liabilities arising under or pursuant to this Mortgage or the Note and any other documents executed in connection herewith and other sums advanced thereunder, including, without limitation, future advances made by Lender to or for the benefit of Debtor; and

WHEREAS, this Mortgage and any and all other instruments, documents and agreements evidencing, governing or providing security for any of the Obligations are hereinafter referred to collectively as the "Security Documents" and sometimes singularly as a "Security Document."

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

Debtor and Lender agree as follows:

Debtor, in consideration of the indebtedness herein recited, does hereby mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm, warrant, pledge, assign and hypothecate unto Lender, the Lease and Debtor's leasehold interest (the "Leasehold Estate") created pursuant to the Lease, in and to the following described property located in Cook County, Illinois and more particularly described on EXHIBIT A attached hereto together with all of Debtor's interest in any and all easements, rights-of-way, licenses, privileges and hereditaments, (the "Land"), and together with all of Debtor's interest in and to the buildings, structures and improvements now or at any time located on any portion of the Land and, if and to the extent of Debtor's right, title and interest in all of the following (collectively the "Premises"):

a. all land lying in the bed of any road, or the like, opened, proposed or vacated, or any strip or gore, adjoining the Land;

b. all machinery, apparatus, equipment, fittings, furniture, building materials and supplies, appliances, apparatus, fixtures and articles of personal property of every kind and nature, whatsoever, installed or located now or in the future in or upon the Land or the buildings and improvements situated or to be constructed thereon and used or useable in connection with any present or future operation of the Land or the buildings and improvements situated or to be constructed thereon (all of which is called "Personal Property"); all of which Personal Property shall be deemed a part of the Land and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless the Lender shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Lender;

c. all awards or payments including interest made as a result of: the exercise of the right of eminent domain, the alteration of the grade of any street, any loss of

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or damage to any building or other improvement on the Land, any other injury to or decrease in the value of the Land or the buildings and improvements situated or to be constructed thereon, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Land or the buildings and improvements situated or to be constructed thereon, and the reasonable attorneys' and paralegals' fees, costs and disbursements incurred by the Lender in connection with the collection of any such award or payment;

d. all of the rents, issues and profits of the Land or the buildings and improvements situated or to be constructed thereon under the present or future leases, subleases, master leases, or otherwise;

e. all deposits, including tenants' security deposits and utility security deposits arising from or by virtue of any transactions relating to the Land or the buildings and improvements situated or to be constructed thereon; and

f. all rights, privileges, permits, licenses, easements, consents, development agreements (and deposits made thereunder), tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any wise appertaining to all or any part of the Land or the buildings or improvements situated or to be constructed thereon or arising in favor of Debtor pursuant to the Lease; all right, title, and interest of Debtor, whether now or at any time hereafter existing, in all reversions and remainders to all or any part of the Land; and all rents, income, issues, profits, royalties, and revenues derived from or belonging to all or part of the Land or the buildings or improvements situated or to be constructed thereon and other property and interests subject to this Mortgage, or any part thereof; and all rights of Debtor under any and all existing and future leases of and other agreements affecting all or any part of the Land or the buildings or improvements situated or to be constructed thereon and other property and interests subject to this Mortgage.

THIS MORTGAGE FURTHER WITNESSETH:

That Debtor has covenanted and agreed and does hereby covenant and agree with Lender, its successors and assigns, as follows, to-wit:

ARTICLE I COVENANTS OF DEBTOR

1.1 Covenants. So long as any of the Obligations remain outstanding and unpaid, Debtor will pay the principal of and interest and all other sums due comprising the Obligations, and in addition, Debtor shall:

(a) Taxes. Pay and discharge, or cause to be paid and discharged, from time to time when the same shall become due, all taxes, assessments, and governmental charges of every character imposed upon the Premises, this Mortgage, the Obligations or the interest of the Lender in the Premises; provided, however, that nothing herein contained shall require Debtor to pay any such tax, assessment, governmental charge, or claim so long as the validity thereof shall

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be contested in good faith by appropriate proceedings, provided adequate security is deposited with Lender to ensure payment thereof.

(b) Waste. Abstain from and not suffer the commission of waste on the Premises, or the occurrence of any loss or damage to the Premises.

(c) Encumbrances. Keep the Premises and the Lease free from all mortgages, liens, and encumbrances other than Permitted Encumbrances, as defined in this Mortgage.

(d) Laws and Restrictions. Comply with all laws, regulations, and ordinances, covenants, conditions and restrictions affecting the Premises.

(e) Dispositions. Not sell, transfer, lease, convey, or otherwise dispose of the Premises, or any part thereof or interest therein, in any manner, whether voluntarily or involuntarily, by operation of law, or otherwise without the prior written consent of Lender, provided however, Debtor may sub-lease the Premises to Lender.

(f) Intentionally deleted.

(g) Intentionally deleted.

(h) Further Instruments. Execute, acknowledge, deliver, and cause to be recorded or filed, in the manner and place required by any present or future law, any instrument that may be requested by Lender to publish notice or protect, perfect, preserve, continue, extend, or maintain the security interest and lien, and the priority thereof, of this Mortgage or the Security Documents or the interest of Lender in the Premises, including, without limitation by reason of specification, mortgages, security agreements, financing statements, continuation statements, and instruments of similar character, and Debtor shall pay or cause to be paid: (i) all filing and recording taxes and fees incident to each such filing and recording; (ii) all expenses incurred by Lender in connection with the preparation, execution, and acknowledgement of all such instruments; and (iii) all federal, state, county, and municipal stamp taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the execution and delivery of such instruments.

(i) Termination of Lease. Not terminate, modify or surrender the Lease without the prior written consent of Lender, nor suffer or permit any termination, modification or surrender thereof without the prior written consent of Lender, nor enter into any agreement for the termination, modification or surrender thereof without the prior written consent of Lender.

(j) Merger. So long as any of the Obligations shall remain unpaid, the fee title to the Land and the Leasehold Estate created by the Lease shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in either the tenant or the landlord under the Lease, or in a third party, by purchase or otherwise, unless Lender shall consent to join in the execution of a writing effecting such merger and the same be duly recorded with the Register of Deeds in and for the County of Cook, State of Illinois.

(k) Greater Estate. Promptly execute any documentation required by Lender to assure that should any greater estate in the Premises be acquired by Debtor (subject to the

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restriction on merger set forth in (j) above), this Mortgage shall automatically attach and extend to and be a valid lien upon such greater estate.

(l) Performance of Lease. Promptly perform and observe all of the terms, covenants, and conditions required to be performed and observed by Debtor under the Lease, within the periods provided in the Lease, and will do all things necessary to preserve and to keep unimpaired its rights under the Lease.

(m) Notices under Lease. Promptly notify the Lender in writing of the receipt by the Debtor of any notice from the landlord under the Lease and of any notice noting or claiming any default by the Debtor in the performance or observance of any of the terms, covenants or conditions on the part of the Debtor to be performed or observed under the Lease, and promptly cause a copy of each such notice received by Debtor under the Leases to be delivered to Lender.

(n) Proof of Payment. Furnish to the Lender, upon demand, proof of payment of all items which are required to be paid by the Debtor pursuant to the Lease.

(o) Default under Lease. Execute and deliver, on request of the Lender, such instruments as the Lender may deem useful or required to permit the Lender to cure any default under the Lease or permit the Lender to take such other action as the Lender considers desirable to cure or remedy the matter in default and preserve the interest of the Lender in the Premises.

1.2 Condemnation. If all or any part of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, by exercise of the right of eminent domain, by sale in lieu of condemnation or eminent domain, or by the alteration of the grade of any street affecting the said Premises, then the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Lender, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Debtor, and the same shall be applied to the repair and restoration of the Premises, to the extent required in the Lease, or if not so required the same shall be paid forthwith to Lender and shall be applied to the Obligations in the inverse order of their maturities or (at the option of Lender) to restoration of the Premises.

1.3 Environmental Laws. Debtor represents and warrants that the Premises are in compliance with all Environmental Laws. Debtor covenants and agrees to comply with all applicable Environmental Laws. The term "Environmental Laws" shall mean all federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants, or process waste water or otherwise relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect and as the same may be amended from time to time.

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1.4 Self-Help by Lender. If Debtor shall fail to comply with any of the terms, covenants, and agreements contained herein or in the Agreement, any of the Security Documents, or any other agreement now or at any time hereafter existing between Debtor and Lender or if any action is commenced which materially affects Lender's interest in the Premises, and any applicable grace period has expired, then Lender may (but shall not be obligated to), without further demand upon Debtor but with any notice required by law and without waiving or releasing Debtor from any such obligation, remedy such default for the account of Debtor or take such action as is necessary to protect Lender's interest in the Premises. Debtor agrees to repay, upon demand by Lender, all sums advanced by Lender to remedy such defaults or to take such action, together with interest at the rate at which interest accrues on amounts due under the Note after the same become due. All such sums, together with interest as aforesaid, shall become additional indebtedness secured by this Mortgage and by the Security Documents, shall be charged against Debtor, shall be immediately due and payable by Debtor, shall bear interest at the Default Rate (as such term is defined in the Note), shall be a lien upon the Premises and be secured by the Mortgage and may be collected in the same manner as the principal debt hereby secured. No such payment by Lender shall be deemed to relieve Debtor from any default or Event of Default (as such term is hereinafter defined) hereunder.

1.5 Security Agreement. It is the intention of Debtor and Lender that this Mortgage also constitutes a security agreement (with Lender being the secured party thereunder) with respect to those portions of the Premises which are subject to Article 9 of the Uniform Commercial Code. Accordingly, Debtor hereby agrees that, in addition to all other rights and remedies enumerated herein or otherwise available to Lender at law, in equity, or under any Security Document, Lender shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code in effect from time to time in the state in which the Premises are located. With respect to any portion of the Premises subject to the Uniform Commercial Code, any reference to foreclosure in this Mortgage shall also be deemed to include any method of disposition of collateral authorized under Article 9 of the Uniform Commercial Code. Lender, at its sole option, may dispose of any portion of the Premises subject to the Uniform Commercial Code separately from or together with other portions of the Premises. This Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its recording in the Office of the Register of Deeds for Cook County, Illinois. Information concerning the security interest created by this instrument may be obtained from Lender, as secured party, at the address stated above. The mailing address of the Debtor is as stated above for Debtor and the mailing address of the Secured Party is as stated above for Lender.

1.6 Mortgage Taxes. Pay and discharge, or cause to be paid and discharged, from time to time when the same shall become due, all taxes, assessments, and governmental charges of every character whatever that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in such Premises created or represented by this Mortgage, whether levied against Debtor or otherwise. In the event of the passage, after the date of this Mortgage, of any law deducting from the value of the real property comprising the Premises, for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes so as to affect the interest of Lender, then, in such event, Debtor shall bear and pay the full amount of such taxes. If payment by Debtor of any tax, assessment, or charge referred to in the foregoing sentences would, for any reason, be unlawful, usurious, or would result in the payment of interest in excess of the rate permitted by

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applicable law, then Debtor shall have no obligation to pay that portion of such tax, assessment, or charge which would result in the payment of such excess; provided, however, in any such event, at any time after the enactment of such law, Lender may, at its option, declare the entire principal balance of the indebtedness secured hereby, together with all accrued, but unpaid, interest thereon, to be, and the same shall thereupon become, immediately due and payable, without notice (notice being hereby waived).

1.7 Mechanic's and Materialmen's Liens. Debtor will keep and maintain the Premises free from all liens of persons supplying labor and materials entering into the construction, modification, or repair of the buildings or improvements situated or to be constructed on the Premises. If any such lien is recorded against the Premises, the Debtor shall post a bond, as provided by statute, title indemnity or other security deemed reasonably satisfactory to Lender or discharge the same of record within thirty (30) days after such lien is recorded.

1.8 Title. Debtor covenants that Debtor owns, or simultaneously with the disbursement of the proceeds under the Note will own a leasehold interest in the Building, and has the right to grant and convey all of Debtor's interest in the Premises, and warrants title to the same, subject only to general real estate taxes for the current year and those items listed on EXHIBIT B attached hereto (the "Permitted Encumbrances").

ARTICLE II EVENTS OF DEFAULT; REMEDIES

2.1 (a) Events of Default, Acceleration. Upon the occurrence of any one or more of the following events (each an "Event of Default"): (i) any payment of the Obligations is not made within ten (10) days after such payment is due (by acceleration or otherwise); (ii) the occurrence of any default under the Lease; (iii) Debtor fails to timely perform or observe any of Debtor's covenants in this Mortgage, and such failure continues for a period of thirty (30) days after written notice thereof is given by Lender to Debtor; (iv) the occurrence of any default under any Security Document beyond any applicable grace period applicable thereto; (v) any statement or representation contained herein or in any of the Security Documents was materially incorrect or misleading when made; (vi) the failure to complete the "like-kind" exchange by conveying the Premises to Lender as required under the "Reverse Exchange Agreement" or (vii) if Debtor shall: (a) apply for or consent to the appointment of a receiver or trustee; (b) be unable or admit in writing to an inability to pay debts as they mature; (c) make a general assignment for the benefit of creditors; (d) be adjudicated a bankrupt or insolvent, or be the subject of an order for relief entered in a court of applicable jurisdiction; (e) file a voluntary petition seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against Debtor in any bankruptcy, reorganization, or insolvency proceeding; or (f) take any action for the purpose of effecting any of the foregoing; then and in any such case, the Obligations shall, at Lender's option, become immediately due and payable, and Lender shall have all of the remedies for default provided by this Mortgage, and the Security Documents, as well as applicable law, including foreclosure of this Mortgage. The Debtor hereby waives notice of intent to accelerate and notice of acceleration. Upon the occurrence of any Event of Default, at the Lender's election, the Obligations shall thereafter bear interest at the Default Rate (as defined in the Note), whether or not accelerated. Payment of such Default Rate interest shall be secured by this Mortgage.

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(b) Foreclosure. Upon the occurrence of any Event of Default and the lapse of such period of time as may be required by law, if any, the Lender is authorized and empowered, without further notice except as required by law, to lawfully foreclose the lien of this Mortgage, with or without judicial action or proceeding (except as may be required by law), and sell and dispose of the Premises en masse or in separate parcels (as the Lender may elect) and all the right, title and interest of the Debtor therein, at a public auction at any place then authorized by law as shall be specified in the notice of such sale, for the highest and best price (the "Sale"), notice having previously been given of the time and place of such sale as required by law. The Sale shall be conducted as required by law. The Lender shall apply the proceeds or avails of the Sale first to pay all reasonable expenses of taking possession, maintaining, protecting and leasing the Premises, the costs and fees of the Sale, including reasonable trustee's fees, applicable taxes and the cost of title insurance, any advances, reasonable attorneys' fees as herein provided and other legal expenses of Lender incurred in connection with the Sale, second to pay to the Lender the then outstanding amount of the Obligations with interest at the rate set forth in the Note, and third the satisfaction of obligations secured by any junior liens on the Premises, if any, in the order of their priority and fourth, to the Debtor. The Lender may purchase all or any part of the Premises at the Sale. Any purchaser at the Sale shall not be responsible for the application of the purchase money. In the event of any express conflict between the provisions of this Mortgage and the provisions of Illinois statutes, the provisions of Illinois statutes shall apply.

(c) Judicial Action. Upon the occurrence of any Event of Default, the Lender may bring an action in any court of competent jurisdiction to foreclose this Mortgage or to specifically enforce any of the covenants and agreements hereof or of the Note or any other Security Document, or in aid of the execution of any power granted in this Mortgage, or for damages.

(d) Receiver. Upon the occurrence of any Event of Default, and to the extent provided by law, the Lender shall have the right to obtain the appointment of a receiver by any court of competent jurisdiction without notice to Debtor. By execution of this Mortgage, the Debtor irrevocably consents to the *ex parte* appointment of such receiver. Such appointment shall be a matter of right and without regard to or the necessity to disprove the adequacy of the security for the Obligations or the solvency of Debtor or any other person liable for the payment of the Obligations, and Debtor and each other person so liable waives, or shall be deemed to have waived, such necessity and consent and shall be deemed to have consented to such appointment. Any order appointing such receiver may preclude any further transfer of an interest in, or encumbrance of, the Premises without the consent of the receiver, may require that the Debtor turn over to the receiver any and all funds, documents, records and reports in its possession relating to the Premises upon demand, shall permit the receiver to market the Premises upon such terms and conditions as the receiver may deem appropriate, either directly or through the Lender, and shall contain such other terms and conditions as the Lender may deem necessary or appropriate. Such receiver shall be authorized and empowered to enter upon and take possession of the Premises, including all personal property used upon or in connection with the Land and all bank accounts containing funds associated with the Premises, to let the Premises, to manage the Premises, to receive all the rents, income and profits, including hotel room rental rates (hereinafter collectively referred to as "Rents") due or to become due, and apply the Rents after payment of all necessary charges and expenses to reduction of the

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Obligations. At the option of the Lender, the receiver shall accomplish such entry and taking possession of the Premises by actual entry and possession or by notice to the Debtor. The receiver so appointed by a court of competent jurisdiction shall be empowered to issue receiver's certificates for funds advanced by the Lender for the purpose of protecting the value of the Premises as security for the Obligations. The amounts evidenced by receiver's certificates shall bear interest at the Default Rate and may be added to the cost of redemption if the owners of the Premises, the Debtor, or a junior lienholder redeems the Premises at the Sale.

(e) Intentionally deleted.

2.2 Payment of Costs and Expenses. Debtor hereby agrees that if Lender commences any proceeding to foreclose this Mortgage or any other suit in equity, action at law, or other appropriate proceeding to enforce its rights under this Mortgage, or any of the Security Documents, or is made a party to any suit or proceeding by reason of the interest of the Lender in the Premises, then Debtor shall pay to said party all reasonable costs and expenses (including reasonable attorneys' fees and costs of obtaining evidence of title) paid or incurred by said party in connection therewith, which costs and expenses shall be Obligations secured hereby, shall be charged against Debtor, shall be immediately due and payable by Debtor, shall bear interest at the Default Rate, shall be a lien upon the Premises and secured by this Mortgage and may be collected in the same manner as the principal debt hereby secured.

2.3 Purchase by Lender. In the case of any sale of the Premises pursuant to any judgment or decree of any court or at public auction or otherwise in connection with the enforcement of any of the terms of this Mortgage, Lender, its successors or assigns, may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Obligations, in order that there may be credited as paid on the purchase price the sum then due under the Obligations.

2.4 Possession by Lender. Upon the happening of an Event of Default, and to the extent permitted by then applicable law, then and in every such case Lender, either itself or by its agents or attorneys, may, in the discretion of Lender, enter upon and take possession of the Premises, or any part or parts thereof, and may exclude Debtor and its agents and servants wholly therefrom, and having and holding the same, Lender may use, operate, manage, and control the Premises or any part thereof, and conduct the business thereof, including, without limitation, collecting the Rents, either personally or by superintendents, managers, agents, employees, and attorneys and, from time to time, by purchase, repair, or construction, may maintain and restore and may insure and keep insured the buildings, structures, improvements, fixtures, and other property, real and personal, comprising the Premises. After paying the expenses of operating the Premises, Lender shall apply the moneys arising therefrom to the Obligations.

2.5 Intentionally deleted.

2.6 Remedies Cumulative. No remedy herein conferred upon or otherwise available to Lender is intended to be or shall be construed to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given hereunder and under any of the Security Documents and

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now or hereafter existing at law, in equity, or by statute and the same may be pursued separately, successively, or concurrently against Debtor or others obligated for the Obligations, or any part thereof, or against any one or more of them, or against the Premises, at the sole discretion of Lender and may be exercised as often as occasion therefor shall arise, it being agreed by Debtor that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; nor shall the giving, taking, or enforcement of any other or additional security, collateral, or guaranty for the payment of the indebtedness secured under this Mortgage operate to prejudice, waive, or affect the security of this Mortgage or any rights, powers, or remedies hereunder; nor shall Lender be required to first look to, enforce, or exhaust any such other or additional security, collateral, or guaranty.

2.7 Rate After Sale. If the Premises is sold at the Sale, the sum for which the Premises was sold shall, for purposes of redemption, bear interest at the lesser of (a) the maximum rate permitted by applicable law or (b) the Default Rate (as defined in the Note) from the date of the Sale until paid.

2.8 Debtor's Right to Cure. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Premises or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Mortgage and the obligations secured hereby shall remain in full force and effect as though no acceleration has occurred, and the foreclosure proceedings shall be discontinued.

2.9 Indulgences by Lender. In the event that Lender: (a) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Mortgage; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right granted herein or under the Note or any Security Document; (d) grants any release, with or without consideration, of the whole or any part of the security held for the payment of the debts secured hereby or the release of any person liable for payment of such debts; or (e) amends or modifies, in any respect, any of the terms and provisions hereof or of the Agreement or any of the Security Documents; then, and in any such event, such act or omission to act shall not release Debtor or any co-maker, surety, or guarantor, nor preclude Lender from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default or Event of Default then made or any subsequent default or Event of Default, nor in any way impair or affect the lien or priority of this Mortgage or of any other Security Document.

2.10 Abandonment of Proceedings. In case Lender shall have proceeded to enforce any right under this Mortgage by foreclosure, sale, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Lender, then, and in every such case, Debtor and Lender shall be restored to their former positions and rights hereunder with respect to the Premises subject to the lien hereof.

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2.11 Assignment of Leases, Rents, Issues and Profits.

(a) Debtor hereby irrevocably grants, transfers and assigns to Lender, and grants to Lender, a security interest in, all Debtor's right, title and interest, whether now existing or hereafter acquired, in any existing and future leases, subleases, licenses, easements, and occupancy agreements (the "Leases"), including the right, power and authority to collect the Rents. The assignment set forth in the foregoing sentence shall be absolute, unconditional and irrevocable.

(b) Notwithstanding the provisions of subsection (a), Debtor shall have the right, so long as no Event of Default shall have occurred and be continuing, to collect and retain all Rents relating to the Premises as the same became due and payable; provided, however, that from and after (i) the occurrence of an Event of Default under this Mortgage, and (ii) delivery of a written notice to Debtor from Lender, invoking Lender's right to function as lessor under all Leases and to collect the Rents, to the exclusion of Debtor (the "Declaration"), constructive possession of the Premises will be vested in Lender or its assignee or any purchaser at the Sale to the extent permitted by then applicable law and such person shall be entitled to a receiver for the Premises and shall be also entitled to a receiver for the Premises during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Debtor or of the then owner of the Premises, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon *ex parte* application and without notice, notice being hereby expressly waived. The Declaration shall be effective immediately upon its deposit in the United States mail. The sending of such Declaration shall not be considered the exclusive requisite action relating to the activation of this assignment by Lender.

(c) Upon the occurrence and continuance of any Event of Default, Lender may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Obligations, (i) enter upon and take possession of the Premises or any part thereof, or (ii) in its own name sue for or otherwise collect such Rents, including those past due and unpaid and hold any such collection and apply said collections to (A) payment of all reasonable fees of the receiver approved by the court; (B) payment of all prior or current real estate taxes and special assessments and insurance premiums with respect to the Premises; (C) payment of expenses incurred for normal operation and maintenance of the Premises; and (D) payment of all other obligations under the Note, the Mortgage or the Agreement.

(d) Lender's right to collect the Rents upon an Event of Default by Debtor is in no manner conditional upon Lender first taking possession of the Premises. Should Lender enter and take possession of the Premises or collect the Rents and apply the same as provided for herein, such act shall not cure or waive any Event of Default or notice thereof hereunder or invalidate any act done pursuant to such notice. Nothing contained herein, nor any collection of Rents by Lender or a receiver, shall be construed to make Lender a "mortgagee-in-possession" so long as Lender has not itself entered into actual possession of the Premises.

(e) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to any Lease.

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ARTICLE III MISCELLANEOUS

3.1 Relationship of Parties. The relationship between Lender and Debtor is solely that of a lender and borrower, and nothing contained herein or in the Agreement or any of the Security Documents shall in any manner be construed as constituting Lender a partner or joint venturer of Debtor or as creating any other relationship between Lender and Debtor other than that of lender and borrower.

3.2 Severability. If any term, covenant, or condition of the Agreement, this Mortgage, or any Security Document or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of the Agreement, this Mortgage, and the Security Documents and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each and every term, covenant, and condition of the Agreement, this Mortgage, and all of the Security Documents shall be valid and be enforced to the fullest extent permitted by applicable law.

3.3 Subrogation. Lender shall be subrogated to all encumbrances of Debtor, although released of record, which are paid out of the proceeds of the Note or other indebtedness secured by this Mortgage.

3.4 Successors and Assigns. All of the covenants and conditions hereof shall run with the land, shall be binding upon the successors and assigns of Debtor, and shall inure to the benefit of the successors and assigns of Lender. This Mortgage and the Security Documents are made and entered into for the sole protection and benefit of Lender and Debtor and their respective successors and assigns.

3.5 No Excess Interest. If any charge in the nature of interest provided for herein, or in any instrument evidencing indebtedness secured hereby shall contravene applicable usury limitations, then Debtor shall pay only such interest as would legally be permitted. If, for any reason, interest in excess of the amount as limited in the foregoing sentence shall have been paid, whether by reason of acceleration or otherwise, then, in that event, any such excess shall constitute and be treated as a payment of principal and shall operate to reduce such principal by the amount of such excess, or if in excess of the then principal indebtedness, then such excess shall be refunded.

3.6 Waivers by Debtor. To the fullest extent permitted by applicable law, Debtor, for itself, its successors, and assigns, and each and every person with any interest in the Premises, or any part thereof, whether now owned or hereafter acquired, hereby waives notice of maturity, demand, presentment for payment, diligence in collection, notice of nonpayment and protest, with respect to any and all of the indebtedness hereby secured; hereby consents and agrees to any extension of time, whether one or more, for the payment thereof and/or to any and all renewals thereof; and hereby consents and agrees that Lender may amend the terms thereof, may release all or any part of the security for the payment thereof, and may release any party liable for the payment thereof, without, in any event, affecting the terms or effect of this Mortgage or the

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obligations or liabilities hereunder of Debtor, its successors or assigns, or any person with any interest in the Premises, or any part thereof, whether now owned or hereafter acquired. To the extent permitted by law, Debtor hereby agrees that it shall not and will not apply for or avail itself of any homestead, appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Debtor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. To the extent permitted by applicable law, Debtor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Mortgage on behalf of Debtor and on behalf of each and every person acquiring any interest in or title to the Premises of any nature whatsoever, subsequent to the date of this Mortgage.

THE DEBTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS MORTGAGE OR ANY OTHER SECURITY DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE DEBTOR OR THE LENDER. THE DEBTOR ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER SECURITY DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER EXTENDING THE LOAN EVIDENCED BY THE NOTE AND EACH OTHER SECURITY DOCUMENT.

3.7 Applicable Law. This Mortgage shall, in all respects, be governed by the internal laws of the State of Illinois.

3.8 Notices. All notices, demands, or documents of any kind which may be required or permitted to be served by either party hereto upon or to the other shall be sufficiently served by delivering the same personally or by depositing a copy of the same in the United States mail, postage prepaid, certified mail, addressed to Debtor or Lender, as the case may be, at its address, as set forth above, or at such other address as either Debtor or Lender may from time to time designate by like notice to the other. Any notice so mailed shall be deemed to have been given on the date so mailed.

3.9 Amendment. Neither this Mortgage nor any term, covenant, or condition contained herein may be amended, modified, or terminated, except by an agreement in writing, signed by the party against whom enforcement of the amendment, modification, or termination is sought.

3.10 Construction. This Mortgage, and the Security Documents shall be construed without regard to any presumption or rule requiring construction against the party causing such instruments to be drafted. The headings and captions contained in this Mortgage are solely for convenience of reference and shall not affect its interpretation. All terms and words used in this

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Mortgage, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

3.11 Future Advances. This Mortgage is given to secure not only the existing Obligations, but also such future advances made pursuant to the Agreement, this Mortgage, the Note, any notes representing the Obligations, any notes representing any portion of the Obligations, any loan agreement or other instrument or document evidencing or securing the Obligations or as requested by Debtor or any maker of the Note, whether such advances are obligatory or are to be made at the option of Lender, or otherwise, as are made within twenty (20) years from the date hereof, either to Debtor or to any maker of the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

3.12 Intentionally deleted.

3.13 Debtor's Copy. Debtor acknowledges receipt of a copy of the Note and this Mortgage.

3.14 Intentionally deleted.

3.15 Fee Mortgage. In the event that Debtor acquires any ownership in the Land, at the election of Lender, this Mortgage shall be deemed a separate mortgage encumbering such ownership interest. Debtor also hereby agrees to grant to Lender a mortgage on substantially the same terms and provisions contained herein against any such ownership interest if requested to do so by Lender and to notify Lender at least thirty (30) days prior to the acquisition by Debtor of any such ownership interest in the Land.

IN WITNESS WHEREOF, Debtor has caused these presents, to be duly executed, sealed, and delivered as of the day and year first above written.

RUSH EXCHANGE, LLC, a Delaware limited liability company

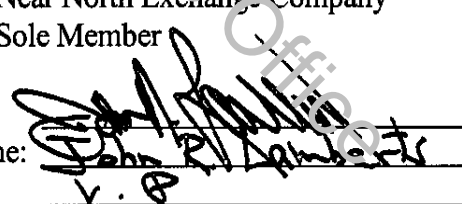
By: Near North Exchange Company

Its: Sole Member

By:

Name:

Its:



John R. Lambert

V. P.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 13th day of March, 2001, before me, a Notary Public, personally appeared John Lamberts, to me personally known, who being by me duly sworn, did say that he is the V.P. of Near North Exchange Company, the sole member of Rush Exchange, LLC, and that this instrument was signed and sealed on behalf of Near North Exchange Company and Rush Exchange, LLC, and that said John Lamberts acknowledges the execution of this instrument as the free act and deed of Near North Exchange Company and Rush Exchange, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cindy M. Conticello
Name: Cindy M. Conticello
Notary Public, State of _____
County of Cook
My Commission: _____

[NOTARIAL SEAL]



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EXHIBIT A TO MORTGAGE

Legal Description of the Premises:

Leasehold estate as created by that certain Lease Agreement between Ontario City Centre Limited Liability Company and Vitec, Incorporated dated July 11, 1994, a Memorandum of which was recorded July 13, 1994 as Document Number 94612623, and as assigned to Rush Exchange, LLC, a Delaware limited liability company, by Second Amendment to Lease and Assignment Thereof dated March 13, 2001, said Lease demises a part of the land described as follows:

The South $\frac{1}{2}$ and the South 40 feet of the Northwest $\frac{1}{4}$ of Block 35 in Kinzies's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the third principal meridian, in Cook County, Illinois.

Commonly Known As: 1630 No. Rush St.
Chicago, IL.

PFN - 17-10-112-010

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EXHIBIT B TO MORTGAGE

Permitted Encumbrances:

1. GENERAL TAXES FOR THE YEAR(S) 2000 AND SUBSEQUENT YEARS. TOTAL TAX FOR THE YEAR 1999 IN THE AMOUNT OF \$180,615.36 IS PAID. GENERAL TAXES FOR THE YEAR(S) 2000 ARE NOT YET ASCERTAINABLE OR PAYABLE.

TAX NO.: 17-10-112-010 VOL. NO.: 501
2. LEASEHOLD MORTGAGE AND SECURITY AGREEMENT DATED MAY 21, 1997 AND RECORDED MAY 22, 1997 AS DOCUMENT 97364756, MADE BY ONTARIO CITY CENTRE LIMITED LIABILITY COMPANY, TO THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, TO SECURE A NOTE IN THE ORIGINALLY STATED PRINCIPAL AMOUNT OF \$6,000,000.00, AND THE TERMS AND CONDITIONS THEREOF.
3. ASSIGNMENT OF RENTS AND LEASES DATED MAY 21, 1997 AND RECORDED MAY 22, 1997 AS DOCUMENT 97364757, MADE BY ONTARIO CITY CENTRE LIMITED LIABILITY COMPANY, TO THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK.
4. FINANCING STATEMENT EVIDENCING AN INDEBTEDNESS FROM ONTARIO CITY CENTRE LIMITED LIABILITY COMPANY, DEBTOR, TO THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, SECURED PARTY, FILED ON MAY 22, 1997 AS NUMBER 97U06102.
5. SUBORDINATION AND NON-DISTURBANCE AND ATTORNMENT AGREEMENT RECORDED MAY 22, 1997 AS DOCUMENT 97364760, MADE BY AND BETWEEN THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, "LENDER", ONTARIO CITY CENTRE LIMITED LIABILITY COMPANY "LANDLORD" AND VIRTUEM, INCORPORATED, "TENANT" AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN.
6. INFORMATION AND DISCLOSURES CONTAINED IN ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY RECORDED JULY 17, 1994 AS DOCUMENT 94612620.
7. INFORMATION AND DISCLOSURES CONTAINED IN ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY RECORDED JULY 13, 1994 AS DOCUMENT 94612621.
8. INFORMATION AND DISCLOSURES CONTAINED IN ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY RECORDED JULY 18, 1994 AS DOCUMENT 94625134.
9. INFORMATION AND DISCLOSURES CONTAINED IN ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY RECORDED MAY 22, 1997 AS DOCUMENT 97364761.

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10. LEASE RECOGNITION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT MADE BY AND BETWEEN EMANUEL LUBIN, LAWRENCE RIVKIN AND SIDNEY A. MIGDON, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 14, 1985 AND KNOWN AS THE BENSON MARCH 1985 TRUST, ONTARIO CITY CENTRE LIMITED LIABILITY COMPANY AND VITEC INCORPORATED DATED JULY 11, 1994 AND RECORDED JULY 18, 1994 AS DOCUMENT 94625132.
11. RECIPROCAL OPERATING AND EASEMENT AGREEMENT MADE BY AND AMONG ONTARIO CITY CENTRE LIMITED LIABILITY COMPANY, VITEC INCORPORATED AND THE SPORTS AUTHORITY, INC., DATED JULY 11, 1994 AND RECORDED JULY 13, 1994 AS DOCUMENT 94612622.
12. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND LIMITATIONS CONTAINED IN THE LEASE AND ALL RIGHTS OF THE LESSOR THEREUNDER ITS, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, INCLUDING RENTS AND ALL OTHER CHARGES RESERVED.

Property of Cook County Clerk's Office