



0011197266

0011197266

9652/0119 11 001 Page 1 of 12

2001-12-17 16:03:08

Cook County Recorder

43.00

209624

MORTGAGE AND SECURITY AGREEMENT

\$100,000

9th THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage"), made the day of November, 2000, by AMBASSADORS FOR CHRIST CHURCH, a not-for-profit corporation organized under the laws of the State of Illinois with an office for the transaction of business located at 7859 S. Ashland Ave, Chicago, Illinois 60620 (the "MORTGAGOR") to CORPORATION FOR SUPPORTIVE HOUSING, a Delaware not-for-profit corporation with an office for the transaction of business located at 50 Broadway, 17<sup>th</sup> Floor, New York, New York 10004 (the "MORTGAGEE").

WHEREAS, Mortgagee has agreed to extend a loan in the amount of \$100,000 (the "Loan") to Sheba Apartments Limited Partnership ("Borrower") to help with the financing of predevelopment costs related to a 24 unit supportive housing project targeted to low income and homeless single adults and families (the "Project"); and

WHEREAS, Mortgagor is serving as the sponsor of the Project and has agreed to provide Mortgagee with security for the Loan.

WITNESSETH, that to secure the payment the Loan which is evidenced by the note signed by Borrower and dated November 9, 2000 in the principal sum of One Hundred Thousand Dollars (\$100,000), as the same may be modified, renewed or extended (the "Note"), and the letter agreement dated November 9, 2000, by and among Mortgagor, Mortgagee and Borrower, as same may be modified, renewed or extended (the "Loan Agreement"), which sum, with interest thereon is to be paid by Borrower to Mortgagee in accordance with the terms of the Note and Loan Agreement; and to further secure the performance of each covenant, term and provision by Borrower and Mortgagor to be performed pursuant to the Mortgage, Note, Loan Agreement and any other document executed by Borrower or Mortgagor in connection with the Loan or the Project (the Mortgage, Note, Loan Agreement, and such other documents to be collectively referred to as the "Loan Documents"), Mortgagor hereby mortgages to Mortgagee,

Box 430

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

11197266

its successors and assigns, the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired:

**ALL THAT TRACT OR PARCEL OF LAND** situated at 3239-49 West Warren Street, Chicago, Illinois, County of Cook, State of Illinois, and being the same premises described in Schedule "A" hereto annexed and made a part hereof (the "Premises").

**ALL RIGHT, TITLE AND INTEREST** of Mortgagor in and to any and all buildings, structures and improvements, including without limitation, the foundations and footings thereof, now or at any time erected, constructed or situated upon all or any part of the Premises (the "Improvements").

**TOGETHER** with all right, title and interest, if any, of Mortgagor in and to the bed of any street, road or avenue, opened or proposed, in front of, adjoining or abutting upon the Premises to the center line thereof.

**TOGETHER** with any and all awards made to any owner of the Premises by any governmental or other lawful authorities for the taking by eminent domain of the whole or any part of the Premises, or any easement therein, including any awards for any changes of grade of streets, which awards are assigned to Mortgagee. Mortgagee is authorized to collect and receive the proceeds of any such awards from such authorities, and to apply the same toward the payment of the amount owing under any Loan Documents.

**TO HAVE AND TO HOLD** the Mortgaged Property unto the Mortgagee, its successors and assigns, **PROVIDED ALWAYS** that if Borrower shall repay to Mortgagee, the Loan (as that term is defined in the Loan Agreement) together with all interest and other amounts owed under the Loan Documents, the Mortgaged Property and the estate hereby granted shall terminate.

**AND** Mortgagor covenants with Mortgagee as follows:

1. Representations. Mortgagor hereby represents and warrants to Mortgagee as follows:

(a) Mortgagor owns the Mortgaged Property in fee simple free and clear of all liens and encumbrances, except for the matters set forth in Exhibit B. The Encumbrances do not materially interfere with the use or occupancy of the Mortgaged Property for the purposes contemplated by the Project (as that term is defined in the Agreement). The Mortgage is and will remain a valid and enforceable second priority lien on the Mortgaged Property.

(b) Mortgagor has sufficient rights of way or easements for ingress and egress to and from the Mortgaged Property for the use of the Mortgaged Property and for all utilities required to serve the Mortgaged Property.

(c) The Mortgaged Property has not been materially damaged or injured or been the subject of any taking, and to the knowledge of Mortgagor, no taking is pending or contemplated.

# UNOFFICIAL COPY

11197266

(d) Mortgagor has no defenses or offsets to the Mortgage or the indebtedness secured by the Note.

(e) The representations and warranties set forth in that certain guaranty agreement dated even date herewith from Mortgagor to Mortgagee are in full force and effect, including without limitation the representation that this Mortgage has been properly authorized, executed and delivered by Mortgagor and will be enforceable against Mortgagor except as set out in the Guaranty.

2. The Indebtedness. Mortgagor shall pay the indebtedness as provided in the Note.

3. Alterations. No Improvements or Chattels shall be removed, demolished or materially altered without the prior written consent of Mortgagee. Mortgagor shall also repair the west wall of the Mortgaged property.

4. Appointment of Receiver. Mortgagee in any action to foreclose this Mortgage shall be entitled, to the extent permitted by law, without notice and as a matter of right and without regard to the adequacy of any security of the indebtedness or the solvency of Mortgagor, upon application to any court having jurisdiction, to the appointment of a receiver of the rents, income and profits of the Mortgaged Property.

If an Event of Default (herein below defined) occurs under this Mortgage and the repayment of the Loan has been accelerated, as a matter of right and without regard to the adequacy of any security for the Note, the Mortgagor, upon demand of the Mortgagee, shall surrender the possession of, all or any part of the Mortgaged Property and/or shall hold, operate and manage the same, and from time to time to make all needed repairs and improvements as Mortgagee shall deem reasonably prudent; and Mortgagee may sell the Mortgaged Property or any part thereof, or institute proceedings for the complete or partial foreclosure of the lien of this Mortgage on the Mortgaged Property, or lease the Premises or any part thereof in the name and for the account of the Mortgagor or Mortgagee and collect, receive and sequester the rents, revenues, earnings, income, products and profits therefrom, and out of the same and any other monies received hereunder pay or provide for the payment of, all proper and reasonable costs and expenses of taking, holding, leasing, selling and managing the same, including reasonable compensation to Mortgagee, its agents and counsel, and any charges of Mortgagee hereunder, and any taxes and other charges prior to the lien of this Mortgage which Mortgagee may deem it reasonably prudent to pay.

5. Statement of Amount Due. If requested by either party, the other party shall give the requesting party a written statement of the amounts due under this Mortgage and whether any offsets or defenses exist against the said indebtedness.

6. Sale in One Parcel. Should the Premises consist of more than one parcel, in the event of a foreclosure of this Mortgage or any mortgage at any time consolidated with this Mortgage, Mortgagor agrees that Mortgagee shall be entitled to a judgment directing the referee appointed in the foreclosure proceeding to sell all of the parcels constituting the Premises at one foreclosure sale, either as a group or separately and that the Mortgagor expressly waives any

right that it may have to (i) request or require that the parcels be sold separately or (ii) request, if Mortgagee has elected to sell parcels separately, that there be a determination of any deficiency amount after any such separate sale or otherwise require a calculation of whether said parcel or parcels separately sold were conveyed for their "fair market value".

7. Covenants.

(a) Mortgagor shall not without the written consent of Mortgagee: (i) sell, convey or encumber all or any part of the Mortgaged Property, (ii) lease, or agree to the lease of, all or any portion of the Mortgaged Property or the Project (as that term is defined in the Agreement) or (iii) make any new or additional mortgage or other loan secured by all or any portion of the Mortgaged Property.

(b) Mortgagor shall not abandon the Mortgaged Property. Mortgagor shall keep the Mortgaged Property in good, safe and insurable condition and shall make all reasonably necessary repairs.

(c) Mortgagor shall comply with all covenants, restrictions, easements and other matters affecting the Mortgaged Property and the requirements of any insurance company insuring the Mortgaged Property.

(d) Mortgagor shall not initiate, join in, or consent to any changes to any covenants, easements or other matters, limiting or defining the uses of all or any portion of the Mortgaged Property without the written consent of the Mortgagee.

(e) Mortgagor shall cause the Mortgaged Property to comply with all laws, rules and regulations applicable to the Mortgaged Property.

(f) Mortgagor shall keep this Mortgage as a valid second priority mortgage lien upon the Mortgaged Property, and shall not allow another lien upon any part of the Mortgaged Property without first obtaining the consent of Mortgagee.

(g) Mortgagor will pay all taxes and assessments (including sewer rates or water rates) assessed against the mortgaged property. Mortgagor shall pay any and all taxes imposed against their mortgage.

8. Books and Records. Mortgagor shall keep and maintain complete books of accounts and records of the Mortgaged Property and copies of all written contracts, leases and other agreements which affect the Mortgaged Property. Mortgagor shall, upon one business day notice, provide Mortgagee with reasonable access to such books, records, contracts, leases and other agreements.

9. Casualty and Restoration.

(a) Mortgagor shall promptly notify Mortgagee or any damage or destruction of the Improvements ("Casualty"). The notice shall describe in reasonable detail the nature and extent

of the Casualty, the work required to restore the Improvements and the Mortgagor's estimate of the cost of the restoration. Following a Casualty, the Mortgagor shall promptly take all necessary action to preserve the undamaged portion of the Improvements and to protect against personal injury or property damage.

(b) After any Casualty, Mortgagor shall promptly commence and pursue to completion the restoration of the Improvements.

(c) After any Casualty, the Mortgagor shall promptly make a claim under its applicable insurance policies and pursue to conclusion its claim for any insurance proceeds. If Mortgagee receives any insurance proceeds on account of a Casualty, Mortgagee shall deposit the proceeds in a restoration account to be established for such purpose by Mortgagee. Mortgagee shall make disbursements from the account to Mortgagor to cover the cost of restoration. If any proceeds remain in the account after the restoration is completed, the excess shall be paid to Mortgagor.

10. Condemnation. Any and all awards made to Mortgagor and all subsequent owners of the Mortgaged Property by any governmental or other lawful authorities for the taking by eminent domain of the whole or any part of the Mortgaged Property or any easement therein, including any awards for any changes of grade of streets, are hereby assigned to Mortgagee. Mortgagee is authorized to collect and receive the proceeds of any such awards from such authorities, to give proper receipts and acquittances therefor and to apply the same toward the payment of the amount owing on account of this Mortgage and said indebtedness, notwithstanding the fact that the amount owing thereon may not then be due and payable. Mortgagor agrees, upon request, to execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to Mortgagee free of all encumbrances. Mortgagor shall continue to make all payments required by the Note until any such award shall have been actually received by Mortgagee. Mortgagor authorizes Mortgagee, at Mortgagee's option, as attorney in fact for Mortgagor, to commence, appear in and prosecute in Mortgagor's or Mortgagee's name, any action or proceeding relating to any condemnation or other taking of the Mortgaged Property and to settle or compromise any claim in connection with such condemnation or other taking.

11. Access. Mortgagee shall, upon one business day prior notice to Mortgagor, have the right to enter upon the Mortgaged Property during reasonable business hours.

12. Performance of Mortgagor's Covenants by Mortgagee. Upon the occurrence and during the continuance of any Event of Default under this Mortgage, Mortgagee may, at the option of Mortgagee, after providing ten (10) days prior written notice to Mortgagor, perform any obligations not being performed by Mortgagor, and the reasonable cost to perform, with interest, shall immediately be due from Mortgagor to Mortgagee and secured by this Mortgage.

13. Remedies. The rights and remedies herein afforded to Mortgagee shall be cumulative and supplementary to and not exclusive of any other rights and remedies afforded the holder of this Mortgage, Note and Guaranty (as that term is defined in the Loan Documents). Mortgagee shall have the right from time to time, to take action to recover any amounts of past

due principal indebtedness and interest thereon, or any installment of either, or any other sums required to be paid under the covenants, terms and provisions of this Mortgage or the Note, as the same become due, whether or not the principal indebtedness secured, or any other sums secured by the Note or this Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for default or defaults by Mortgagor existing at the time such earlier action was commenced.

14. Additional Acts and Documents. Mortgagor agrees that it will do, execute, acknowledge, deliver, file and/or record, or cause to be recorded every and all such further acts, deeds, conveyances, advances, mortgages, transfers and assurances, in law as Mortgagee shall reasonably require for the better assuring, conveying, transferring, mortgaging, assigning and confirming unto Mortgagee all and singular the Mortgaged Property.

15. Successors. All of the provisions of this Mortgage shall inure to the benefit of Mortgagee and of any subsequent holder of this Mortgage and shall be binding upon Mortgagor and each subsequent owner of the Mortgaged Property.

16. Effect of Release. Mortgagee, without notice, may release any part of the security, or any person or entity liable for any indebtedness (including any guaranties) secured hereby without in any way affecting the lien upon the part of the security not expressly released. Mortgagee may agree with any party obligated on such indebtedness to extend the time for payment of any part or all of such indebtedness without releasing or impairing the lien of this Mortgage.

17. Waivers. No course of action or delay or omission of Mortgagee in exercising any right or remedy shall constitute or be deemed a condition of exercising any right or remedy and a waiver on one occasion shall not operate as a bar to or a waiver of any such right or remedy on any further occasion.

18. Mortgagee Not Obligated. Mortgagee may, after providing Mortgagor with ten (10) days prior written notice, pay any overdue tax, assessments or insurance premium with respect to the Mortgaged Property. However, Mortgagee shall have no obligations to make such payment and Mortgagee shall not be liable in any way for loss or damage resulting from the non-payment of any such insurance premiums, taxes or assessments.

19. Events of Default. The outstanding principal balance of the Loan and accrued interest, and all other sums due and payable under the Loan Documents shall become due, at the option of Mortgagee, if one or more of the following events (an "Event of Default") shall happen:

(a) The occurrence beyond any applicable notice and/or cure periods of an "Event of Default" under any of the Loan Documents, including the Guaranty; or

(b) Any misrepresentation made by Mortgagor in this Mortgage is materially adverse or incorrect; or

(c) The removal, demolition or material alteration, in whole or in material part, of any Improvement or Chattel; or

(d) Failure of Mortgagor or Borrower to comply with any statute, requirement, decree of any governmental authority relating to the use of the Mortgaged Property; or

(e) Failure of Mortgagor or Borrower, in the event of the entry of a final judgment for the payment of money in excess of \$25,000 against Mortgagor or Borrower, to discharge such judgment or to have it stayed pending appeal within sixty (60) days from its date of entry or if such judgment is affirmed on appeal, failure to discharge such judgment within sixty (60) days from the date of entry of such affirmance; or

(f) Failure of Mortgagor within five (5) days of notice and demand to allow Mortgagee to inspect the Mortgaged Property; or

(g) Default for thirty (30) days after notice and demand in the observance or performance of any other covenant or agreement under this Mortgage.

20. Interest to Accrue. All sums advanced by Mortgagee pursuant to this Mortgage and all other sums advanced or costs incurred by Mortgagee pursuant to the Loan Documents shall bear interest at the lesser of ten percent (10%) per annum or the maximum rate per annum permitted by applicable law.

21. Terms. It is understood and agreed that the words, "Mortgagor" and "Mortgagee" herein shall include the respective heirs, successors and assigns of Mortgagor and Mortgagee.

22. Entire Agreement. This Mortgage and the other Loan Documents constitute the entire understanding between Mortgagor and Mortgagee with respect to the Loan.

23. Governing Law; Severability. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois. If any provision of this Mortgage shall be illegal, invalid or unenforceable, such finding shall not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such illegal, invalid or unenforceable provision had never been herein.

24. Environmental Matters.

(a) Mortgagor represents that it has no knowledge of any deposit, storage, disposal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively, "Hazardous Substances"), as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or in any other federal, state or local law governing hazardous substances, as such laws may be amended from time to time (collectively, the "Hazardous Waste Laws"), at, upon, under or within the Mortgaged Property or any contiguous real estate, and (ii) it has not caused or permitted to occur, and shall not permit to



exist, any condition which may cause a discharge of any Hazardous Substances at, upon, under or within the Mortgaged Property or on any contiguous real estate.

(b) Mortgagor further represents that it has not been nor will be involved in operations at, upon, under or within the Mortgaged Property which operations could lead to the imposition of liability on Mortgagor or on any subsequent or former owner of the Mortgaged Property or the creation of a lien on the Mortgaged Property under the Hazardous Waste Laws.

(c) Mortgagor shall comply in all respects with the requirements of the Hazardous Waste Laws and shall notify Mortgagee promptly in the event of any discharge or discovery of any Hazardous Substance at, upon, under or within the Mortgaged Property. Mortgagor shall promptly forward to Mortgagee copies of all orders, notices, permits, applications or other communications in connection with any discharge or the presence of any Hazardous Substance or any other matters relating to the Hazardous Waste Laws as they may affect the Mortgaged Property.

(d) Mortgagor shall indemnify and hold harmless Mortgagee against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses, of any nature whatsoever suffered or incurred by Mortgagee, whether as mortgagee, as mortgagee in possession or as successor-in-interest to Mortgagor by foreclosure deed or deed in lieu of foreclosure (except as caused by or resulting from the gross negligence or willful misconduct of Mortgagee), under or on account of the Hazardous Waste Laws with respect to: (i) any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Mortgaged Property whether or not the same originates or emanates from the Mortgaged Property or any contiguous real estate; (ii) any costs of removal or remedial action incurred by the United States Government or any costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction or loss incurred pursuant to any Hazardous Waste Laws; and (iii) any other environmental matter affecting the Mortgaged Property.

(e) Mortgagor acknowledges that Mortgagee has agreed to make the Loan in reliance upon the representations, covenants and indemnities of the Mortgagor in this Section 24. All of the representations, covenants and indemnities of this Section 24 shall survive the repayment of the Note and/or the release of the lien of the Mortgage from the Mortgaged Property and shall survive the transfer of any or all right, title and interest in and to the Mortgaged Property by Mortgagor to any party.

25. Venue Waiver of Jury Trial. In connection with any suit, action or proceeding arising out of or relating to this mortgage each party hereto (i) irrevocably consents and submits to the jurisdiction of the courts of the State of Illinois and the federal courts located in such state and (ii) waives any rights it may have to trial by jury.

26. Satisfaction of Mortgage. Upon the payment in full of all of the amounts due under the Note and the other Loan Documents, Mortgagee agrees to execute and deliver any and

all instruments necessary to discharge the lien of this Mortgage and to terminate the UCC-1 Financial Statements filed in connection with this Mortgage.

27. Notices. Any notices required or permitted to be given hereunder shall be given as provided in the Loan Agreement.

28. Payment of Expenses. Mortgagor agrees to pay on demand all third party fees, costs and expenses (including reasonable attorney's fees) incurred by Mortgagor in enforcing or collecting this Mortgage or the other Loan Documents, including the Guaranty.

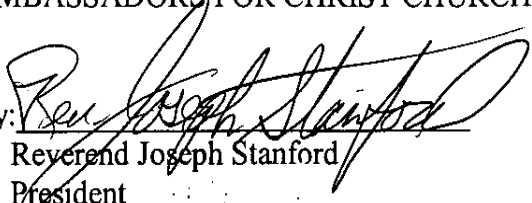
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

11197266

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor.

AMBASSADORS FOR CHRIST CHURCH

By:   
Reverend Joseph Stanford  
President

STATE OF ILLINOIS

) ss.:

COUNTY OF COOK )

On this 9<sup>th</sup> day of <sup>October</sup> ~~October~~, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Stanford, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public



# UNOFFICIAL COPY

EXHIBIT A

11197266

\*\*\*LOTS 9, 10, 11, AND 12 OF THE RESUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, IN  
FREDERICK A. OSWALD'S SUBDIVISION OF THAT PART OF BLOCK 4 LYING SOUTH OF  
THE ALLEY IN CASTLE'S SUBDIVISION OF THE EAST 15 ACRES OF THAT PART LYING  
SOUTH OF LAKE STREET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION  
11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO  
OF THAT PART OF BLOCK 4 LYING NORTH OF THE ALLEY IN CASTLE'S SUBDIVISION OF  
THE EAST 15 ACRES OF THAT PART LYING SOUTH OF LAKE STREET, OF THE EAST HALF  
OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.\*\*\*

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT B

11197266

- 1.: Taxes for 2000 and subsequent years, which are not yet due or payable.

PERMANENT REAL ESTATE INDEX NO. 16-11-415-022, vol. 554  
Affects: Lot 9

Total 1999 taxes - \$943.06 - Paid.

PERMANENT REAL ESTATE INDEX NO. 16-11-415-023, vol. 554  
Affects: Lot 10

Total 1999 taxes - \$942.03 - Paid.

PERMANENT REAL ESTATE INDEX NO. 16-11-415-024, vol. 554  
Affects: Lot 11

Total 1999 taxes - \$941.26 - Paid.

PERMANENT REAL ESTATE INDEX NO. 16-11-415-025, vol. 554  
Affects: Lot 12

Total 1999 taxes - \$940.52 - Paid.

- 2.: Proceedings in the Circuit Court of Cook County:

Case #: 94M1-407397

Plaintiff: City of Chicago

Defendants: Deborah E. Hicks et al.

Permanent Injunction entered restraining defendant from renting, leasing, using or occupying land.

- 3.: Permanent Injunction:

Case #: 93M1-401720

Plaintiff: City of Chicago

Defendants: Citizens National Bank of Chicago Trust #269 et al.

Recorded: January 2, 1996

Document #: 96000276

Relate to: Restrains defendant from renting, leasing, using or occupying land.

- 4.:

Mortgagor: Cosmopolitan Bank and Trust, successor Trustee to First Bank of Oak Park and Citizens National Bank of Chicago, as Trustee under Trust Agreement dated April 24, 1984 and known as Trust Agreement Number 13336 (formerly number 269)

Mortgagee: Ashland State Bank

Dated: May 16, 1995

Recorded: May 19, 1995

Document #: 95330691

Original Amount: \$87,500.00

- 5.:

Assignor: Cosmopolitan Bank and Trust, successor Trustee to First Bank of Oak Park and Citizens National Bank of Chicago, as Trustee under Trust Number 13336 (formerly number 269)

Assignee: Ashland State Bank

Dated: May 16, 1995

Recorded: May 19, 1995

Document #: 95330692