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Cook County Recorder 104.50

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after recordation,
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**MORTGAGE, ASSIGNMENT OF
LEASES AND RENTS AND SECURITY AGREEMENT**

Mortgagee: FINOVA CAPITAL CORPORATION

Mortgagor: REALTY AMERICA GROUP (LINCOLN MALL), LP

Date: March 13, 2003

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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (hereinafter referred to as the "**Mortgage**"), is made and effective as of the 12 day of March, 2003 by REALTY AMERICA GROUP (LINCOLN MALL), LP, a Texas limited partnership (referred to herein as "**Mortgagor**"), which maintains its principal place of business at 208 Lincoln Mall, Matteson, Illinois 60443-2329, to FINOVA CAPITAL CORPORATION, a Delaware corporation (hereinafter referred to as "**Mortgagee**") which maintains its principal place of business at 4800 North Scottsdale Road, Scottsdale, Arizona 85253.

RECITALS

A. Concurrently with the execution and delivery hereof, Mortgagor has executed and delivered to Mortgagee that certain Promissory Note in the original face amount of \$6,100,000 (the "**Note**"), representing the maximum outstanding principal amount of a loan (subject to certain adjustments to principal amount set forth in the Note) from Mortgagee to Mortgagor for the acquisition of that certain real property commonly known as Lincoln Mall, which property is the subject of this Mortgage, all as more particularly set forth in that certain Loan Agreement of even date herewith between Mortgagor and Mortgagee (the "**Loan Agreement**").

B. Mortgagor and Mortgagee desire and intend that the Note and all of Mortgagor's obligations under the Loan Agreement and any and all documents executed in connection therewith (collectively, the "**Loan Documents**") be secured by, *inter alia*, this Mortgage and all other documents and agreements given as security for the Note and the Loan Documents, which together with this Mortgage are hereinafter referred to collectively as the "**Security Documents**" and sometimes singularly as a "**Security Document**".

C. All acts and proceedings required by law necessary to make the Loan Agreement, the Note, the Security Documents and the other Loan Documents the valid, binding, and legal obligations of Mortgagor; and, subject to recording, all acts and proceedings required by law to constitute this Mortgage a valid and binding first mortgage as security for the Note and the other Loan Documents and for the performance of the undertakings expressed herein and therein have been done and taken; and the execution and delivery by Mortgagor of the Loan Agreement, the Note, the Security Documents and the other Loan Documents have been in all respects duly authorized.

GRANTING CLAUSE

A. In order to secure (i) the payment of the outstanding principal, accrued and unpaid interest, and any and all other charges under the Note, (ii) the payment of any and all other indebtedness of Mortgagor to Mortgagee, of whatever nature, whether direct, indirect, or contingent, joint and/or several, whether incurred heretofore, herewith, or hereafter, and (iii) the performance and observance by Mortgagor of each and every term, covenant, agreement, and condition contained herein, in the Loan Agreement, in the Note, in the Security Documents, in the other Loan Documents and in all other agreements between Mortgagor and Mortgagee

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whether now or at any time hereafter existing (all of which payment and performance obligations of Mortgagor shall hereinafter be referred to as the “**Obligations**”), and in consideration of the acceptance by Mortgagee of the Note and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagor, Mortgagor has granted, bargained, sold, released, remised, transferred, mortgaged, conveyed, pledged, assigned, warranted, and granted a lien and/or security interest in, and by these presents does hereby bargain, sell, release, remise, transfer, mortgage, convey, pledge, assign, warrant, and grant a security interest in unto Mortgagee, its successors and assigns, forever, all and singular the following described properties (hereinafter collectively referred to as the “**Premises**”), all of which properties are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily, to-wit:

1. The real estate which is listed, described, and set forth in Exhibit “A”, which is attached hereto and hereby incorporated herein, (which real estate, together with any and all easements, rights-of-way, licenses, privileges, water and water rights, and appurtenances thereto and any and all other real estate which may at any time hereafter be conveyed by Mortgagor to Mortgagee as security for the Note, is hereinafter referred to as the “**Land**”);

2. All right, title and interest of Mortgagor, now or at any time hereafter existing, in and to all highways, roads, streets, alleys, and other public thoroughfares, bordering on or adjacent to the Land, together with all right, title, and interest of Mortgagor to the land lying within such highways, roads, streets, alleys, and other public thoroughfares, and all heretofore or hereafter vacated highways, roads, streets, alleys, and public thoroughfares, and all strips and gores adjoining or within the Land or any part thereof;

3. All buildings, structures, improvements, plants, works, and fixtures now or at any time hereafter located on any portion of the Land and, without any further act, all extensions, additions, betterments, substitutions, and replacements thereof;

4. All right, title, and interest of Mortgagor in and to all fixtures, furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and description now or at any time hereafter installed or located on or used or usable in connection with the Land or the buildings and improvements situated thereon, whether such right, title, or interest in such items of property is now owned or hereafter acquired by Mortgagor, including, but not limited to, all accessories, all lighting, heating, cooling, ventilating, air-conditioning, humidifying, dehumidifying, plumbing, sprinkling, incinerating, refrigerating, air-cooling, lifting, fire extinguishing, cleaning, communicating, and electrical systems, and the machinery, appliances, fixtures, and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, floor coverings, carpeting, partitions, conduits, ducts, compressors, elevators, and escalators, and the machinery, appliances, fixtures, and equipment pertaining thereto, together with all products and proceeds thereof, all of which fixtures, furnishings, furniture, equipment, machinery, and other property shall be deemed to be part of the Premises. It is the intention hereof that all property of the kind and character described in this subparagraph (4), including without limitation the specific property described on Exhibit “B” attached hereto and incorporated herein by this reference, which Mortgagor now owns, and all of such property which it may hereafter acquire, together with all products and proceeds thereof, shall be subject

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to the lien and security interest of this Mortgage with like effect as if now owned by Mortgagor and as if covered and conveyed hereby by specific and apt descriptions;

5. Any and all of Mortgagor's accounts and rights to the payment of money, including without limitation, all revenues of any sort, payment for goods sold or leased or for services rendered, whether or not Mortgagor has earned such payment by performance, and rights to payment arising out of all present and future debt instruments, bank accounts (including the Reserve Account and the Impound Account identified and defined in the Loan Agreement) chattel paper and loans and obligations receivable, together with all of Mortgagor's general intangibles, including without limitation all customer lists, trademarks, tradenames, and copyrights now or hereafter used in connection with the Premises or the operation of Mortgagor's business thereon;

6. All rights, privileges, permits, licenses, contracts, authorizations, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any wise appertaining to all or any part of the Land or any property or interest now or at any time hereafter comprising a part of the property or interests subject to this Mortgage; all right, title, and interest of Mortgagor, whether now or at any time hereafter existing, in all reversions and remainders to all or any part of the Land and other property and interests subject to this Mortgage, and all rents, income, issues, profits, royalties, and revenues derived from or belonging to all or part of the Land and other property and interests subject to this Mortgage, or any part thereof or the operation of Mortgagor's business thereon; and all rights, whether now or at any time hereafter existing, of Mortgagor, under, pursuant to, or in connection with any and all existing and future leases of and other agreements affecting all or any part of the Land and other property and interests subject to this Mortgage;

7. Any and all real estate and other property whether now owned or hereafter acquired by Mortgagor, which may, from time to time after the execution of this Mortgage, by delivery or by writing of any kind, for the purposes hereof, be conveyed, mortgaged, pledged, assigned, or transferred by Mortgagor or by anyone in its behalf or with its consent to Mortgagee as and for additional security for the payment of the Note;

8. Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Land and other property and interests subject to this Mortgage into cash, liquidated claims or other property, including without limitation by reason of specification, all proceeds of insurance and all awards and payments, including interest thereon, which may be made in respect of all or any part of the Land or other property and interests subject to this Mortgage, or any estate or easement therein, as a result of any damage to or destruction of all or any part of the Land or other property and interests subject to this Mortgage, the exercise of the right of condemnation or eminent domain, the closing of, or the alteration of the grade of, any street on or adjoining the Land or other property and interests subject to this Mortgage, or any other injury to or decrease in the value of all or any part of the Land or other property and interests subject to this Mortgage, to the extent of all amounts which may be secured by this Mortgage, which said proceeds of insurance and awards are hereby assigned to Mortgagee, who is hereby authorized to collect and receive such awards and to give receipts and acquittances therefor and to apply the same or any part thereof toward the payment of indebtedness secured

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hereby; and Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said proceeds, awards and payments to Mortgagee, free, clear and discharged of any encumbrances of any kind or nature, whatsoever; and

9. All books and records and other instruments and documents of title pertaining to the Premises.

B. The grant referred to herein is made to Mortgagee, and its successors and assigns, with the right to have and to hold all of the Premises hereby conveyed and assigned, or intended or entitled so to be, forever, together with all rights to possession of the Premises after the occurrence of any Event of Default (as hereinafter defined) and the Mortgagor hereby releases and waives any rights under and by virtue of the homestead exemption laws of the States of Arizona and Illinois.

C. In connection with the grant referred to herein, Mortgagor hereby represents and warrants and covenants with Mortgagee, its successors and assigns that:

1. Mortgagor has good and indefeasible title to the Premises in fee simple, and such fee simple interest is free and clear of all liens, charges, and encumbrances, whatever, except those matters set forth in Exhibit 'C', which is attached hereto and hereby incorporated herein (the "**Permitted Encumbrances**"); and

2. The lien and security interest created by this Mortgage are and will be kept a first lien and security interest upon the Premises, subject only to the Permitted Encumbrances, and Mortgagor will forever warrant and defend the same to Mortgagee, its successors and assigns, against any and all claims and demands whatever; PROVIDED ALWAYS, and upon the express condition that, if all of the outstanding principal and accrued and unpaid interest and other charges, if any, under the Note and Loan Agreement shall be paid and discharged in accordance with the terms and conditions therein contained, and if all other agreements and Obligations of Mortgagor under the Loan Agreement, the Note, the Security Documents, the other Loan Documents and all other agreements between Mortgagor and Mortgagee whether now or at any time hereafter existing, and any other Obligations shall be discharged in accordance with the terms and conditions therein and herein expressed, then these presents to be void, otherwise this Mortgage to remain in full force and effect. Notwithstanding the foregoing, the reference to satisfaction of the Mortgagor's Obligations in the preceding sentence and in Section 3.6 hereof shall not, upon Mortgagor's satisfaction of all other such Obligations, be deemed to include any continuing obligations under the Environmental Certificate and Indemnity Agreement executed by Mortgagor in connection with the Loan Agreement so long as there is no existing default thereunder or any event which would, with the giving of notice or passage of time or both, constitute a default thereunder.

ASSIGNMENT OF LEASES, RENTS, ISSUES AND PROFITS

Without limiting the generality of the foregoing Granting Clause, as additional security for the Obligations, Mortgagor absolutely and irrevocably assigns and transfers to Mortgagee

(and grants a security interest in) all the leases, subleases, franchises, rents, issues and profits of the Premises (including without limitation all income, revenue, rates, rents, accounts, profits generated from all use and occupancy agreements and all proceeds thereof) for the purposes and upon the terms and conditions set forth below, and with the understanding and intent that (i) such assignment and security interest shall survive the filing of any bankruptcy petition by Borrower and continue in all such revenues (whether pre-petition or post-petition), and (ii) all such revenues are generated from and arise out of the land and the improvements and property thereon. This assignment shall include an assignment of all Mortgagor's claims and rights to the payment of damages arising from any rejection by a lessee of any lease under the Bankruptcy Code and shall include all of Mortgagor's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support given by any guarantor in connection with any of the leases to Mortgagor. This assignment shall not impose upon Mortgagee any duty to produce rents from the Premises, or cause Mortgagee to be (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor under any lease; or (c) responsible for any waste committed by lessees or any other parties, for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to rents, issues and profits is not contingent upon, and may be exercised without possession of, the Premises; provided, however, that Mortgagee hereby confers upon Mortgagor a license (the "License") to collect and retain the rents, issues and profits of the Premises as they become due and payable, until the occurrence of an Event of Default (as hereinafter defined). Upon an Event of Default, the License shall be automatically revoked and Mortgagee may collect and retain the rents, issues and profits without notice and without taking possession of the Premises. This right to collect rents, issues and profits shall not grant to Mortgagee the right to possession, except as provided below; and neither this right, nor termination of the License, shall impose upon Mortgagee the duty to produce rents, issues or profits, or to maintain all or any part of the Premises. Mortgagor acknowledges and agrees that the definition of "rent" as described herein includes compensation for the use of the Premises.

AGREEMENT

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

ARTICLE I

COVENANTS OF MORTGAGOR

1.1 Payment and Performance of Obligations. Mortgagor shall duly and punctually pay the principal, interest, and all other charges, if any, due under the Note and the other Loan Documents hereby secured, when and as the same shall become due and payable, in accordance with the terms thereof, and shall duly and punctually perform and observe all of the terms, covenants, and conditions to be performed or observed by Mortgagor in the Loan Agreement, the Note, the Security Documents and the other Loan Documents and shall fully and punctually perform all other Obligations.

1.2 Security. All of the Premises shall stand as security for the Obligations and the lien and security interest hereof, subject only to the Permitted Encumbrances, is and shall be a valid and continuing first lien and security interest upon all of the Premises to secure the prompt payment and performance of all of the Obligations. From time to time upon request by Mortgagee, Mortgagor shall, at its expense, execute and deliver such supplemental mortgages, security agreements, additional assignments of leases on and rents of the Premises, and any further conveyances and similar instruments as may, in the opinion of Mortgagee, be necessary or desirable in order to effectuate, continue, and preserve the lien and security interest created by this Mortgage and the Security Documents and the priority thereof upon all the Premises and to make subject to the lien hereof any property hereafter to be subjected to the lien of this Mortgage.

1.3 Negative Covenants. So long as all or any part of the principal, interest, or other charges due under the Note or the Loan Agreement, remains outstanding and unpaid, and so long as any other Obligation remains unperformed, Mortgagor hereby covenants and agrees with Mortgagee that it will not, directly or indirectly, without the prior written consent of Mortgagee:

1.3.1. Liens. Create, permit to exist, or assume any mortgage, pledge, or other lien or encumbrance upon the Premises (including without limitation any further assignment of the leases) or any part thereof or any interest therein other than (i) the mortgage lien and security interest of Mortgagee created by this Mortgage and the Security Documents; and (ii) the Permitted Encumbrances;

1.3.2. Dispositions. Sell, transfer, convey, or otherwise dispose of, or agree to sell, transfer, convey or otherwise dispose of, in any manner, whether voluntarily or involuntarily, by operation of law or otherwise, the Premises or any part thereof or any legal or beneficial interest therein (Mortgagee may grant or deny its consent to such transfer of the Premises in its sole and absolute discretion, and, if consent is given: any such transfer shall be subject to this Mortgage and all of the other Security Documents (including any amendment, modification or extension thereof); any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained therein; consent to one such transfer shall not be deemed to be a waiver of the right to require consent to future or successive transfers; and such consent shall not be deemed to constitute a release of Mortgagor from the Obligations). Notwithstanding the foregoing, Mortgagor shall not be prohibited from entering into any agreement to sell the Premises so long as (i) such agreement provides for proceeds adequate to fully repay all of Mortgagor's Obligations (including any applicable prepayment premium) at the closing contemplated by such agreement, and (ii) such agreement (or notice thereof) is not recorded in the public records. As used herein, "transfer" includes the sale, agreement to sell, transfer or conveyance of the Premises or any portion thereof or any interest therein, whether voluntary, involuntary, or by operation of law or otherwise, or the lease of all or substantially all of the Premises; or

1.3.3: Leases. Lease (except the "lease" of retail space in compliance with the Loan Agreement) or otherwise permit the Premises or any part thereof to be occupied by any firm, corporation, person, or entity other than as contemplated by or permitted under the Loan Agreement.

1.4 Affirmative Covenants. So long as any part or all of the principal, interest, or other charges due under the Note or the Loan Agreement remains outstanding and unpaid, and so long as any other Obligation remains unperformed, Mortgagor hereby covenants and agrees that it shall:

1.4.1. Property Taxes. Pay and discharge, or cause to be paid and discharged, from time to time when the same shall become due, all taxes, assessments and governmental charges of every character imposed upon it or any of its properties of every kind and nature (including, but not limited to, the Premises) as well as claims for labor, materials, or supplies, which, if unpaid, might by law become a lien or charge upon any of its properties; and Mortgagor shall not suffer any part of its properties to be sold or forfeited for any tax, special assessment, governmental charge or claim, whatsoever; provided, however, that nothing herein contained shall require Mortgagor to pay any such tax, assessment, governmental charge, lien or claim so long as (i) the validity thereof shall be contested in good faith by appropriate legal proceedings operating to prevent the sale of any of the property to satisfy any such tax, assessment, governmental charge, lien or claim, and (ii) Mortgagor has posted a bond or other adequate security, satisfactory to Mortgagee, to insure the payment thereof. Promptly following payment of any taxes, assessments, and governmental impositions upon the Premises, Mortgagor shall deliver to Mortgagee a copy of the bill therefor showing payment thereof. If Mortgagor shall neglect or refuse to pay and discharge all such taxes, assessments, and governmental charges, as provided above in this subparagraph, then Mortgagee may, at its election, pay any or all such taxes, assessments, and governmental charges and be thereby subrogated to all rights with respect thereto of the State, County, City, and all political or governmental subdivisions in which the subject properties are located.

1.4.2. Other Taxes. Pay and discharge, or cause to be paid and discharged, from time to time when the same shall become due, all taxes, assessments, and governmental charges of every character, that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in such Premises created or represented by this Mortgage, whether levied against Mortgagor or otherwise; provided, however, that nothing herein contained shall require Mortgagor to pay any such tax, assessment, or charge so long as (i) the validity thereof shall be contested in good faith by appropriate legal proceedings operating to prevent the sale of any of the property to satisfy any such tax, assessment, or charge, and (ii) Mortgagor has posted a bond or other adequate security, satisfactory to Mortgagee, to insure the payment thereof. Notwithstanding the generality of the foregoing, in the event of the passage, after the date of this Mortgage, of any law deducting from the value of the real property comprising the Premises, for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes so as to affect the interest of Mortgagee, then in such event, Mortgagor shall bear and pay the full amount of such taxes. If payment by Mortgagor of any tax, assessment, or charge referred to in the foregoing sentences would, for any reason, be unlawful, usurious, or would result in the payment of interest in excess of the rate permitted by applicable law, then Mortgagor shall have no obligation to pay that portion of such tax, assessment, or charge which would result in the payment of such excess; provided, however, in any such event, at any time after the enactment of the law providing for such tax, assessment, or charge, Mortgagee may, at its option, (a) declare the entire principal balance of the indebtedness secured hereby, together with all accrued but unpaid interest thereon,

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to be, and the same shall thereupon become, immediately due and payable, or (b) pay that amount or portion of such tax, assessment, or governmental charge as renders payment of the balance thereof by Mortgagor lawful (to the extent permitted by applicable law, any such payment shall be deemed an advance to Mortgagor under the Loan Documents and shall be secured by this Mortgage) in which event the Mortgagor shall concurrently therewith pay the balance of such tax, assessment, or governmental charge.

1.4.3. Maintenance. Maintain, preserve, and keep all of its properties, including the Premises and all parts thereof, in good repair, working order, and condition and, from time to time, make all needful and proper repairs, renewals, and replacements thereto so as at all times to maintain the Premises.

1.4.4. Waste; Alterations. Abstain from and shall not suffer the commission of waste on any of its properties, including the Premises, and will keep the buildings, improvements, fixtures, equipment, machinery, and other property subject to this Mortgage in good repair and will make replacements thereto as and when the same become necessary. Mortgagor shall promptly notify Mortgagee, in writing, of the occurrence of any loss or damage to the Premises or any death or serious personal injury occurring thereon. Mortgagor shall not materially alter the buildings, improvements, fixtures, equipment, machinery, or other property now or hereafter upon the Land comprising the Premises, or remove any of the same therefrom, or permit any tenant or other person to do so, without the prior written consent of Mortgagee. Mortgagor shall not permit any portion of the Premises to be used for any unlawful purpose or for any purpose other than that for which the same is now being used or intended to be used, as represented in writing by Mortgagor to Mortgagee. Mortgagor shall comply promptly with all laws, statutes, ordinances, regulations, rules, and orders of all public authorities having jurisdiction of, and with all covenants, agreements, and restrictions relating to, the Premises or the use, occupancy, or maintenance thereof. Nonpayment of any taxes, assessments, or other governmental charges levied or assessed upon the Premises (unless said payments are being contested in accordance with the terms hereof), and nonpayment of any insurance premium upon any insurance policy covering the Premises, or any part thereof, shall constitute waste.

1.4.5. Conduct of Business. Do or cause to be done all things necessary to preserve and keep in full force and effect its existence and all franchises, licenses, rights, and privileges necessary for the conduct of its business on the Premises, and comply with all applicable statutes, laws, ordinances, rules, and regulations.

1.4.6. Insurance. Maintain and deliver evidence to Mortgagee of such insurance required by, written by insurers, and in amounts and forms satisfactory to Mortgagee. All policies for such insurance shall name Mortgagee as an additional insured with respect to general liability insurance and mortgagee with respect to property insurance under a standard mortgagee clause, and to be noncancellable and nonamendable without at least thirty (30) days prior written notice to Mortgagor and Mortgagee. In the event of any loss or damage covered by insurance required to be carried hereunder, Mortgagor shall give immediate notice thereof to Mortgagee and Mortgagee may thereupon make proof of such loss or damage, if the same is not promptly made by Mortgagor. The proceeds of any such insurance shall be paid to Mortgagee and shall be held by it and applied in the manner provided in Section 3.4 hereof. Mortgagor shall be entitled to participate in negotiations with insurers provided that Mortgagee alone is authorized and

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empowered to settle, adjust, or compromise any claims for loss, damage, or destruction in excess of \$25,000.00 under any such policy or policies of insurance. Any excess of such proceeds beyond that due Mortgagee pursuant to the terms of paragraph 3.4 shall be paid to Mortgagor. All of such policies of insurance shall be deemed to be held by Mortgagee as additional security hereunder and, in the event of sale of the Premises following a default by Mortgagor, the ownership of all policies of insurance and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring shall pass to the purchaser at such sale, and Mortgagor hereby appoints Mortgagee its attorney-in-fact, in the name of Mortgagor, to assign and transfer all such policies and proceeds to such purchaser. The delivery to Mortgagee of any policy or policies of insurance hereunder shall constitute an assignment to Mortgagee of all unearned premiums thereon as further security for the indebtedness secured hereby. In the event of any foreclosure action or other sale of the Premises following a default by Mortgagor, all right, title, and interest of Mortgagor in and to any policy or policies of insurance then in force shall, at the option of Mortgagee, pass to the purchaser or grantee thereof to the extent permissible thereunder.

1.4.7. Evidence of Insurance. Deposit with Mortgagee certified copies of all policies of insurance and certificates relating thereto (which such policies or certificates shall be marked "paid" by the issuing company or agent) carried by Mortgagor from time to time pursuant to Section 1.4.6 above, except policies of workmen's compensation and employees liability insurance, and as to such latter types of policies not deposited, furnish to Mortgagee, whenever requested by it and at least annually, a statement sworn to by Mortgagor showing all insurance of such types carried by it, giving the names of the insurers and the face amounts, types, and expiration dates of all such policies.

1.4.8. Financial Statements. Keep and maintain true, complete, and proper books of record and account in accordance with generally accepted accounting principles, consistently applied. Mortgagee and its agents shall have the right to examine such books of record and account at such reasonable times and intervals as Mortgagee may elect. Without limiting the generality of the foregoing, Mortgagor shall furnish to Mortgagee all the required financial information in accordance with the terms of the Loan Agreement.

1.4.9. Payment of Obligations. Pay all sums which the failure to pay may result in the imposition of a lien, charge, or encumbrance on all or any portion of the Premises or which may result in conferring upon a tenant thereof a right to recover such sums as prepaid rent or to deduct or set-off such sums from future rental payments; and pay all debts of Mortgagor as they become due; provided, however, that nothing herein contained shall require Mortgagor to pay any such sums so long as (i) the validity thereof shall be contested in good faith by appropriate legal proceedings, and (ii) Mortgagor has posted a bond or other adequate security, satisfactory to Mortgagee, to insure the payment thereof.

1.4.10. Operation of Premises. At all times operate the Premises in a sound and efficient manner; not acquire any fixtures, equipment, furnishings, or other property covered, or intended to be covered, by this Mortgage or any of the Security Documents subject to any lien, charge, or encumbrance (other than the Permitted Encumbrances) except as and to the extent permitted in this Mortgage or the Loan Agreement; and not create or permit to exist any lien, charge, or encumbrance upon any furniture, fixtures, machinery, equipment, or other property

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located on or used or usable in connection with the Premises or the conduct of the business of Mortgagor thereon or therefrom (other than the Permitted Encumbrances).

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

1.4.12. Compliance with Agreements. Perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Mortgagor under the Note, the Loan Documents, the Security Documents, and all other agreements now or at any time hereafter existing between Mortgagor and Mortgagee.

1.4.13. Deposits. Mortgagor shall deposit into the Impound Account (as defined in the Schedule to the Loan Agreement) monthly in addition to each payment required under the Note, a sum equivalent to one-twelfth (1/12) of the amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay, at least thirty (30) days before they become due, all taxes, assessments, and other similar charges levied against the Premises and (unless excused by Mortgagee) all insurance premiums on any policy or policies of insurance required to be carried by Mortgagor hereunder. Upon demand by Mortgagee, Mortgagor shall deposit into the Impound Account such additional sums as are sufficient to satisfy any deficiency in the amount necessary to enable Mortgagee to fully pay any of the items hereinabove mentioned before the same become due. All funds deposited into the Impound Account shall be applied to such items as described above, provided, however, that upon an Event of Default, Mortgagee may apply against the indebtedness secured hereby, in such a manner as Mortgagee may determine, any funds in the Impound Account.

1.4.14. Lessee Deposits. Hold in trust, in a manner approved by Mortgagee, all sums received by Mortgagor from any firm, corporation, person, or persons as security for the performance of the terms, covenants, or conditions contained in any lease or agreement for the use or occupancy of the Premises or any part thereof (including without limitation all advance deposits for space leases, rooms, banquet and meeting facilities and the like), and indemnify and hold Mortgagee harmless from and against any and all liability, loss, cost, damage, and expense in connection therewith. No such tenant, user or occupant will look to Mortgagee for the repayment of any such funds as are held or required to be held in trust by Mortgagor pursuant to this provision or under any lease or occupancy agreement, except to the extent said security deposits have been deposited in segregated accounts and delivered to Mortgagee hereunder.

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1.4.15. Compliance with Leases. Promptly observe and perform all covenants, conditions, and agreements contained in all leases, easements or other agreements now or hereafter affecting or relating to the Premises, or any portion thereof, on the part of Mortgagor to be observed and performed; enforce the observance and performance of all covenants, conditions, and agreements by other parties to such leases, easements and agreements; not accept any prepayment of rent or installments of rent under such leases, easements or agreements for more than one (1) month in advance; upon the request of Mortgagee from time to time, furnish to Mortgagee a copy of each such lease or agreement, forthwith upon its execution; not cancel, modify or accept the surrender of any such lease, easement or agreement or release any person liable or security therefor, except in the ordinary course of business and do or cause to be done all things necessary to preserve, intact and unencumbered, any and all easements, appurtenances, and other interests and rights in favor of or constituting any portion of the Premises. Notwithstanding anything to the contrary above, Mortgagor may, without the consent of Mortgagee, amend, modify or waive the provisions of any lease or terminate, reduce rents under, accept a surrender of space under, or shorten the term of, any lease (including any guaranty, letter of credit or other credit support with respect thereto) provided that such action (taking into account, in the case of a termination, reduction in rent, surrender of space or shortening of term, the planned alternative use of the affected space) does not have a materially adverse effect on the value of the Premises taken as a whole, and provided that such lease, as amended, modified or waived, is otherwise in compliance with the requirements of this Mortgage and any subordination agreement binding upon Mortgagee with respect to such lease. A termination of a lease with a tenant who is in default beyond applicable notice and grace periods shall not be considered an action which has a materially adverse effect on the value of the Premises taken as a whole.

1.4.16. Restoration. If any of the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty or by any taking in condemnation proceedings or the exercise of any right of eminent domain, then, so long as Mortgagee elects to make any of the insurance or condemnation proceeds available to Mortgagor for such purpose pursuant to paragraph 3.4 hereof, then Mortgagor shall promptly restore, replace, or rebuild the same to as nearly as possible the value, quality, and condition they were in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by Mortgagee; provided, however, that the scope of Mortgagor's obligations to restore the Premises shall not be limited by the amount of available insurance or condemnation proceeds.

ARTICLE II

EVENTS OF DEFAULT; REMEDIES

2.1. Events of Default. The occurrence of any of the following events shall be an "Event of Default":

2.1.1. Failure of Mortgagee to receive from Mortgagor within five (5) Business Days of the date when due and payable (i) any amount payable under the Note or (ii) any other payment due to Mortgagee under the Loan Documents, except for the payment or payments due at the maturity date of the Note for which no grace period is allowed;

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2.1.2. Any representation or warranty of Mortgagor contained in the Loan Documents or in any certificate furnished under the Loan Documents proves to be, in any material respect, false or misleading as of the date deemed made;

2.1.3. A default in the performance of the Obligations or a violation of any term, covenant or provision of the Loan Documents (other than a default or violation referred to elsewhere in this Section 2.1) which continues unremedied (i) for a period of five (5) Business Days after notice of such default or violation to Mortgagee in the case of a default under or violation of Section 1.3.1 arising from a lien to which Mortgagee has not consented or (ii) in the case of any other default or violation, for a period of thirty (30) Business Days after notice to Mortgagee of such default or violation;

2.1.4. An "Event of Default," as defined elsewhere in any of the Loan Documents;

2.1.5. Mortgagor vacates or abandons any portion of the Premises;

2.1.6. Unless Mortgagor is proceeding in accordance with the provisions of a permitted contest provision expressly set forth in this Mortgage, the holder of any lien or security interest on any part of the Premises (without implying Mortgagee's consent to the creation or existence of any such lien or security interest) institutes foreclosure, receivership or other proceedings for the enforcement of its remedies under any instrument creating such lien or security interest;

2.1.7. Any failure to maintain insurance as required pursuant to Section 1.4.6; or

2.1.8. Any act or event which permits the acceleration of the Note pursuant to the Loan Documents.

2.2. Acceleration. Upon an Event of Default, in addition to any rights or remedies Mortgagee may have under the Loan Documents, Mortgagee may, by written notice to Mortgagor, declare the then outstanding principal of the Note to be immediately due and payable, and, upon such declaration, the principal, together with all interest accrued thereon and, to the extent permitted by applicable law, any other charges which are then payable under the Note upon a prepayment of principal, shall become due and payable forthwith at the place of payment specified in the Note, anything in this Mortgage or in the Note or in any of the other Loan Documents to the contrary notwithstanding. In addition, Mortgagee may proceed to protect and enforce its rights under the Note, this Mortgage, and/or any of the other Loan Documents by foreclosure proceedings as against all or any part of the Premises, without regard to the situs of such property, or by other suit in equity, action at law, or other appropriate proceedings, including actions for the specific performance of any covenant or agreement contained in this Mortgage or in the Note or in any of the other Loan Documents or in aid of the exercise of any power granted in this Mortgage or in the Note or in any of the other Loan Documents, or may proceed in any other manner to enforce the payment of the Note and any other legal or equitable right of Mortgagee and of the legal holder of the Note.

2.3. Foreclosure. Upon the occurrence of an Event of Default, then, and in every such case, Mortgagee shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. (735 ILCS 5/15-1101) (the "Act") and to exercise any other remedies of Mortgagee provided in the Note, this Mortgage, the other Loan Documents, or which Mortgagee may have at law, at equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Obligations in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee in connection with such suit, including without limitation, all attorneys', paralegals' and law clerks' fees, receivers' fee, environmental consultants' fees, appraisers' 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 Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Premises, and any other expenses and expenditures which may be paid or incurred by or on behalf of Mortgagee 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 fees of any attorney employed by Mortgagee 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 threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Obligations and shall be immediately due and payable by Mortgagor with interest thereon at the Default Rate (as defined in the Note) until paid.

2.4. Payment of Indebtedness and Other Costs and Expenses.

2.4.1. In any case in which Mortgagee has the right to institute foreclosure proceedings, Mortgagor agrees to pay to the holder of the Note the whole amount then due and payable thereon for interest and principal and any applicable prepayment premium and/or exit fee, with interest thereon at the Default Rate specified in the Loan Agreement from the date the same became payable, whether by lapse of time, acceleration, or otherwise. Mortgagor hereby agrees that if Mortgagee commences any proceeding to foreclose this Mortgage or any other suit in equity, action at law, or other appropriate proceeding to enforce its rights under the Note, this Mortgage, or any of the other Loan Documents, then Mortgagor shall pay to Mortgagee all costs and expenses (including attorneys', paralegals' and law clerks' fees, receivers' fees, appraisers' fees, and environmental consultants' fees) paid or incurred by Mortgagee in connection therewith, which costs and expenses (including without limitation any such costs and expenses incurred before and during a foreclosure and after a judgment of foreclosure and sale pursuant thereto until such time as the sale is confirmed) may be included in any judgment in favor of Mortgagee in any such suit, action, or proceeding. All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the

Mortgage or by the Act (collectively, "Protective Advances") shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

2.4.1.1. all advances by Mortgagee in accordance with the terms of the Mortgage to: (1) preserve or maintain, repair, restore or rebuild the improvements upon the Premises; (2) preserve the lien of the Mortgage or the priority thereof; or (3) enforce the Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

2.4.1.2. payments by Mortgagee of: (1) when due installments of outstanding principal, accrued and unpaid interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrances; (2) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Premises or any part thereof; (3) other obligations authorized by the Mortgage; or (4) with court approval, any other amounts in connection with other liens, encumbrances or interest reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

2.4.1.3. advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

2.4.1.4. reasonable attorneys' fees and other costs incurred: (1) in connection with the foreclosure of the Mortgage as referred to in Sections 1540(d)(2) and 5/15-1510 of the Act; (2) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of the Mortgage; or (3) in the preparation for the commencement or defense of any such foreclosure or other action related to the Mortgage or the Premises;

2.4.1.5. Mortgagee's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;

2.4.1.6. expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Act;

2.4.1.7. expenses incurred and expenditures made by Mortgagee for any one or more of the following: (1) if the Premises or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof which are required to be paid; (2) if Mortgagor's interest in the Premises is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (3) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Mortgagee takes possession of the Premises imposed by Section (c)(1) of Section 5/15-1704 of the Act; (4) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (5) payments required or demanded by Mortgagee to be for the benefit of the Premises or required to be made by the owner of the Premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land

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owners or instruments creating covenants or restrictions for the benefit of or affecting the Premises; (6) shared or common expense assessments payable to any association or corporation in which the owner of the Premises is a member in any way affecting the Premises; (7) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; and (8) pursuant to any lease or other agreement for occupancy of the Premises for amounts required to be paid by mortgagor.

2.4.2. All Protective Advances shall be so much additional indebtedness secured by the Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate due and payable after a default under the terms of the Note.

2.4.3. The Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded pursuant to Subsection (b) (1) of Section 5/15-1502 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

2.4.3.1. determination of the amount of indebtedness secured by the Mortgage at any time;

2.4.3.2. the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

2.4.3.3. determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

2.4.3.4. application of income in the hands of any receiver or Mortgagee in possession; and

2.4.3.5. computation of any deficiency judgment pursuant to Sections 5/15-1511 of the Act.

2.5. Purchase by Mortgagee. In the case of any sale of the Premises pursuant to any judgment or decree of any court or at public auction or otherwise in connection with the enforcement of any of the terms of this Mortgage, Mortgagee, its successors or assigns, may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Note and any claims for interest accrued and unpaid thereon, together with all other sums, with interest, advanced and unpaid hereunder, in order that there may be credited as paid on the purchase price the sum then due under the Note including principal and interest thereon and all other sums, with interest, advanced and unpaid hereunder.

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2.6. Self-help by Mortgagee. If Mortgagor shall fail to comply with or fully perform any of the Obligations, regardless of whether an Event of Default shall then exist, Mortgagee may (but shall not be obligated to), without further demand upon Mortgagor and without waiving or releasing Mortgagor from any such Obligation, remedy such default for the account of Mortgagor. Mortgagor agrees to repay, upon demand by Mortgagee, all sums advanced by Mortgagee to remedy such defaults, together with interest at the Default Rate under the Note. All such sums, together with interest as aforesaid, shall become additional indebtedness secured by this Mortgage and by the other Security Documents. No such payment by Mortgagee shall be deemed to relieve Mortgagor from any default or Event of Default hereunder.

2.7. Possession by Mortgagee. Upon the happening of an Event of Default, then and in every such case Mortgagee, either itself or by its agents or attorneys, may, in the discretion of Mortgagee, enter upon and take possession of the Premises, or any part or parts thereof, and may exclude Mortgagor and its agents and servants wholly therefrom, and having and holding the same, Mortgagee may use, operate, manage, and control the Premises or any part thereof, and conduct the business thereof, either personally or by superintendents, managers, agents, employees, and attorneys and, from time to time, by purchase, repair, or construction, may maintain and restore and may insure and keep insured the buildings, structures, improvements, fixtures, and other property, real and personal, comprising the Premises. After paying the expenses of operating the Premises, Mortgagee shall apply the moneys arising therefrom to the amount then due on the Note for principal and interest (including the prepayment premium and/or exit fee, if any) with interest on overdue interest and principal at the rate specified in the Note from the date the same became payable, whether by lapse of time, acceleration, or otherwise. Without limiting the generality of the foregoing, Mortgagee shall have all power, authority and duties as provided in the Act. In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Section 5/15-1701 and 5/15-1702 of the Act, to be placed in possession of the Premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in the Mortgage, all powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1703 of the Act.

2.8. Receiver. Upon the occurrence of an Event of Default or at any time thereafter, Mortgagee shall be entitled to apply to a court of competent jurisdiction (which in the event a foreclosure action is filed shall be the court having jurisdiction over such action) for the appointment of a receiver for all or a portion of the Premises, and of all rents, incomes, revenues, profits, issues and other revenues thereof, derived from any source. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by Illinois law (all of which shall be exercised in a commercially reasonable manner), including the power to make leases to be binding upon all parties, including the mortgagor, 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

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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 Mortgagor 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 Obligations, 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 be a redemption or not, as well as during any further times when Mortgagor, 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 sale 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 Obligations 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.

2.9. Waivers by Mortgagor. To the greatest extent that such rights may then be lawfully waived, Mortgagor hereby covenants that it will not, at any time, insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, (i) any exemption, stay, extension, or moratorium law now or at any time hereafter in force; (ii) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment, or order of any court of competent jurisdiction; (iii) any law now or at any time hereafter made or enacted granting a right to redeem the property so sold or any part thereof; (iv) any statute of limitations now or at any time hereafter in force; or (v) any right to require marshalling of assets by the Mortgagee. To the fullest extent permitted by applicable law, Mortgagor hereby waives, for itself, its successors and assigns, and on behalf of each and every person now owning or hereafter acquiring any interest in or title to the Premises, or any part thereof, subsequent to the date of this Mortgage, all benefit and advantage of any such law or laws and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any power herein granted and delegated to Mortgagee, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted. Mortgagor hereby expressly waives any and all rights to redemption and reinstatement under the Act or other Illinois law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor 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 and reinstatement of Mortgagor and such other persons, are and shall be deemed to be hereby waived. Mortgagor acknowledges that the Premises do not constitute agricultural real estate as defined in Section 5/15-1201 of the Act or residential real estate as defined in Section 5/15-1219 of the Act. Mortgagor hereby waives any and all rights of redemption or reinstatement.

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2.10. Remedies Cumulative. No remedy herein conferred upon or otherwise available to Mortgagee is intended to be or shall be construed to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative, may be pursued cumulatively or successively, and shall be in addition to every other right and remedy given hereunder and under any of the Loan Documents and now or hereafter existing at law, in equity, or by statute. The obtaining of a judgment or decree on the Note, whether in the State of Illinois, the State of Arizona or elsewhere, shall not in any manner affect the lien of this Mortgage upon the Premises and any judgment or decree so obtained shall be secured hereby to the same extent the Note is now secured. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; nor shall the giving, taking, or enforcement of any other or additional security, collateral, or guaranty for the payment of the indebtedness secured under this Mortgage operate to prejudice, waive, or affect the security of this Mortgage or any rights, powers, or remedies hereunder; nor shall Mortgagee be required to first look to, enforce, or exhaust, any such other or additional security, collateral, or guaranty. The only limitation on the foregoing provisions as to the exercise of Mortgagee's remedies is that there shall be but one full and complete satisfaction of the indebtedness secured hereby.

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

2.12. Application of Proceeds. The proceeds of any sale or sales of the Premises or any part thereof pursuant to this Article II shall be applied in the following order:

2.12.1. To the payment of all costs of the sale and the foreclosure proceedings, including but not limited to, attorneys' fees, appraisers fees, experts' fees, and the cost of title searches, abstracts, title insurance policies, and surveys;

2.12.2. To the payment of all other expenses of Mortgagee, including all moneys expended by Mortgagee and all other amounts payable by Mortgagor to Mortgagee hereunder or

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under the Loan Documents or Security Documents, with interest thereon as provided herein and therein;

2.12.3. To the payment first of all accrued and unpaid interest, and then of the principal and any other charges under the Note;

2.12.4. To the payment of any other sums owed by Mortgagor to Mortgagee; and

2.12.5. To the payment of the surplus, if any, to Mortgagor or to whomsoever shall be entitled thereto.

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

2.14. Security Agreement. It is the intention of Mortgagor and Mortgagee that this Mortgage also constitute a security agreement (with Mortgagee being the secured party thereunder) with respect to those portions of the Premises which are subject to Article 9 of the Uniform Commercial Code, including but not limited to all revenues of any kind, and all other property of a nature permitting a security interest to be created therein under the UCC. Accordingly, Mortgagor hereby agrees that, in addition to all other rights and remedies enumerated herein or otherwise available to Mortgagee at law, in equity, or under any Security Document, Mortgagee shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code in effect from time to time in the State in which the Premises are located. With respect to any portion of the Premises subject to the Uniform Commercial Code, any reference to foreclosure in this Mortgage shall also be deemed to include any method of disposition of collateral authorized under Article 9 of the Uniform Commercial Code. The Mortgagee, at its sole option, may dispose of any portion of the Premises subject to the Uniform Commercial Code separately from or together with other portions of the Premises. Written notice, when required by law, mailed to any address of the Mortgagor at least ten (10) calendar days (including the day of mailing) before the date of a proposed disposition of the Premises, or any part thereof, shall be reasonable notice.

ARTICLE III

POSSESSION, SUBSTITUTION, AND RELEASE OF THE PREMISES; APPLICATION OF CERTAIN PROCEEDS; RELEASE AND DISCHARGE OF MORTGAGE

3.1. Possession. As long as Mortgagor is not in default hereunder or under the Note or any of the other Loan Documents, it shall be entitled to possess, manage, operate, use, and enjoy and to remain in the actual and undisturbed possession of the Premises and to receive, take, and use the rents, income, and profits thereof.

3.2. Release and Replacement of Equipment. Mortgagor may, without obtaining any release from Mortgagee, sell or otherwise dispose of, free from the lien of this Mortgage, any of the Premises described in paragraph 4 of the Granting Clause hereof which may have become obsolete, inadequate, worn out, or otherwise unsuitable or unnecessary for use in connection with the Premises, provided, however, that Mortgagor shall have theretofore and since the date hereof acquired and put in place replacements therefor (in such manner as shall extend to Mortgagee a first lien or security interest therein) which, while not being necessarily of the same character, will be of comparable value and efficiency.

3.3. Condemnation. If all or any part of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, by exercise of the right of eminent domain, by sale in lieu of condemnation or eminent domain, or by the alteration of the grade of any street affecting the said Premises or for any other lawful purpose, then the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee and shall be held and applied by Mortgagee in the manner provided in Section 3.4 hereof. Mortgagor shall give prompt written notice to Mortgagee with respect to the initiating of any of the foregoing proceedings or events.

3.4. Use of Proceeds. In the event of a condemnation of, or casualty to, all or substantially all of the Premises, then with respect to all awards or payments received by Mortgagee pursuant to the provisions of Section 3.3 hereof and all insurance proceeds received by Mortgagee pursuant to Section 1.4.6 hereof, Mortgagee may, in its sole discretion, and after satisfying any expenses it incurred in settling, prosecuting or defending the subject claim, elect to (a) apply the balance to the Obligations, and in the event such balance is not sufficient to repay the Obligations in full, Mortgagor shall continue to make all payments due under the Note until the Obligations have been repaid in full; or (b) subject to Section 3.5 hereof, release all or any part of such proceeds to Mortgagor for repair and restoration of the improvements. In the event of a condemnation of, or casualty to, a portion of the Premises, Mortgagee shall, subject to Section 3.5 hereof, release to Mortgagor such condemnation or casualty proceeds as are necessary to restore or repair the Premises to its original condition. In all circumstances where there are condemnation or casualty proceeds in excess of that necessary to accomplish complete repair and/or restoration, or where the nature of the partial condemnation or casualty is such that a complete repair or restoration of the Premises is impracticable, then Mortgagee may, at its option, apply any unused proceeds to the Obligations or deliver such proceeds to Mortgagor.

3.5. Repair or Restoration of Property. If casualty or condemnation proceeds are to be made available to Mortgagor under Section 3.4 above, then Mortgagor shall proceed with the repair and restoration of the improvements to a condition which is as near as possible to the condition of the improvements which existed prior to the casualty or condemnation promptly after the insurance claim or condemnation settlement is finalized. In all instances, Mortgagee may condition its release of such proceeds upon (i) the deposit with Mortgagee of such additional funds as Mortgagee determines are needed to pay all costs of the repair or restoration (including, without limitation, taxes, financing charges, insurance and rent during the repair

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period), (ii) the establishment of an arrangement for lien releases and disbursements of funds acceptable to Mortgagee in its sole discretion, and (iii) the delivery to Mortgagee of:

3.5.1. plans and specifications for the work, a contract for the work signed by a contractor acceptable to Mortgagee, a cost breakdown for the work, and a payment and performance bond for the work, all of which shall be acceptable to Mortgagee; and

3.5.2. evidence acceptable to Mortgagee: (i) that after completion of the work, the income from the Premises will be sufficient to pay all expenses and debt service for the Premises; (ii) that, upon completion of the work, the size, capacity and total value of the Premises will be at least as great as it was before the damage occurred; (iii) that there has been no material adverse change in the financial condition or credit of Mortgagor as of the date of this Mortgage; and (iv) of satisfaction of any additional conditions to reconstruction or restoration that Mortgagee may establish to protect its security.

Mortgagor acknowledges that the specific conditions described above are reasonable.

3.6. Satisfaction of Mortgage. Whenever Mortgagor shall pay or cause to be paid the entire principal, interest, and other charges, if any, due and to become due upon the Note and shall have performed and observed all of the other Obligations, then and in such event the Premises shall revert to Mortgagor and Mortgagee shall forthwith execute and deliver to Mortgagor an appropriate instrument of release, satisfaction, and discharge of this Mortgage.

ARTICLE IV

MISCELLANEOUS

4.1. Compensation; Exculpation; Indemnification.

4.1.1. Mortgagor indemnifies Mortgagee against, and holds it harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other expenses which it may suffer or incur (i) by reason of this Mortgage; or (ii) by reason of the execution of this Mortgage or in performance of any act required or permitted hereunder or by law; or (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking on Mortgagee's part to perform or discharge any of the representations, warranties, conditions, covenants or other obligations of Mortgagor contained in any other document relating to the Premises; excluding, however, any such matters as arise solely by reason of Mortgagee's default, gross negligence or willful misconduct. If the law at any time applied in construing and enforcing the foregoing indemnity prohibits a party from being indemnified against its own negligence, then the foregoing shall be deemed to exclude Mortgagee's negligence from its scope and the balance of the indemnity shall be fully enforceable in all respects.

4.1.2. Mortgagor shall pay all indebtedness arising under this Section 4.1 immediately upon demand by Mortgagee together with interest thereon from the date the indebtedness arises at the Default Rate of interest set forth in the Note. Mortgagor's duty to

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indemnify Mortgagee shall survive the release and cancellation of the Obligations and the release or any partial release or reconveyance of this Mortgage.

4.2. Due on Sale; Due on Transfer; Due on Encumbrance. Subject to the provisions of this Section 4.2, should Mortgagor or its successors in interest, without Mortgagee's prior written consent, sell, transfer, convey or encumber, or permit to be sold, transferred, conveyed or encumbered (except as specifically permitted in the Loan Agreement or this Mortgage), by agreement for sale or in any other manner, Mortgagor's interest in the Premises (or any part thereof), unless otherwise provided by applicable law, then Mortgagee may declare all sums secured immediately due and payable. This provision shall apply to each and every sale, transfer, conveyance or encumbrance, regardless of whether or not Mortgagee has consented to any such sale, transfer, conveyance or encumbrance, or waived Mortgagee's rights hereunder, whether by action or non-action, in connection with any previous sale, transfer conveyance or encumbrance, whether one or more.

4.3. Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Premises or in any manner obligated under the Obligations (the "**Interested Parties**"), Mortgagee may, but shall not be obligated, from time to time, release any person or entity from liability for the payment or performance of any Obligation, take any action or make an agreement extending the maturity or otherwise altering the terms or the amount of any Obligation, accept additional security or release all or a portion of the Premises and other security for the Obligations, or deal with any of the Interested Parties in any manner whatsoever. None of the foregoing actions shall release or reduce the personal liability of any of the Interested Parties, or release or impair the priority of the lien of this Mortgage upon the Premises.

4.4. Relationship of Parties. The relationship between Mortgagee and Mortgagor is solely that of a lender and borrower, and nothing contained herein or in the Note or any of the other Loan Documents shall in any manner be construed as constituting Mortgagee a partner or joint venturer of Mortgagor or as creating any other relationship between Mortgagee and Mortgagor other than that of lender and borrower.

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

4.6. Counterparts. This Mortgage may be executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

4.7. Subrogation. Mortgagee shall be subrogated to all liens, although released of record, which are paid out of the proceeds of the Note or other indebtedness secured by this Mortgage.

4.8. Transfer of Premises. In the event of the sale or transfer of all or any part of the Premises, or any interest therein, by operation of law or otherwise, Mortgagee is hereby authorized and empowered to deal with the transferee with reference to this Mortgage, the Premises, the debt secured hereby, and/or any of the terms or conditions contained herein, as fully and to the same extent as it might deal with Mortgagor and without in any way releasing or discharging any liabilities of Mortgagor hereunder or under the Note or the other Security Documents. No transfer of the Premises by Mortgagor, without the prior written consent of Mortgagee, and no extension of time of payment or other indulgence after such transfer, shall operate to release or discharge Mortgagor, it being agreed that the liability of Mortgagor shall continue as principal until all obligations secured hereby are paid and performed in full, notwithstanding any transfer of the Premises, extension of time, or other indulgence to the then owner, or any other act which might constitute a discharge of a surety.

4.9. Notices. All notices, requests or demands required or permitted to be given hereunder shall be in writing, and shall be deemed effective (a) upon hand delivery, if hand delivered; (b) one (1) Business Day after such are deposited for delivery via overnight mail with Federal Express or another nationally recognized overnight courier service; or (c) three (3) Business Days after such are deposited in the United States mails, certified or registered mail, all with delivery charges and/or postage prepaid, and addressed as shown below, or to such other address as either party may, from time to time, designate in writing. Written notice may be given by telecopy to the telecopier number shown below as either party may designate, from time to time, in writing, provided that such notice shall not be deemed effective unless it is confirmed within 24 hours by hand delivery, courier delivery or mailing of a copy of such notice in accordance with the requirements set forth above.

If to Mortgagee: FINOVA Capital Corporation
Vice President – Specialty Real Estate Finance
4800 North Scottsdale Road
Scottsdale, Arizona 85253
Telecopy No.: 480-636-6443

with a copy to: FINOVA Capital Corporation
Vice President—Group Counsel
4800 North Scottsdale Road
Scottsdale, Arizona 85253
Telecopy No.: 480-636-6444

If to Mortgagor: Realty America Group (Lincoln Mall), LP
c/o Realty America Group
5440 Harvest Group
Dallas, Texas 75230
Attn: Mr. Webb Sowden

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Telecopy No.: 972-380-9644

4.10. Rights Cumulative. Each and every one of the rights, remedies, and benefits provided to Mortgagee herein shall be cumulative and shall not be exclusive of any other of said rights, remedies, or benefits or of any other rights, remedies, or benefits allowed by law or in equity. Any waiver by Mortgagee of any default or an Event of Default shall not be effective unless in writing and signed by Mortgagee, and, in any event, shall not constitute a waiver of any similar or other default.

4.11. Successors and Assigns. All of the covenants and conditions hereof shall run with the land, and be binding upon the successors and assigns of Mortgagor, and shall inure to the benefit of the successors and assigns of Mortgagee (including, without limitation, any lender participating with Mortgagee in the Note). Any reference herein to "Mortgagee" shall include the successors and assigns of Mortgagee. It is expressly intended, understood, and agreed that this Mortgage and the Security Documents are made and entered into for the sole protection and benefit of Mortgagee and Mortgagor and their respective successors and assigns (but in the case of assigns of Mortgagor, only to the extent permitted hereunder), and no other person or persons shall have any right to action hereon or rights to the loan funds or proceeds of the Note at any time; that the loan funds or proceeds of the Note do not constitute a trust fund for the benefit of any third party; that no third party shall under any circumstances be entitled to any equitable lien on any undisbursed loan funds or proceeds of the Note at any time; and that Mortgagee shall have a lien upon and right to direct application of any undisbursed loan funds as additional security for the Note, this Mortgage, and the other Loan Documents.

4.12. Waivers by Mortgagor. To the fullest extent permitted by applicable law, Mortgagor, for itself, its successors and assigns, and each and every person with any interest in the Premises, or any part thereof, whether now owned or hereafter acquired, hereby waives notice of maturity, demand, presentment for payment, diligence in collection, notice of non-payment and protest, and any and all other notices and defenses, whatsoever, with respect to any and all of the indebtedness hereby secured; and hereby consents and agrees that Mortgagee may amend the terms thereof, may release all or any part of the security for the payment thereof, and may release any party liable for the payment thereof, without, in any event, affecting the terms or effect of this Mortgage or the obligations or liabilities hereunder of Mortgagor, its successors or assigns, or any person with any interest in the Premises, or any part thereof, whether now owned or hereafter acquired.

4.13. Additional Instruments. Mortgagor, from time to time, within fifteen (15) days after request by Mortgagee, shall execute, acknowledge, and deliver to Mortgagee such mortgages, chattel mortgages, security agreements, or other similar security instruments, in form and substance satisfactory to Mortgagee, covering all property of any kind, whatsoever, owned by Mortgagor or in which Mortgagor may have any interest which, in the sole opinion of Mortgagee, is essential to the operation of the property covered by this Mortgage. Neither a request so made by Mortgagee, nor the failure of Mortgagee to make such a request, shall be construed as a release of such property, or any part thereof, from the lien of this Mortgage, it being understood and agreed that this covenant and any such chattel mortgage, security agreement, or other similar security instrument, delivered to Mortgagee, are cumulative and given as additional security.

4.14. CHOICE OF LAW; JURISDICTION; VENUE; AND WAIVER OF JURY TRIAL.

(a) IT IS THE PARTIES' EXPRESS INTENT THAT THIS MORTGAGE AND THE RIGHTS, DUTIES AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA (EXCLUDING APPLICATION OF ITS CONFLICT OF LAWS PRINCIPLES), AND TO THE EXTENT THEY PREEMPT THE LAWS OF SUCH STATE, THE LAWS OF THE UNITED STATES; PROVIDED, HOWEVER, THAT ANY JUDICIAL FORECLOSURE, TRUSTEE'S SALE, RECEIVERSHIP OR (TO THE EXTENT REQUIRED BY ILLINOIS LAW) OTHER REMEDY DIRECTLY INVOLVING THE PROPERTY SHALL, IN ALL SUBSTANTIVE AND PROCEDURAL RESPECTS, BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, INCLUDING, WITHOUT LIMITATION, THE ILLINOIS UNIFORM COMMERCIAL CODE.

(b) EXCEPT AS EXPRESSLY PROVIDED ABOVE, MORTGAGOR: (A) HEREBY IRREVOCABLY SUBMITS ITSELF TO THE PROCESS, JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF ARIZONA, MARICOPA COUNTY, AND TO THE PROCESS, JURISDICTION, AND VENUE OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA, FOR THE PURPOSES OF SUIT, ACTION OR OTHER PROCEEDINGS ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE SUBJECT MATTER HEREOF, OR, IF MORTGAGEE INITIATES SUCH ACTION, ANY COURT IN WHICH MORTGAGEE SHALL INITIATE SUCH ACTION AND THE CHOICE OF SUCH VENUE SHALL IN ALL INSTANCES BE AT MORTGAGEE'S ELECTION; AND (B) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING ANY CLAIM THAT MORTGAGOR IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER. MORTGAGOR HEREBY WAIVES THE RIGHT TO COLLATERALLY ATTACK ANY JUDGMENT OR ACTION IN ANY OTHER FORUM.

(c) MORTGAGEE AND MORTGAGOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER ANY OF THE LOAN DOCUMENTS WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED BY A JUDGE SITTING WITHOUT A JURY, AND MORTGAGOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY SUCH PROCEEDING.

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(d) ALL OF THE PROVISIONS SET FORTH IN THIS SECTION 4.14 ARE A MATERIAL INDUCEMENT FOR MORTGAGEE'S MAKING THE LOAN TO MORTGAGOR.

Mortgagor's Initials: 

4.15. Expenses of Mortgagee. If Mortgagee is made or becomes a party to any suit or proceeding by reason of the interest of Mortgagee in the Premises, or if the Note, this Mortgage, or any other Loan Document or Security Document is placed in the hands of an attorney or attorneys to defend or enforce any rights of Mortgagee, then Mortgagor shall reimburse Mortgagee for all costs and expenses, including reasonable attorneys', paralegals' and law clerks' fees, incurred by Mortgagee in connection therewith. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand, with interest thereon at the rate at which interest accrues on amounts due under the Note after the same become due.

4.16. Estoppel Certificates. Mortgagor, upon request of Mortgagee, shall, from time to time, certify to Mortgagee or to any proposed assignee of this Mortgage, by an instrument in form satisfactory to Mortgagee, duly acknowledged, the amount then owing on the sums secured hereby and the date on which interest thereon has been paid and whether any offsets or defenses exist against payment thereof or performance of any obligation of Mortgagor under the Note, this Mortgage, or any of the Loan Documents or Security Documents within ten (10) Business Days if such request is made personally or by overnight courier, or within fifteen (15) Business Days if such request is made by mail. Mortgagee and any proposed assignee of this Mortgage shall have the right to rely on any such certification.

4.17. Right of Inspection. Mortgagee and its authorized agents, representatives, and employees shall have the right, at the option of Mortgagee, to enter into the Premises at all reasonable times for the purpose of inspecting the same and, at the option of Mortgagee, remedying any default or Event of Default hereunder on the part of Mortgagor, including, but not limited to, any failure on the part of Mortgagor to repair the Premises. So long as an Event of Default does not exist, Mortgagee shall provide reasonable notice to inspect the Premises.

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

4.19. Construction. The Loan Agreement, the Note, this Mortgage, and the other Loan Documents have been arrived at through negotiation, have been approved as to form by counsel for both Mortgagee and Mortgagor, and shall be construed without regard to any presumption or rule requiring construction against the party causing such instruments to be drafted. The headings and captions contained in this Mortgage are solely for convenience of reference and shall not affect its interpretation. All terms and words used in this Mortgage, whether singular or

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

4.20. Definitions. The following terms shall, for all purposes of this Mortgage, have the respective meanings hereinafter specified, unless the context otherwise requires:

4.20.1. "**Mortgagor**" shall mean the Mortgagor herein named and any subsequent owner or owners of the Premises, or any part thereof, and its or their respective permitted successors and assigns;

4.20.2. "**Mortgagee**" shall mean the Mortgagee herein named and any subsequent holder or holders of this Mortgage and its or their respective successors and assigns;

4.20.3. "**person**" shall mean an individual, corporation, partnership, trust, unincorporated organization or government, or any agency or political subdivision thereof, or any business or legal entity;

4.20.4. "**lease**" shall mean each and every lease, sublease, letting, concession agreement, easement, occupancy agreement, or any other agreement, whether written or oral, and whether now or hereafter in force or entered into, for the use or hire of all or any part of the Premises;

4.20.5. "**tenant**" shall mean any tenant, subtenant, occupant, or other person entitled to use or occupy any portion of the Premises, pursuant to any lease;

4.20.6. "**rent**" shall mean all rents, issues, revenues, income, profits, additional rents, percentage rentals, overage rentals, fees, charges, room rates and other sums or payments due or to become due from the tenant under any lease or from any occupant of the Premises under any term occupancy agreement or similar arrangement, and the words or term "rents, issues, and profits" shall be deemed to include, but shall not be limited to, all such sums and payments.

4.21. Receipt by Mortgagor. Mortgagor hereby acknowledges that a full, true, and complete copy of this Mortgage (including Exhibit "A" through Exhibit "C" hereto) was delivered to and received by it on the date of actual execution hereof by Mortgagor as set forth below.

4.22. Severance of Counterclaims. In the event that Mortgagee institutes a proceeding on all or any of, the Note, this Mortgage, the other Loan Documents, or any related document, Mortgagor hereby stipulates to the entry of an order severing, for separate trial, all counterclaims against Mortgagee, whether such counterclaims are compulsory or permissive.

4.23. Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secured as part of the Obligations the payment of all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Mortgagee in connection with the Obligations, all in accordance with the Note, this Mortgage, and

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the other Loan Documents, provided, however, that in no event shall the total amount of the Obligations including loan proceeds disbursed plus any additional charges, ³⁰³³⁶⁵⁴¹ exceed two hundred percent (200%) of the face amount of the Note.

4.24. Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Note and any and all other instruments and documents now or hereafter evidencing, securing or otherwise relating to the Obligations. To the fullest extent permitted by law, Mortgagor waives all present and future statutes of limitation with respect to the Obligations or any part thereof in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

4.25. Benefits of Act. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. If any provision of the Act which is specifically referred to herein is repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

4.26. Insurance. Wherever provision is made in the Mortgage for insurance policies to bear mortgagee clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale.

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

Mortgagor: REALTY AMERICA GROUP (LINCOLN MALL), LP,
a Texas limited partnership

By: RAG—Lincoln GenPar, LLC
a Texas limited liability company
its General Partner

By: 
Name: Rives Castleman
Title: Member

Signed in the presence of:

Witness: Laura HERN
Print Name: LAURA HERN

Witness: Renaee Reeves
Print Name: Renaee Reeves

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STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

I, TERRIE HALLMARK, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Rives Castleman, as the Member of RAG—Lincoln GenPar, LLC, a Texas limited liability company, the General Partner of REALTY AMERICA GROUP (LINCOLN MALL), LP, a Texas limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledge to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said limited partnership and as his own free and voluntary act, for the uses and purposes set forth therein.

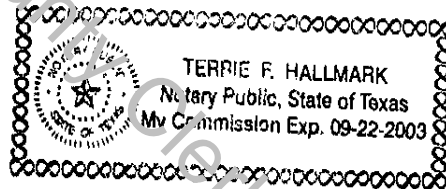
GIVEN under my hand and notarial seal this 5th day of March, 2003.

Terrie F. Hallmark
Notary Public

My Commission Expires:

9-22-2003

[NOTARY SEAL]



LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 (EXCEPT THE NORTH 70 FEET OF THAT PART OF LOT 1 IN LINCOLN MALL LYING SOUTH AND ADJACENT TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22) AND LOT 6 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1972 AS DOCUMENT 21840731 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES, AND OTHER UTILITY LINES, STORM WATER RETENTION BASIN, FIRE PROTECTION WATER STORAGE TANK AND PUMP HOUSE FACILITIES, THE CONSTRUCTION, RECONSTRUCTION, ERECTION AND MAINTENANCE OF COMMON FOUNDATIONS, FOOTINGS, SUPPORTS, CANOPIES, ROOFS, BUILDINGS AND OTHER OVERHANGS, AWNINGS, ALARM BELLS, SIGNS, LIGHTS AND LIGHTING DEVICES, UTILITY VAULTS AND OTHER SIMILAR APPURTENANCES, AND FOR THE PURPOSE OF THE DEVELOPMENT AND CONSTRUCTION OR RECONSTRUCTION OF IMPROVEMENTS, CREATED AND GRANTED AS APPURTENANCES TO THE AFOREDESCRIBED PARCEL 1, CREATED IN THE RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT RECORDED MARCH 24, 1972 AS DOCUMENT 21846183, AS AMENDED BY EASEMENT RELOCATION AGREEMENT RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069, AS ASSIGNED TO LINCOLN MALL LLC BY ASSIGNMENT AND ASSUMPTION OF RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED DECEMBER 17, 1998 AS DOCUMENT 08148392.

PARCEL 3:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, CREATED AND GRANTED AS APPURTENANCES TO THE AFOREDESCRIBED PARCEL 1, CREATED IN THE TOTAL SITE AGREEMENT RECORDED MARCH 24, 1972 AS DOCUMENT 21846182, AS AMENDED BY EASEMENT RELOCATION AGREEMENT RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM ARCO PIPE LINE COMPANY, A CORPORATION OF DELAWARE, DATED MARCH 22, 1973 AND RECORDED MAY 14, 1973 AS DOCUMENT 22323290 FOR INGRESS AND EGRESS, CONSTRUCTION OF ROADWAYS, FOR STORM SEWERS AND WATER LINES AS DESCRIBED IN SAID INSTRUMENT.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM NATURAL GAS PIPELINE COMPANY OF AMERICA, A CORPORATION OF DELAWARE, RECORDED AUGUST 17, 1973 AS DOCUMENT 22443133 FOR INGRESS AND EGRESS, CONSTRUCTION OF ROADWAYS, FOR STORM SEWERS AND WATER LINES.

PARCEL 6:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY GRANT OF EASEMENT RECORDED MAY 4, 1990 AS DOCUMENT 90207756, FOR THE INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE OUTFALL FACILITIES AND OTHER DRAINAGE FACILITIES.

PARCEL 7:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, LYING NORTH OF THE NORTHERLY LINE OF THE PENN-CENTRAL RAILROAD (FORMERLY THE MICHIGAN CENTRAL RAILROAD) RIGHT OF WAY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH A LINE 125 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, SAID LINE BEING THE WEST RIGHT OF WAY LINE OF SINCLAIR PIPELINE COMPANY; THENCE WEST ON THE NORTHERLY LINE OF SAID RAILROAD, SAID LINE HAVING A BEARING OF NORTH 89 DEGREES 43 MINUTES 45 SECONDS WEST FOR THE PURPOSE OF THE DESCRIPTION, A DISTANCE OF 812 FEET TO A POINT; THENCE NORTH 00 DEGREES 05 MINUTES 25 SECONDS WEST A DISTANCE OF 220 FEET TO A POINT; THENCE NORTH 45 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 862.77 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 45 SECONDS EAST, A DISTANCE OF 200 FEET TO A POINT; THENCE SOUTHERLY ON A LINE 125 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF SINCLAIR PIPELINE COMPANY AND SAID LINE HAVING A BEARING OF SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 832 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 7 TO LINCOLN HIGHWAY (U.S. ROUTE 30) AND CICERO AVENUE, AS SET FORTH IN AGREEMENT AND DECLARATION RECORDED NOVEMBER 8, 1968 AS DOCUMENT 20671343 AND AMENDED BY DESIGNATION OF EASEMENT RECORDED NOVEMBER 10, 1977 AS DOCUMENT 24188603, OVER RING ROAD IN LINCOLN MALL SHOPPING CENTER, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOT 2 IN THE RESUBDIVISION OF LOT 8 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1977 AS DOCUMENT 23835201 IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF LOT 9 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT 24693781, COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 (BEING THE POINT WHERE THE SOUTH LINE OF SAID LOT 1 INTERSECTS THE EAST LINE OF CICERO AVENUE) AND PROCEEDING THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ON SAID SOUTH LINE 30 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH LINE 20 FEET; THENCE WESTERLY PARALLEL TO SAID SOUTH LINE 30 FEET; THENCE SOUTHERLY 20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THAT PART OF LOT 12 IN THE RESUBDIVISION OF LOT 12 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1974 AS DOCUMENT 22684834, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 150.28 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 396.11 FEET, A DISTANCE OF 91.89 FEET; THENCE NORTHWESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 61.03 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 24.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Property Parcel Numbers

31-22-300-021-0000
31-22-300-022-0000
31-22-300-027-0000
31-22-300-037-0000
31-22-300-039-0000
31-22-300-041-0000
31-22-300-055-0000

Property Address:
208 LINCOLN MALL
MATTESON, IL

County Clerk's Office

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Exhibit "B"

PERSONAL PROPERTY

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All of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the following described property, and including all additions, substitutions, accessions, repairs, replacements and the proceeds and products of the following described property, whether installed, affixed, attached, kept or situated on, to or at the real property ("Property") described in Exhibit "A", or used, acquired or produced in connection with the operation of the business thereon, wherever located as follows (collectively, the "Collateral"):

All buildings, structures, improvements, plants, works, and fixtures now or at any time hereafter located on any portion of the Property and, without any further act, all extensions, additions, betterments, substitutions, and replacements thereof, together with all rights-of-way, easements, licenses, privileges, water and water rights and appurtenances to the Property.

All right, title, and interest of Mortgagor in and to all fixtures, furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and description now or at any time hereafter installed or located on or used or usable in connection with the Property or the buildings and improvements situated hereon, whether such right, title, or interest in such items of property is now owned or hereafter acquired by Mortgagor, including but not limited to, all accessories, all lighting, heating, cooling, ventilating, air-conditioning, humidifying, dehumidifying, plumbing, sprinkling, incinerating, refrigerating, air-cooling, lifting, fire extinguishing, cleaning, communicating, and electrical systems, and the machinery, appliances, fixtures, and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, floor coverings, carpeting, partitions, conduits, ducts, compressors, elevators, and escalators, and the machinery, appliances, fixtures, and equipment pertaining thereto, all of which fixtures, furnishings, furniture, equipment, machinery, and other property shall be deemed to be part of the Collateral.

All rights, privileges, permits, licenses (to the extent assignable under applicable law), management contracts, supply agreements, insurance policies, franchise agreements, reservation system agreements, construction contracts, plans and specifications and other contracts authorizations, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any wise appertaining to all or any part of the Property, or required or used in connection with the operation of any business thereon.

All of Mortgagor's right, title and interest in and to those certain reserve accounts described in the Loan Agreement, and in and to all funds from time to time on deposit therein.

All rents, sales proceeds, income, room rates, rents, accounts, issues, profits, royalties, and other revenues derived from or belonging to all or part of the Property and the Collateral or any part thereof, generated from the operation of Mortgagor's business thereon, and the proceeds thereof, and all rights, whether now or at any time hereafter existing, of Mortgagor, under, pursuant to, or in connection with any and all existing and future leases, subleases, and use and occupancy agreements and other agreements affecting all or any part of the Property and the Collateral, and the

proceeds thereof, and in all instances whether arising before or after the filing of a bankruptcy petition by or against Debtor.

All Mortgagor's pre-petition and post-petition accounts, and rights to the payment of money, including, without limitation, all revenues of any sort, payment for goods sold or leased or for services rendered, whether or not Mortgagor has earned such payment by performance, rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. These rights include all rights and interests (including all liens and security interests) which Mortgagor may have by law or agreement against any account debtor or obligor of Mortgagor.

All general intangibles, including, without limitation, trademarks, tradenames, and copyrights, now or hereafter used in connection with the Property.

All of Mortgagor's books and records and other instruments and documents of title pertaining to any of the Collateral described herein.

Any other assets in which Mortgagor has or asserts an ownership interest in and which are used or useful in connection with the operation of the Property and Collateral as a commercial resort hotel, conference center and golf course.

Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Property and the Collateral and other property and interests described in this Exhibit "B" into cash or liquidated claims, including without limitation by reason of specification, all proceeds of insurance and all awards and payments, including interest thereon, which may be made in respect of all or any part of the Property or Collateral, or any estate or easement therein, as a result of any damage to or destruction of all or any part of the Property or Collateral, the exercise of the right of condemnation or eminent domain, the closing of, or the alteration of the grade of, any street on or adjoining the Property, or any other injury to or decrease in the value of all or any part of the Property or Collateral.

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Exhibit "C"

PERMITTED ENCUMBRANCES

[List of permitted encumbrances to be attached behind this page]

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PERMITTED EXCEPTIONS

1. GENERAL TAXES FOR THE YEARS 2002 AND SUBSEQUENT YEARS.
2001 TAX IN THE AMOUNT OF \$888,699.64 IS PAID.
2002 TAXES ARE NOT YET ASCERTAINABLE OR PAYABLE.
TAX NUMBER: 31-22-300-022

(AFFECTS A PORTION OF PARCEL 1)

2. GENERAL TAXES FOR THE YEARS 2002 AND SUBSEQUENT YEARS.
2001 TAX IN THE AMOUNT OF \$108,416.12 IS PAID.
2002 TAXES ARE NOT YET ASCERTAINABLE OR PAYABLE.
TAX NUMBER: 31-22-300-027

(AFFECTS A PORTION OF PARCEL 1)

3. GENERAL TAXES FOR THE YEARS 2002 AND SUBSEQUENT YEARS.
2001 TAX IN THE AMOUNT OF \$157,256.52 IS PAID.
2002 TAXES ARE NOT YET ASCERTAINABLE OR PAYABLE.
TAX NUMBER: 31-22-300-021

(AFFECTS PARCEL 7)

4. GENERAL TAXES FOR THE YEARS 2002 AND SUBSEQUENT YEARS.
2001 TAX IN THE AMOUNT OF \$15,224.83 IS PAID.
2002 TAXES ARE NOT YET ASCERTAINABLE OR PAYABLE.
TAX NUMBER: 31-22-300-037

(AFFECTS PARCEL 9)

5. GENERAL TAXES FOR THE YEARS 2002 AND SUBSEQUENT YEARS.
2001 TAX IN THE AMOUNT OF \$231.83 IS PAID.
2002 TAXES ARE NOT YET ASCERTAINABLE OR PAYABLE.
TAX NUMBER: 31-22-300-041

(AFFECTS PARCEL 10)

6. GENERAL TAXES FOR THE YEARS 2002 AND SUBSEQUENT YEARS.
2001 TAX IN THE AMOUNT OF \$955.31 IS PAID.
2002 TAXES ARE NOT YET ASCERTAINABLE OR PAYABLE.
TAX NUMBER: 31-22-300-055

(AFFECTS PARCEL 11)

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7. [INTENTIONALLY OMITTED]

8. [INTENTIONALLY OMITTED]

9. SECOND EXTENSION AGREEMENT FOR REGULATION OF PARKING OF MOTOR VEHICLES AND TRAFFIC AT LINCOLN MALL SHOPPING CENTER, AND ORDINANCE APPROVING SAME, RECORDED SEPTEMBER 6, 2002 AS DOCUMENT 0020981670.

10. [INTENTIONALLY OMITTED]

12. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, DEDICATED FOR LINCOLN HIGHWAY.

(AFFECTS PARCEL 1)

13. GRANT OF EASEMENT FOR DRAINAGE PURPOSES, RECORDED MARCH 29, 1971 AS DOCUMENT 21433856, AS AMENDED BY AMENDMENT RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069.

(AFFECTS PARCELS 2 AND 3)

14. EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY, FOR POLE LINES, CONDUITS AND MAINTENANCE PURPOSES GRANTED BY DOCUMENT 15584692, RECORDED ON APRIL 6, 1953, AND THE TERMS AND CONDITIONS THEREOF.

(AFFECTS PARCELS 2, 3, 7 AND 9)

15. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY FOR DUCT PURPOSES GRANTED BY DOCUMENT 22062312, RECORDED ON SEPTEMBER 25, 1972, AND THE TERMS AND CONDITIONS THEREOF.

(AFFECTS PARCEL 4)

16. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY FOR POLE LINES, CONDUITS AND MAINTENANCE PURPOSES GRANTED BY DOCUMENT 22143876, RECORDED ON DECEMBER 1, 1972, AND THE TERMS AND CONDITIONS THEREOF.

(AFFECTS PARCEL 5)

17. EASEMENT OVER THE SOUTH 10 FEET OF LOT 20 AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED DECEMBER 15, 1930 AS DOCUMENT 14974213.

(AFFECTS PARCEL 6)

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18. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, AND/OR THEIR SUCCESSORS IN INTEREST, FOR POLE LINES, CONDUITS AND MAINTENANCE PURPOSES GRANTED BY DOCUMENT 24125547, RECORDED ON SEPTEMBER 28, 1977, AND THE TERMS AND CONDITIONS THEREOF.

(AFFECTS PARCELS 2 AND 3)

19. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, FOR POLE LINES, CONDUITS AND MAINTENANCE PURPOSES GRANTED BY DOCUMENT 23104916, RECORDED ON JUNE 5, 1975, AND THE TERMS AND CONDITIONS THEREOF.

(AFFECTS PARCEL 3)

20. MEMORANDUM OF LINCOLN MALL CENTRAL PLANT AGREEMENT BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971, AND KNOWN AS TRUST NUMBER 57420 AND WIEBOLDT STORES, INC., RECORDED MARCH 5, 1974 AS DOCUMENT 22645324.

(AFFECTS PARCEL 1)

21. MEMORANDUM OF LINCOLN MALL CENTRAL PLANT AGREEMENT BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971, AND KNOWN AS TRUST NUMBER 57420 AND CARSON PIRIE SCOTT AND COMPANY, RECORDED MARCH 5, 1974 AS DOCUMENT 22645325.

(AFFECTS PARCEL 1)

22. LEASE MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 57855, LESSOR, TO GENERAL CINEMA CORPORATION, LESSEE, FOR A TERM OF YEARS, AND THE COVENANTS AND CONDITIONS AS THEREIN CONTAINED, AS DISCLOSED BY MEMORANDUM DATED FEBRUARY 15, 1977, AND RECORDED MARCH 3, 1977 AS DOCUMENT NO. 23838536, AND ALSO RECORDED APRIL 2, 1980 AS DOCUMENT 25411760.

(AFFECTS PARCEL 10)

23. AGREEMENT FOR REGULATION OF PARKING OF MOTOR VEHICLES AND TRAFFIC RECORDED JULY 2, 1974 AS DOCUMENT 22769729, AS EXTENDED BY EXTENSION AGREEMENTS RECORDED MAY 15, 1984 AS DOCUMENT 27085793 AND ON APRIL 25, 1990 AS DOCUMENT 90188941.

(AFFECTS PARCELS 1-5)

24. LEASE MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 AND KNOWN AS TRUST NUMBER 57420. LESSOR, TO SARNO INTERNATIONAL SPEEDWAY, INC., LESSEE, FOR A TERM OF YEARS, AND THE COVENANTS AND CONDITIONS AS THEREIN CONTAINED, AS DISCLOSED BY MEMORANDUM DATED JANUARY 21, 1974, AND RECORDED MARCH 12, 1974 AS DOCUMENT NO. 22651126.

(AFFECTS PARCEL 1)

25. EASEMENT AGREEMENT RECORDED AUGUST 22, 1974 AS DOCUMENT 22824084, MADE BY NATURAL GAS PIPELINE COMPANY OF AMERICA AND COMMONWEALTH EDISON COMPANY.

(AFFECTS PARCEL 5)

26. EASEMENT AGREEMENT RECORDED OCTOBER 6, 1978 AS DOCUMENT 24661027 MADE BY NATURAL GAS PIPELINE COMPANY OF AMERICA, U.S. SHELTER INC. AND THE VILLAGE OF MATTESON.

(AFFECTS PARCEL 5)

27. DECLARATION OF RESTRICTIONS AND EASEMENT FOR INGRESS AND EGRESS, 50 FEET IN WIDTH AS CREATED BY DECLARATION RECORDED NOVEMBER 8, 1968 AS DOCUMENT 20671343, AS AMENDED BY DOCUMENTS 23796658, 23796659, 23796660, 23796661, 23796662, 23796663, 23796664, 23562217 AND 24060855, AND THE TERMS AND CONDITIONS THEREIN.

(AFFECTS PARCELS 1, 2, 3 AND 8)

28. DECLARATION OF RESTRICTIONS AND EASEMENTS RECORDED NOVEMBER 8, 1968 AS DOCUMENT 20671343.

(AFFECTS PARCEL 7)

29. EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY, FOR POLE LINES, CONDUITS AND MAINTENANCE PURPOSES GRANTED BY DOCUMENT 86387407, RECORDED ON SEPTEMBER 2, 1986, AND THE TERMS AND CONDITIONS THEREOF.

(AFFECTS PARCEL 1)

30. EASEMENT AGREEMENT DATED SEPTEMBER 7, 1984 AND RECORDED OCTOBER 1, 1984 AS DOCUMENT 27276446, MADE BY NATURAL GAS PIPELINE OF AMERICA AND PIONEER BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 23002.

(AFFECTS PARCEL 5)

31. GRANT OF EASEMENT TO METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, RECORDED DECEMBER 20, 1989 AS DOCUMENT 89609486.

(AFFECTS PARCEL 6)

32. LEASE MADE BY PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, LESSOR, TO INDEPENDENCE FUNDING CO., LLC, LESSEE, FOR A TERM OF YEARS, AND THE COVENANTS AND CONDITIONS AS THEREIN CONTAINED, AS DISCLOSED BY MEMORANDUM DATED NOVEMBER 18, 1997, AND RECORDED JANUARY 29, 1998 AS DOCUMENT NO. 98076250.

33. EXISTING UNRECORDED LEASES, IF ANY, AND RIGHTS OF PARTIES IN POSSESSION UNDER SUCH UNRECORDED LEASES.

34. TERMS, CONDITIONS AND PROVISIONS OF THE DOCUMENT CREATING THE EASEMENT DESCRIBED IN EXHIBIT A, TOGETHER WITH THE RIGHTS OF THE ADJOINING OWNERS IN AND TO THE CONCURRENT USE OF SAID EASEMENT.