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Property of Cook County, Illinois

COMMERCIAL MORTGAGE

THIS COMMERCIAL MORTGAGE (this "Mortgage") is made as of June 7, 2001, by DREWMARK L.L.C., an Illinois limited liability company (the "Borrower"), having an address at c/o the Drew Group, Inc., 1333 Kingsbury, Chicago, IL 60622 Attention: Daniel R. Drew, to Vanguard Business Solutions, Inc. ("Lender"), having an address at 3712 N. Broadway, Chicago, IL 60613

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Borrower has executed and delivered to Lender a Mortgage Note (the "Note" payable to the order of Lender, dated approximately concurrently with the date of this Mortgage, in the principal sums of Two Hundred Seventy-Five Thousand and 00/100's Dollars (\$275,000.00) bearing simple, non-compounding interest at the rate of two percent (2%) per calendar month, or twenty-four percent (24%) per annum, except as otherwise provided in the Note with all principal and accrued and unpaid interest under the Note being due on June 7, 2003. Borrower has the right to prepay the entire Note at any time prior to eight (8) months from the date of the Note, provided Borrower must pay a minimum of eight (8) months interest at such time, and has a special right to prepay the entire Note within sixty (60) days of the date of the Note, provided Borrower must pay a minimum of Thirty Thousand and 00/100's Dollars (\$30,000) in interest.

In order to secure the payment and performance of the Liabilities (defined hereinafter), the Borrower DOES HEREBY MORTGAGE AND CONVEY unto Lender, his successors and assigns forever, the following described property, rights and interests (which are referred to herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (defined hereinafter) and not secondarily:

THE LAND located in the State of Illinois and legally described in Exhibit "A" attached hereto (the "Land");

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TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Borrower and on, or used or intended to be used in connection with the Land or the improvements, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Borrower in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Borrower or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Borrower of, in and to the same;

TOGETHER WITH all interest of Borrower in all Leases now or hereafter on the Premises whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the permission hereinafter given to Borrower to collect the rentals under any such Lease until the occurrence of a Default (defined hereinafter);

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Borrower and forming a part of or used in connection with the Land or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Borrower and placed on the Land or the Improvements shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement 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 not 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 Lender as a secured party and Borrower as Debtor, all in

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accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 13 hereof; and

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises, or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Borrower hereby appoints Lender its attorney-in-fact and authorizes Lender, at his option, on behalf of Borrower, or the successors or assigns of Lender, to adjust, compromise, claim, collect and receive such proceeds, to give proper acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Lender, of the Liabilities, notwithstanding the fact that the same may not then be due or that the Liabilities are otherwise adequately secured.

TO HAVE AND TO HOLD the Premises, unto Lender, his successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Default the Borrower hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

BORROWER COVENANTS that it is lawfully seized of the Land and that it has good right, full power and lawful authority to mortgage and warrant the same, and that it will warrant and forever defend the Land and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

PROVIDED, NEVERTHELESS, that if Borrower shall pay in full when due the Liabilities and shall timely perform and observe all of the provisions herein and in the Note and the other Loan Documents (defined hereafter) provided to be performed and observed by the Borrower, then the lien of this Mortgage and the interest of Lender in the Premises shall be released at the cost of Borrower; and provided further, however, that in the event Borrower shall pay the Note in full and there are no defaults then existing under the Loan Documents, the lien of this Mortgage and the interest of Lender in the Premises shall be released at the cost of Borrower.

“Liabilities” means any and all liabilities, obligations and indebtedness of Borrower to Lender for payment of any and all amounts due under the Note and for any other liabilities, indebtedness and obligations of every kind and nature of Borrower or any endorser, guarantor, accommodation party, pledgor or surety of the Note (a “Guarantor”) to Lender, whether heretofore, now owing or hereafter arising and owing, due or payable, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising through discount, overdraft, purchase, direct loan, by operation of law or otherwise, together with reasonable attorneys’ and paralegals’ fees and court costs relating to protecting and enforcing Lender’s rights, remedies, liens, mortgages and

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security interests under the Note or the Loan Documents, including advising Lender, or drafting any documents for Lender after a Default. Without limiting the generality of the foregoing, "Liabilities" includes all of the obligations and indebtedness of Borrower or any Guarantor under (a) this Mortgage, (b) an Assignment of Leases and Rents on the Premises (the "Assignment of Rents"), (c) any instruments of guaranty or surety executed by a Guarantor (the "Guaranties"), and (d) any other documents and instruments now or in the future relating to the indebtedness evidenced by the Note or any collateral provided to secure the Note (the "Other Documents"), the Note, this Mortgage, the Assignment of Rents, the Guaranties and the Other Documents being hereinafter referred to as the "Loan Documents." Notwithstanding anything herein contained to the contrary, the Liabilities, including loan proceeds disbursed plus any additional charges, shall never exceed the sum of Five Hundred Fifty and 00/100's Dollars (\$550,000.00) being 200% of the original principal amount of the Note.

BORROWER FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. *Payment of Liabilities and Performance of Covenants.* Borrower shall (a) pay the Liabilities when due; and (b) punctually perform and observe all of the requirements of the Note, this Mortgage, and the other Loan Documents. Borrower shall have the privilege of making prepayment of the principal of the Note, in full, in accordance with the general terms herein set forth and in accordance with the specific terms and conditions set forth in the Note, but not otherwise.

2. *Maintenance, Repair, Compliance with Law; Use, etc.* Borrower shall (a) promptly repair or restore, any portion of the Improvements which may become damaged whether or not proceeds of insurance are available or sufficient for that purpose; (b) keep the Premises in good condition and free from waste; (c) pay all operating costs of the Premises; (d) complete, within a reasonable time, any Improvements at any time in the process of erection upon the Premises; (e) comply with all requirements of law relating to the Premises or any part thereof by any governmental authority; (f) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements; (g) comply with any restrictions of record with respect to the Premises and the use thereof; and observe and comply with any conditions necessary to preserve and extend any and all rights, licenses, permits (including, without limitation, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy; and (h) cause the Premises to be managed in a competent and professional manner. Without the prior written consent of Lender, Borrower shall not cause, suffer or permit any unlawful use of the Premises, other than use restrictions contained or provided for in Leases approved by Lender.

3. *Liens*

3.1. *Prohibition.* Subject to the provisions of Paragraph 4 hereof, Borrower shall not create or suffer or permit any encumbrance to attach to or be filed against the Premises or any part thereof, including, without limiting the generality of the foregoing, any construction mortgage, excepting only (i) the lien of real estate taxes and assessments not due, and (ii) any

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liens and encumbrances of Lender, and (iii) any other lien or encumbrance listed on Exhibit B hereof ("Permitted Encumbrances").

3.2. *Contest of Mechanic's Liens Claims.* Notwithstanding the foregoing prohibition against encumbrances, Borrower may in good faith and with reasonable diligence contest the validity or amount of any mechanic's lien and defer payment and discharge thereof during the pendency of such contest, provided that

3.2.1. such contest shall prevent the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such mechanic's lien;

3.2.2. within ten (10) days after Borrower has been notified of the filing of such mechanic's lien, Borrower shall have notified Lender in writing of Borrower's intention to contest such mechanic's lien; and

3.2.3. Borrower shall have either obtained a title insurance endorsement over such mechanic's liens insuring Lender against loss by reason of the mechanic's liens or Borrower shall have deposited with Lender at such place as Lender may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money (the "Deposit") which shall be sufficient in the judgment of Lender to pay in full such mechanic's liens and all interest which might become due thereon. Borrower shall increase the Deposit whenever, in the judgment of Lender, such increase is advisable. The Deposit is to be held without any allowance of interest.

Lender may, at its option, pay the Deposits, or any part thereof, to the mechanic's lien claimant if Borrower (i) fails to maintain a sufficient Deposit or (ii) fails to act in good faith or with reasonable diligence in contesting the mechanic's liens claims. If the mechanic's lien contest is resolved in favor of the claimant and Borrower is not in default hereunder, Lender shall pay the Deposit, or any part thereof, to the claimant upon Lender's receipt of evidence satisfactory to Lender of the amount to be paid. Lender shall pay any remaining Deposit to Borrower, provided Borrower is not in default hereunder.

4. *Taxes.*

4.1. *Payment.* Borrower shall pay when due, all taxes, assessments and charges of every kind levied or assessed against the Premises or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), and Borrower shall furnish to Lender, upon Lender's request, cancelled checks evidencing payment thereof within a reasonable period after the date the same are due; and shall discharge any claim or lien relating to taxes upon the Premises, other than matters expressly permitted by the terms hereof.

4.2. *Contest.* Borrower may, in good faith and with reasonable diligence, contest the validity or amount of any such Taxes, provided that

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4.2.1. such contest shall prevent the sale or forfeiture of the Premises or any part thereof or interest therein to satisfy the same;

4.2.2. Borrower has notified Lender in writing of the intention of Borrower to contest the same before any Tax has been increased by any interest, penalties, or costs; and

4.2.3. if Borrower has not paid such contested Taxes, Borrower has deposited with Lender, at such place as Lender may from time to time in writing designate, a sum of money or other security acceptable to Lender that is sufficient, in Lender's judgment, to pay in full such contested Tax, including interest and penalties, whenever Lender deems such an increase advisable. Any deposits made hereunder are to be held without any allowance of interest thereon.

If Borrower fails to (i) prosecute such contest with reasonable diligence or (ii) maintain sufficient funds on deposit as hereinabove provided, Lender may, at its option, apply the monies and liquidate any securities deposited with Lender, in payment of, or on account of, such Taxes, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such Taxes, together with all penalties and interest thereon, Borrower, shall forthwith, upon demand, either deposit with Lender a sum that, when added to such funds then on deposit, is sufficient to make such payment in full, or, if Lender has applied funds on deposit on account of such Taxes, restore such deposit to an amount satisfactory to Lender. Provided that Borrower is not then in default hereunder, Lender shall, after final disposition of such contest and upon Borrower's written request and Borrower's delivery to Lender of an official bill for such Taxes, apply the money so deposited in full payment of such Taxes or that part thereof then unpaid, together with all penalties and interest thereon.

5. *Change in Tax Laws.* If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Lender, Borrower or the Premises, any tax is imposed or becomes due in respect of the issuance of the Note or the recording of this Mortgage, Borrower shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Lender the payment of the whole or any part of the taxes required to be paid by the Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Lender in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the Liabilities or Lender, then Borrower, upon demand by Lender, shall pay such taxes, or reimburse Lender therefor on demand, unless Lender determines, in Lender's reasonable judgment, that such payment or reimbursement by Borrower is unlawful; in which event the Liabilities shall be due within one hundred twenty (120) days after written demand by Lender to Borrower. Nothing in this Paragraph 5 shall require Borrower to pay any income, franchise or excise tax imposed upon Lender, excepting only such which may be levied against the income of Lender as a complete or partial substitute for taxes required to be paid by Borrower pursuant hereto.

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6. *Insurance Coverage.* Borrower will insure the Premises against such perils and hazards, and in such amounts and with such limits, as Lender may from time to time require, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies");

6.2. Comprehensive public liability against death, bodily injury and property damage in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00), and casualty insurance in an amount deemed reasonable by Lender, Borrower hereby representing and warranting to Lender that there are no landscape features or structures on the Premises which would constitute an attractive nuisance;

6.3. Upon the completion of construction of any Improvements, rental or business interruption insurance in amounts sufficient to pay, for a period of up to one (1) year, all amounts required to be paid by Borrower pursuant to the Note and this Mortgage.

6.4. Steam boiler, machinery and pressurized vessel insurance (if and when applicable to the Premises); and

6.5. If the Federal Insurance Administration (FIA) has designated the Premises to be in a special flood hazard area and designated the community in which the Premises are located eligible for sale of subsidized insurance, first and second layer flood insurance when and as available; and

6.6. The types and amounts of coverage as are customarily maintained by owners or operators of like properties.

7. *Insurance Policies.* All Insurance Policies shall be in form, companies and amounts reasonably satisfactory to Lender. All Insurance Policies shall (i) include standard waiver of subrogation endorsements, (ii) provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Lender and (iii) provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Lender. Borrower will deliver copies of all Insurance Policies, premium prepaid, to Lender and will deliver renewal or replacement policies at least thirty (30) days prior to the date of expiration of any policy. Borrower shall also deliver to Lender certificates of insurance with respect to the Insurance Policies naming Lender as an additional insured or as a mortgagee. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Borrower concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by tenants under any Leases may, if in conformity with the requirements of this Mortgage and if approved by Lender, be presented to Lender in satisfaction of Borrower's obligation to provide the insurance coverages provided by those Insurance Policies.

8. *Proceeds of Insurance.* Borrower will give Lender prompt notice of any loss or damage to the Premises, and:

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8.1. In case of loss or damage covered by any of the Insurance Policies, Lender (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) may either (i) settle and adjust any claim under such Insurance Policies without the consent of Borrower, or (ii) allow Borrower to settle and adjust such claim without the consent of Lender; provided that in either case Lender shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by Lender in the adjustment and collection of insurance proceeds shall be so much additional Liabilities, and shall be reimbursed to Lender upon demand or may be deducted by Lender from said insurance proceeds prior to any other application thereof. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses covered by any Insurance Policy to Lender alone, and not to Lender and Borrower jointly.

8.2. Lender shall, in its sole discretion, elect to apply the proceeds of Insurance Policies consequent upon any casualty either (i) to reduce the Liabilities; or (ii) to reimburse Borrower for the cost of restoring or repairing the Premises, if applicable, subject to the conditions and in accordance with the provisions of Paragraph 9 hereof. In the event Lender applies the proceeds of Insurance Policies to the Liabilities and such proceeds do not discharge that Liabilities in full, all remaining Liabilities shall become immediately due and payable with interest thereon at the default rate specified in the Note (the "Default Rate").

8.3. Whether or not insurance proceeds are made available to Borrower, Borrower shall restore or repair the Improvements, if applicable, to be of at least equal value, and of substantially the same character as prior to such casualty, all to be effected in accordance with plans, specifications and procedures approved in advance by Lender, and Borrower shall pay all costs of such restoring or repairing.

9. *Disbursement of Insurance Proceeds.* Insurance proceeds held by Lender for restoration or repairing of the Premises shall be disbursed from time to time upon Lender being furnished with (i) evidence satisfactory to it of the estimated cost of the restoration or repair, (ii) funds sufficient in addition to the proceeds of insurance, to fully pay for the restoration or repair and to pay debt service on the Liabilities during the period of restoration or repair, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Lender may require and approve. No payment made prior to the final completion of the restoration or repair shall exceed ninety percent (90%) of the value of the work performed from time to time, as such value shall be determined by Lender in his sole judgment; funds deposited hereunder other than insurance proceeds shall be disbursed prior to disbursement of such proceeds remaining in the hands of Lender, together with funds deposited or irrevocably committed, until such time as such funds, in the reasonable judgment of Lender, shall be sufficient to pay the entire unpaid cost of restoration or repair, free of all liens or claims for lien. Any surplus remaining out of insurance proceeds held by Lender after payment of such costs of restoration or repair shall be paid to Borrower, provided Borrower is not in Default hereunder. No interest shall be paid to Borrower on such funds deposited with Lender.

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10. *Condemnation and Eminent Domain.* All awards (the "Awards") made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, are hereby assigned by Borrower to Lender. Lender may collect the Awards from the condemnation authorities, and may give appropriate acquittances therefor. Borrower shall immediately notify Lender of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting any part of the Premises and shall deliver to Lender copies of all papers served in connection with any such proceedings. Borrower shall make, execute and deliver to Lender, at any time upon request, free of any encumbrance, any further assignments and other instruments deemed necessary by Lender for the purpose of assigning the Awards to Lender. If any portion of or interest in the Premises is taken by condemnation or eminent domain, and the remaining portion of the Premises is not, in the reasonable judgment of Lender, a complete or adequate economic unit having equivalent value to the Premises as it existed prior to the taking, then, at the option of Lender, all Liabilities shall immediately become due. After deducting from the Awards for such taking all of its expenses incurred in the collection and administration of the Award, including attorney's fees, Lender shall be entitled to apply the net proceeds toward repayment of such portion of all Liabilities as it deems appropriate without affecting the lien of this Mortgage. In the event of any partial taking of the Premises or any interest in the Premises, which, in the judgment of Lender, leaves the Premises as a complete or sufficient economic unit having equivalent value to the Premises as it existed prior to the taking, and provided Borrower is not in Default hereunder, the Awards shall be applied to reimburse Borrower for the cost of restoration and rebuilding the Premises in accordance with plans, specifications and procedures approved in advance by Lender, and such Awards shall be disbursed in the same manner as is provided above for the application of insurance proceeds. If all or any part of the Awards is not applied for reimbursement of such restoration costs, the Awards shall at the option of Lender be applied against the Liabilities in such order or manner as Lender shall elect, or paid to Borrower.

11. *Assignment of Rents, Leases and Profits.* No Leases for all or any part of the Premises shall be entered into by Borrower except with Lender's prior written consent. To further secure the Liabilities, Borrower hereby assigns unto Lender all of the rents, Leases and income now or hereafter due under any Leases agreed to by Borrower or the agents of Borrower or which may be made or agreed to by Lender under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and income thereunder, to Lender. After a Default, Borrower hereby irrevocably appoints Lender its attorney-in-fact (this power of attorney and any other powers of attorney granted herein are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Lender) with or without taking possession of the Premises as provided in Paragraph 18 hereof, to lease any portion of the Premises to any party upon such terms as Lender shall determine, and to collect all rents due under each of the Leases, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession pursuant to the provisions of Paragraph 18 hereof. Borrower represents that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents for any portion of the Premises has been or will be waived, reduced or otherwise discharged or compromised by Borrower. Borrower waives any rights of set-off against any person in

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possession of any portion of the Premises. Borrower agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Premises by Lender pursuant to Paragraph 18 hereof. Borrower expressly waives all liability of Lender in the exercise of the powers herein granted Lender, if such powers are reasonably exercised. Borrower shall assign to Lender all future Leases upon any part of the Premises and shall execute and deliver, at the request of Lender, all such further assurances and assignments in the Premises as Lender shall from time to time require. Although the assignment contained in this paragraph is a present assignment, Lender shall not exercise any of the rights or powers conferred upon it by this paragraph until a Default shall exist under this Mortgage. Within thirty (30) days of Lender's written demand, Borrower will furnish Lender with executed copies of all future Leases and, within the time stated within such future Leases, with estoppel letters from each new tenant in a form satisfactory to Lender. If Lender requires that Borrower execute and record a separate collateral assignment of rents or separate assignments of any of the Leases to Lender, the terms of those assignments shall control in the event of a conflict with the terms of this Mortgage.

12. *Notification of Default; No Modification or Termination of Leases.* Borrower agrees that if any lessee under any of the Leases shall fail to pay its rent on a timely basis or fail to fulfill any material provision in said Leases or if Borrower shall suffer any default under the provisions of any assignment of any Lease given as additional security for the payment of the Liabilities, Borrower shall give Lender prompt written notice thereof, in any event no later than thirty (30) days after such failure to pay or perform or after such default, and shall thereafter enforce the applicable Lease in a reasonable, prudent manner. Borrower shall not terminate or modify any of the Leases without Lender's prior written consent.

13. *Security Agreement.* Borrower and Lender agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter referred to as the "Code") with respect to (i) all sums at any time on deposit for the benefit of Lender or held by Lender (whether deposited by or on behalf of the Borrower or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents and (ii) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), (which property is hereinafter referred to as "Personal Property") and all replacements of, substitutions for, additions to, and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to Lender, and the Collateral and all of Borrower's right, title and interest therein are hereby assigned to the Lender, all to secure payment of the Liabilities. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

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13.1. Borrower (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, other liens and encumbrances benefiting Lender and no other party, and Permitted Encumbrances.

13.2 The Collateral is to be used by Borrower solely for business purposes.

13.3. The Collateral will be kept at the Land, and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Lender (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Land but will not be affixed to any other real estate.

13.4. The only persons having any interest in the Premises are Borrower, Lender and holders of interests, if any, expressly permitted hereby, and tenants under Leases.

13.5. No Financing Statement (other than Financing Statements showing Lender as the sole secured party, Permitted Encumbrances) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Borrower will at its own cost and expense, upon demand, furnish to Lender such further information and will execute and deliver to Lender such financing statements and other documents in form satisfactory to and will do all such acts as Lender may at any time or from time to time 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 other liens or encumbrances, other than liens or encumbrances benefiting Lender and no other party and liens and encumbrances (if any) expressly permitted hereby; and Borrower will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Lender is required by law and reasonably requested by Lender.

13.6. Upon Default hereunder, Lender 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 Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any place which 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); and Lender 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 Borrower's right of redemption in satisfaction of Borrower's obligations, as provided in the Code. Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations, as provided in the Code. Lender may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Lender may require Borrower to assemble the Collateral and make it available to Lender for its possession at a place to be designated by Lender which is reasonably convenient to both parties. Lender will give Borrower at least ten (10) days' notice of the time and place of any public sale

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of the Collateral 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 United States mail or equivalent, postage prepaid, to the address of Borrower hereinafter set forth at least ten (10) days before the time of the sale or disposition. Lender may buy at any public sale. Lender may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Lender so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorney's fees and legal expenses incurred by Lender, shall be applied against the Liabilities in such order or manner as Lender shall select. Lender will account to Borrower for any surplus realized on such disposition.

13.7. The terms and provisions contained in this Paragraph 13 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

13.8. 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 herein, which goods are or may become fixtures relating to the Premises. The addresses of Borrower (Debtor) and Lender (Secured Party) are hereinabove set forth. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Premises are located. Borrower is the record owner of the Premises.

13.9. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Borrower or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Borrower, as lessor thereunder.

14. *Restrictions on Transfer.*

A. Borrower shall not, without the prior written consent of Lender, effect, suffer or permit any "Prohibited Transfer" (defined hereinafter). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

14.1. The Premises 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 Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

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14.2 All or any part of the limited liability company membership interest of Borrower, except to an existing member of such limited liability company;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including through a nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 14 shall not apply (i) to liens securing the Liabilities, (ii) to the lien of current taxes and assessments not in default, or (iii) to any transfers of the Premises, or part thereof, or interest therein, as the case may be, 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 or personal representatives.

B. In determining whether or not to make the loan secured hereby, Lender evaluated the background and experience of Borrower and Guarantors in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Lender's security for the Note. Borrower is well experienced in borrowing money and owning and operating property such as the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Borrower recognizes that Lender is entitled to keep his loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the Borrower. Borrower further recognize that any secondary junior financing placed upon the Premises, (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrances which would force Lender to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Lender come into possession thereof with the intention of selling same; and (d) would impair Lender's right to accept a deed in lieu of foreclosure, as a foreclosure by Lender would be necessary to clear the title to the Premises. In accordance with the foregoing and for the purposes of (i) protecting Lender's security, both of repayment and of value of the Premises; (ii) giving Lender the full benefit of its bargain and contract with Borrower; (iii) allowing Lender to raise the interest rate and collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Borrower agrees that if this Paragraph 14 is deemed a restraint on alienation, that it is a reasonable one.

15. *Defaults.* If one or more of the following events (herein called "Defaults") shall occur:

15.1. Borrower fails to make any timely payment of any amount due under the Note, and such failure is not cured within ten (10) business days after notice thereof is given by Lender to Borrower;

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15.2 INTENTIONALLY OMITTED

15.3. Borrower or any Guarantor fails or neglects to comply with or to perform in accordance with any representation, warranty, covenant, condition or other provisions contained hereunder or in any of the other Loan Documents, and such failure or neglect is not cured within twenty (20) business days after notice thereof is given by Lender to Borrower;

15.4. Borrower or any Guarantor fails to make any timely payment of any other Liabilities when due, and such failure is not cured within ten (10) business days after notice thereof is given by Lender to Borrower;

15.5. The occurrence of an event of default under any of the Loan Documents other than the Note;

15.6. Any statement, warranty, representation, application or agreement furnished at any time to Lender by Borrower or any Guarantor is materially false or incorrect in any respect, and such falsehood or incorrectness is not cured or otherwise remedied to Lender's satisfaction within twenty (20) days after notice thereof is given by Lender to Borrower;

15.7. The insolvency of Borrower or any Guarantor or the inability of Borrower or any Guarantor to pay any of their respective debts as they mature, and such insolvency or inability is not cured or otherwise remedied to Lender's satisfaction within twenty (20) days after notice thereof is given by Lender to Borrower;

15.8. Any admissions, either verbally or in writing, by Borrower or any Guarantor, of the inability to pay their respective debts as they mature, and such admission is not cured, or otherwise remedied to Lender's satisfaction, within twenty (20) days after notice thereof is given by Lender to Borrower;

15.9 The execution of an assignment for the benefit of creditors by the Borrower or any Guarantor or the filing or commencement of any proceedings, by the Borrower or any Guarantor, for relief under the Bankruptcy Code, as may be amended from time to time, or insolvency laws or any laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition, extension of debt, or the appointment, by Borrower or any Guarantor, of a receiver or a trustee for Borrower or any Guarantor;

15.10 The filing or commencement of any proceedings, against the Borrower or any Guarantor, for relief under the Bankruptcy Code, as may be amended from time to time, or insolvency laws or any laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition, extension of debt, or the appointment of a receiver or trustee for all or any substantial part of Borrower's or any Guarantor's assets, and said proceeding or appointment is not vacated or dismissed within sixty (60) days of its occurrence;

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15.11. Any judgment, attachment, lien, execution or levy against Borrower or any, which is not paid, discharged, released, bonded, stayed on appeal or otherwise fully satisfied within thirty (30) days of its entry;

15.12. Death, dissolution, termination or incompetency of any Guarantor and failure of Borrower to provide a substitute Guarantor reasonably acceptable to Lender within thirty (30) days thereafter;

15.13. Failure of Borrower or any Guarantor to pledge or grant or cause to be pledged or granted to Lender a continuing security interest in the Collateral, or to furnish immediately additional and satisfactory Collateral within twenty (20) days after request therefor from Lender, when Lender reasonably shall deem itself insecure;

15.14. Dissolution or termination of the Borrower, whether by voluntary or involuntary action, and failure of such condition to be cured within thirty (30) days after notice thereof is given by Lender to Borrower;

then Lender may, at its option and without effecting the lien hereby created or the priority of said lien or any other right of Lender hereunder, declare, without further notice, all Liabilities immediately due with interest thereon at the Default Rate, whether or not said Default be thereafter remedied by Borrower, except where Borrower is otherwise allowed by law to remedy such default and Lender may immediately proceed to foreclose this Mortgage and to exercise any right provided by this Mortgage, the other Loan Documents or otherwise.

16. *Foreclosure.* When the Liabilities shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15/1101 (the "Act") and to exercise any other remedies of Lender provided in the Note, this Mortgage, the other Loan Documents, or which Lender may have at law, at equity or otherwise. 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 Lender for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, 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 Lender 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 Premises, and any other expenses and expenditures which may be paid or incurred by or on behalf of Lender and permitted by the Act to be included in such decree. 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 Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Lender in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and Bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in

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dealing specifically therewith, shall be so much additional Liabilities and shall be immediately due and payable by Borrower, with interest thereon at the Default Rate until paid.

17. *Right of Possession.* When the Liabilities shall become due, whether by acceleration or otherwise, or if Lender has a right to institute foreclosure proceedings, Borrower shall, forthwith upon demand of Lender surrender to Lender, and Lender shall be entitled to be placed in possession of the Premises as provided in the Act, and Lender, in his discretion and pursuant to court order, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Borrower or the then owner of the Premises relating thereto, and may exclude Borrower, such owner, and any agents and servants thereof wholly therefrom and may, on behalf of Borrower or such owner, or in its own name as Lender and under the powers herein granted;

17.1. hold, operate, manage, and control all or any part of the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as Lender may deem necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Borrower;

17.2. cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Borrower to cancel the same;

17.3. elect to disaffirm any Lease or sublease of all or any part of the Premises made subsequent to this Mortgage without Lender's prior written consent;

17.4. extend or modify any then existing Leases and make new Leases of all or any part of the Premises, which extensions, modifications, and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Note and the issuance of a deed to a purchaser at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower, all persons whose interests in the Premises are subject to the lien hereof, and the purchaser at any foreclosure sale, notwithstanding any redemption from sale, reinstatement, discharge of the Liabilities, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

17.5. make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Premises as may seem judicious to Lender, to insure and reinsure the Property and all risks incidental to Lender's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

Without limiting the generality of the foregoing, Lender shall have all power, authority and duties as provided in the Act. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Premises.

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18. *Receiver.* Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint upon petition of Lender, and at Lender's sole option, a receiver of the Premises pursuant to the Act. Such appointment may be made either before or after sale, with notice, without regard to solvency or insolvency of Borrower at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Lender hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the Act, including the power to make Leases to be binding upon all parties, including Borrower, the purchaser at a sale pursuant to a judgment of foreclosure and any person acquiring an interest in the Premises after entry of a judgment of foreclosure, all as provided in the Act. In addition, such receiver shall also have the power to extend or modify any then existing Leases, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Note and beyond the date the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other provisions to be contained therein, shall be binding on Borrower and all the persons whose interest in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, reinstatement, discharge of the Liabilities, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser. In addition, such receiver shall have the power to collect the rents, issues and profits of the Premises 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 by a redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises 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.

19. *Foreclosure Sale.* Except to the extent otherwise required by the Act, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, all items which under the terms hereof constitute Liabilities additional to the principal and interest evidenced by the Note in such order as Lender shall elect with interest thereon as herein provided; and second, all principal and interest remaining unpaid on the Note in such order as Lender shall elect; and lastly any surplus to Borrower and its successors and assigns, as their rights may appear.

20. *Insurance during Foreclosure.* All rights and powers of Borrower under Paragraphs 8 and 9 hereof shall, from and after the entry of judgment of foreclosure, continue in the Lender as decree creditor until confirmation of sale. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied

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in rebuilding or restoring the 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. The foreclosure decree may provide that the mortgagee's clause attached to each of the casualty Insurance Policies may be cancelled 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 said decree creditors. In the event of foreclosure sale, Lender may, without the consent of Borrower, assign any Insurance Policies to the purchaser at the sale, or take such other steps as Lender may deem advisable to protect the interest of such purchaser.

21. *Waiver of Right of Redemption and Other Rights.* To the full extent permitted by law, Borrower agrees that it will not at any time in any manner whatsoever take any advantage of any stay, exemption, or extension law or an so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction, or claim or exercise any rights under any statute now or hereafter in force to redeem the property or any part thereof, or relating to the marshalling thereof, on foreclosure sale or other enforcement hereon. To the full extent permitted by law, Borrower hereby expressly waives any and all right it may have to require that the Premises be sole as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Borrower hereby expressly waives any and all rights to redemption under the Act, on its own behalf, on behalf of all persona claiming or having an interest (direct or indirect) by, through or under Borrower and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Borrower and such other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Borrower agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impeded the exercise of any right, power or remedy herein or otherwise granted or delegated to Lender, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Borrower hereby agrees that no action for the enforcement of the lien or any provision hereon shall be subject o any defense which would not be good and valid in an action at law upon the notes. Borrower acknowledges that the Premises do not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.

22. *Lender's Performance of Borrower's Obligations.* In case of Default, either before or after acceleration of the Liabilities or the foreclosure of the lien hereof, Lender may, but shall not be required to, make any payment or perform any act herein required of Borrower (whether or not Borrower is personally liable therefor) in any manner deemed expedient to Lender. Lender may, but shall not be required to, complete construction, furnishing and equipping of the Improvements and rent, operate and manage the Premises and the Improvements and pay operating costs, including management fees, of every kind in connection therewith, so that the Premises shall be usable for their intended purposes. All such monies paid

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and expenses incurred, including attorneys' fees, shall be so much additional Liabilities, whether or not the Liabilities, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due with interest thereon at the Default Rate. Inaction of Lender shall never be considered as a waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Lender of its rights hereunder prevent any default from constituting a Default. Lender, in making any payment hereby authorized (a) relating to Taxes, 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; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs thereof, may do so in such amounts and to such persons as Lender may deem appropriate. Nothing contained herein shall be construed to require Lender to advance monies for any purpose.

23. *Rights Cumulative.* Each right herein or in any of the other Loan Documents conferred upon Lender is cumulative and in addition to every other right provided by law or in equity, and Lender may exercise each such right in any manner deemed expedient to Lender. Lender's exercise or failure to exercise any right shall not be deemed a waiver of that right or any other right or a waiver of default. Except as otherwise specifically required herein, Lender is not required to give notice of its exercise of any right given to it by this Mortgage.

24. *Successors and Assigns.*

24.1. *Holder of the Note.* This Mortgage and each provision hereof shall be binding upon Borrower and its successors and assigns (including without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Lender and his successors and assigns. Wherever herein Lender is referred to, such reference shall be deemed to include the holder from time to time of the Note; and each such holder of the Note shall have all of the rights afforded hereby, and may enforce the provisions hereof, as fully as if Lender had designated such holder of the Note herein by name.

24.2. *Covenants Run with Land; Successor Owners.* All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. If the ownership of Premises or any portion thereof becomes vested in a person other than Borrower, Lender may, without notice to Borrower, deal with such person with reference to this Mortgage and the Liabilities in the same manner as with Borrower without in any way releasing Borrower from its obligations hereunder. Borrower will give immediate written notice to Lender of any conveyance, transfer or change of ownership of the Premises, but nothing in this paragraph shall vary the effectiveness of the provisions of Paragraph 14 hereof.

25. *Effect of Extensions and Amendments.* If the payment of the Liabilities, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises,

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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 Lender, notwithstanding any such expansion, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Lender to amend, modify, extend or release the Note, this Mortgage or any other Loan Document, in each case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

26. *Environmental Matters.* Borrower represents that it is currently in compliance with all federal, state and local laws, rules, regulations and ordinances regulating, the Premises, including, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances or other materials (including, without limitation, raw materials, products, supplies or wastes) ("Environmental Laws"). Borrower covenants and agrees that it will manage and operate the Premises and will take all reasonable efforts to cause each tenant to occupy its demised portion of the Premises in compliance with the Environmental Laws. Borrower further covenants and agrees that it shall not install or permit to be installed in the Premises asbestos or any substance containing asbestos and deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. Borrower shall remove from the Premises and dispose of any such hazardous or toxic substances in accordance with applicable laws, rules, regulations and ordinances and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulation or ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between Borrower, Lender, and/or any third party with respect to hazardous or toxic materials. Borrower shall send to Lender within five (5) days of receipt thereof, any citation, notice of violation or other notice of potential liability from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. Borrower agrees to indemnify and defend Lender with an attorney acceptable to Lender, any losses, costs, fees and damages of all types, including consequential and punitive damages arising out of or in any manner related to any claimed violation by Borrower of any of the foregoing laws, regulations or ordinances or breach of any of the foregoing covenants or agreements. The foregoing indemnity shall survive repayment of the Liabilities.

27. *Future Advances.* At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures as part of the Liabilities (a) all future advances or funds disbursed by Lender, of any type or nature whatsoever, to Borrower or any Guarantor and (b) the payment of all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Lender in connection with the Liabilities, all in accordance with the Note, this Mortgage, and the other Loan Documents. Notwithstanding the foregoing, this Mortgage shall not, as previously stated, secure Liabilities in excess of the amount of Five Hundred and Fifty Thousand and 00/100's Dollars (\$550,000.00), being 200% of the original principal amount of the Note.

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28. *Execution of Separate Security Agreements, Financing Statements, etc.; Estoppel Letter.* Borrower will do, execute, acknowledge and deliver all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Lender shall reasonably require for the better assuring, conveying, mortgaging, assigning and confirming unto Lender all property mortgaged hereby or property intended so to be, whether now owned by Borrower or hereafter acquired. Without limitation of the foregoing, Borrower will assign to Lender, upon request, as further security for the Liabilities, its interests in all agreements, contracts, licenses and permits affecting the Premises, such assignments to be made by instruments satisfactory to Lender, but no such assignment shall be construed as a consent by the Lender to any agreement, contract, license or permit or to impose upon Lender any obligations with respect thereto. From time to time, Borrower will furnish within ten (10) days after Lender's request a written and duly acknowledged statement of the Liabilities and whether any alleged offsets or defenses exist against the Liabilities.

29. *Subrogation.* If any part of the Liabilities is used directly or indirectly to satisfy, in whole or in part, any prior encumbrance upon the Premises or any part thereof, then Lender shall be subrogated to the rights of the holder thereof in and to such other encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

30. *Governing Law.* The place of negotiation, execution, and delivery of this Mortgage and the location of the Property being the State of Illinois, this Mortgage shall be construed and enforced according to the laws of that State, without reference to the conflicts of law principles of that State. If any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Borrower which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

31. *Inspection of Premises and Records.* Borrower shall keep full and correct books and records showing in detail the income and expenses of the Premises. Lender and his agents shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times.

32. *No Joint Ventures.* Borrower acknowledges that the relationship between the parties is that of mortgagor and mortgagee and that in no event shall Lender be deemed to be a partner or joint venturer with Borrower, except as specifically indicated, in writing, in the operating agreement of Borrower, Lender shall not be deemed to be such a partner or joint venturer by reasons of its becoming a mortgage in possession or exercising any rights pursuant to this Mortgage or any other of the Loan Documents.

33. *Time of the Essence.* Time is of the essence of the Note, this Mortgage and the other Loan Documents.

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34. *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 the 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.

35. *Separability.* If all or any portion of any provision of this Mortgage or the other Loan Documents shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

36. *Notices.* Any notice or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given (i) when personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth above, or (iii) on the third business day after being deposited in United States registered or certified mail, return receipt requested, postage prepaid, addressed to a party at its address set forth above, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith. Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Lender by this Mortgage is not required to be given.

37. *Anti-forfeiture.* Borrower hereby expressly represents and warrants to Lender that there has not been committed by Borrower or any other person involved with the Premises any act or omission affording the federal government or any state or local government the right of forfeiture as against the Premises or any part thereof or any monies paid in performance of its obligations under the Note, Mortgage or under any of the other Loan Documents, and Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. In furtherance thereof, Borrower agrees to indemnify Lender, defend Lender with an attorney acceptable to Lender (at Borrower's sole cost) and hold Lender harmless from and against any claim or other cost (including, without limitation, attorneys' fees and costs incurred by Lender), damage, liability or injury by reason of the breach of the covenants and agreements or the warranties and representations set forth in the preceding sentence. Without limiting the generality of the foregoing, the filing of formal charges or the commencement of proceedings against Borrower, Lender or all or any part of the Premises under any federal or state law in which forfeiture of the Premises or any part thereof or of any monies paid in performance of Borrower's obligations under the Loan Documents is a potential result shall, at the election of Lender, constitute a Default hereunder without notice or opportunity to cure.

38. *Jury Trial Waiver.* The Borrower waives, to the extent permitted by law, trial by jury in any actions brought by either the Borrower or Lender in connection with the Liabilities.

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39. *No Merger.* It is the desire and intention of the parties hereto that this Mortgage and the lien hereof shall not merge in fee simple title to the Premises, unless a contrary intent is ever manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded. Therefore, it is hereby understood and agreed that should Lender acquire any additional or other interests in or to the Premises or the ownership thereof, then this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

40. *Counterpart; Pronouns.* This Mortgage may be executed with counterpart signature pages, all of which, taken together, shall constitute the signature of Borrower on this Mortgage. Pronouns used hereunder, regardless of form, shall mean the masculine, feminine or neuter gender, as context may require.

IN WITNESS WHEREOF, Borrower has executed this Commercial Mortgage as of the date first above written.

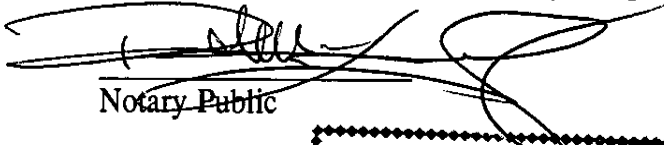
DREWMARK, L.L.C., an Illinois limited liability company

By:

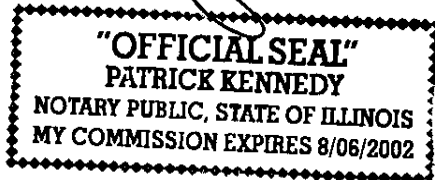

Daniel R. Drew, its Operating Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for said county and state, do hereby certify that on the 7 day of JUNE, 2001, personally appeared before me Daniel R. Drew, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed said instrument as his free and voluntary act, as Operating Manager of DREWMARK, L.L.C., an Illinois limited liability company, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.


Notary Public

(SEAL)



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EXHIBIT A TO COMMERCIAL MORTGAGE

LOT 1 IN THE MARKHAM PARK INDUSTRIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: Northeast corner of Kedzie Ave. and 167th St. , Markham, IL

PIN: 28-24-308-00+0000

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EXHIBIT B – PERMITTED ENCUMBRANCES

1. Perpetual easement reserved to the Metropolitan Sanitary District of Greater Chicago of the right, privilege and authority to construct, reconstruct, repair, maintain and operate an intercepting sewer upon, under and through the west 20 feet of the land, as contained in the Grant of Easement recorded January 24, 1962 as Document 18384436.
2. Easement in favor of Commonwealth Edison Company and the Illinois Bell Telephone Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document no. 20266877, affecting the north 5 feet of the land.

After recording return to:

Carol L. Gloor
Attorney at Law
6635 N. Glenwood, #3
Chicago, IL 60626

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