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BY AND WHEN RECORDED
MAIL TO:

Stahl Cowen Crowley LLC
55 West Monroe Street
Suite 500
Chicago, Illinois 60603
Attn: Jeffrey J. Stahl



Doc#: **0415349038**
Eugene "Gene" Moore Fee: \$92.00
Cook County Recorder of Deeds
Date: 06/01/2004 09:50 AM Pg: 1 of 35

JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Junior Mortgage") is made as of March 24, 2004, by Napleton Investment Partnership, LP, 17W240 22nd Street, Suite 312, Oakbrook Terrace, Illinois 60181 (the "Partnership"), to **OAK BROOK BANK**, 1400 Sixteenth Street, Oak Brook, Illinois 60523 (the "Mortgagee").

Edward F. Napleton ("Borrower") has executed and delivered to Mortgagee a Promissory Note (the "Note") in the principal sum of Four Million Dollars (\$4,000,000) of even date herewith and payable to the order of Mortgagee, and bearing interest and payable as set forth in the Note.

On October 31, 2001, Lender made a loan to **OAK BROOK BANK**, Trustee under Trust Agreement dated August 1, 2001 and known as Trust Number 3209, whose mailing address is 1400 W. Sixteenth Street, Oak Brook, Illinois 60523 (Trust) and its beneficiaries, The Edward F. Napleton Revocable Self Declaration of Trust dated October 1, 1992, and the Katherine R. Napleton Revocable Self Declaration of Trust dated October 1, 1992 (in the aggregate, the Beneficiaries) (Beneficiaries and Trust are referred to herein as Mortgagor) in the original principal amount of Three Million Two Hundred Thousand and 00/100 Dollars (\$3,200,000.00) (the "Senior Loan") evidenced by that certain Construction Promissory Note dated as of October 31, 2001 (the "Senior Note") and secured by, among other things, (i) that certain Construction Mortgage dated as of October 31, 2001, granted by Borrower to Lender and recorded on November 20, 2001 in the Office of the Cook County Recorder of Deeds as Document No. 0011093698 encumbering the Land (as defined herein) (the "Senior Mortgage"); (ii) that certain Assignment of Rents and Leases, granted by Mortgagor to Lender, dated as of October 31, 2001 and recorded November 20, 2001 as Document No. 0010093699 in the Office of the Cook County Recorder of Deeds with respect to the Land (the "Senior Assignment of Rents and Leases"); (iii) that certain Assignment of Beneficial Interest for Collateral Purposes and Irrevocable Right to Approve Trust Documents dated as of October 31, 2001 (the "Senior ABI") made by Beneficiary; and (iv) that certain Construction Loan Agreement dated as of October 31, 2001 made by Mortgagor and Beneficiary to and for the benefit of Lender (the "Senior Loan Agreement") (the Senior Note, Senior Mortgage, Senior Assignment of Rents, Senior ABI,

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Senior Security Agreement and all other instruments evidencing or securing the Senior Loan as thereafter amended, are referred to collectively herein as the "Senior Loan Documents"). The Senior Loan Documents were modified by that certain Amendment to Mortgage, Assignment of Rents, Construction Loan Agreement and Other Documents dated November 30, 2002 by Mortgagor, Beneficiary, Borrower and others (the "Amending Parties") and Lender and recorded April 15, 2003 as Document No. 0310518124 ("First Amendment") and that certain Amendment to Construction Promissory Note, Construction Mortgage, Construction Loan Agreement and Other Loan Documents dated August 1, 2002 by the Amending Parties and Lender, and recorded April 15, 2003 as Document No. 0310518124, ("Second Amendment") which among other things increased the face amount of the Senior Note to Four Million and NO/100 Dollars (\$4,000,000.00). The Senior Loan was assigned to the Partnership, and the Partnership agreed to assume all obligations under the Senior Loan pursuant to that certain Assignment and Assumption Agreement dated March ___, 2004.

This Junior Mortgage and the liens granted hereby are junior and subordinate to the Senior Mortgage and the indebtedness evidenced by the Senior Note, and notwithstanding any conflicting provisions of this Mortgage, all rights of Borrower hereunder shall be subordinate to the rights of Borrower under the Senior Loan Documents.

In order to secure the payment of the principal indebtedness under the Note and interest and premiums on the principal indebtedness under the Note (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor, and to secure the payment of all other sums (including any prepayment premium) which may be at any time due under the Note, this Junior Mortgage or any of the other Loan Documents (as that term is defined in Exhibit B attached hereto and made a part hereof; the terms and provisions of the Loan Documents are hereby incorporated herein by this reference as fully and with the same effect as if set forth herein at length) (collectively such sums are sometimes referred to herein as "Indebtedness"); and to secure the performance and observance of all the covenants, agreements and provisions contained in this Junior Mortgage, the Note and the other Loan Documents; and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor DOES HEREBY MORTGAGE AND CONVEY unto Mortgagee, its successors and assigns forever, the following described property, rights and interests (which are referred to herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily:

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

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used or intended to be used in connection with the Land or the improvements, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all

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of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

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

TOGETHER WITH all income from the Premises to be applied against the Indebtedness, provided, however, that Mortgagor may, so long as no Default has occurred hereunder, collect income as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Mortgagor in all leases now or hereafter on the Premises whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Land or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Land or the Improvements shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Junior Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Borrower as Debtor, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 14 hereof; and

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain,

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any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Mortgagor hereby appoints Mortgagee its attorney-in-fact and authorizes Mortgagee, at its option, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds, to give proper acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness, notwithstanding the fact that the same may not then be due or that the Indebtedness is otherwise adequately secured.

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

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

PROVIDED, NEVERTHELESS, that if Borrower shall pay in full when due the Indebtedness and shall timely perform and observe all of the provisions herein and in the Note and the other Loan Documents provided to be performed and observed by the Borrower, then the lien of this Junior Mortgage and the interest of Mortgagee in the Premises shall be released at the cost of Borrower but shall otherwise remain in full force.

BORROWER FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. *Payment of Indebtedness and Performance of Covenants.* Borrower shall (a) pay the Indebtedness when due; and (b) punctually perform and observe all of the requirements of the Note, and, together with Mortgagor, this Junior Mortgage, the other Loan Documents and the Senior Loan Documents. Borrower shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions set forth in the Note, but not otherwise.

2. *Maintenance, Repair, Compliance with Law, Use, etc.* (a) Mortgagor shall promptly repair or restore, any portion of the Improvements which may become damaged whether or not proceeds of insurance are available or sufficient for that purpose; (b) Mortgagor shall keep the Premises in good condition and free from waste; (c) Mortgagor shall pay all operating costs of the Premises; (d) Mortgagor shall complete, within a reasonable time, any Improvements at any time in the process of erection upon the Premises; (e) Mortgagor shall comply with all requirements of law relating to the Premises or any part thereof by any governmental authority; (f) Mortgagor shall refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements; (g) Mortgagor shall comply with any restrictions of record with respect to the

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Premises and the use thereof; and observe and comply with any conditions necessary to preserve and extend any and all rights, licenses, permits (including, without limitation, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy; and (h) Mortgagor shall cause the Premises to be managed in a competent and professional manner. Without the prior written consent of Mortgagee, Mortgagor shall not cause, suffer or permit any (i) material alterations of the Premises except as required by law, or as set forth in the plans and specifications or such other construction documents all as approved by Lender, or except as permitted or required to be made by the terms of any Leases approved by Mortgagee; (ii) change in the intended use or occupancy of the Premises for which the Improvements were constructed; (iii) change in the identity of the person or firm responsible for managing the Premises; (iv) zoning reclassification with respect to the Premises; (v) unlawful use of, or nuisance to exist upon, the Premises; or (vi) granting of any easements, licenses, covenants, conditions or declarations of use against the Premises, other than use restrictions contained or provided for in Leases approved by Mortgagee.

3. Liens.

3.1. *Prohibition* Subject to the provisions of Paragraph 4 hereof, Mortgagor shall not create or suffer or permit any encumbrance to attach to or be filed against the Premises or any part thereof, excepting only (i) the lien of real estate taxes and assessments not due, (ii) any liens and encumbrances of Mortgagee, and (iii) any other lien or encumbrance permitted by the terms hereof, including, but not limited to those liens arising from the Senior Loan.

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

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

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

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

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

4. Taxes.

4.1. *Payment.* Mortgagor shall pay when due, all taxes, assessments and charges of every kind levied or assessed against the Premises or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Mortgagor, and Mortgagor shall furnish to Mortgagee receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to taxes upon the Premises, other than matters expressly permitted by the terms hereof.

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

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

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

4.2.3. Mortgagor has deposited with Mortgagee, at such place as Mortgagee may from time to time in writing designate, a sum of money or other security acceptable to Mortgagee that, when added to the monies or other security, if any deposited with Mortgagee pursuant to Paragraph 8 hereof, is sufficient, in Mortgagee's judgment, to pay, in full such contested Tax, including interest and penalties, and shall increase such deposit to cover additional interest and penalties whenever Mortgagee deems such an increase advisable. Any deposits made hereunder are to be held without any allowance of interest thereon.

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

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hereunder, Mortgagee shall, after final disposition of such contest and upon Mortgagor's written request and Mortgagor's delivery to Mortgagee of an official bill for such Taxes, apply the money so deposited in full payment of such Taxes or that part thereof then unpaid, together with all penalties and interest thereon.

5. *Change in Tax Laws.* If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagee, Mortgagor or the Premises, any tax is imposed or becomes due in respect of the issuance of the Note or the recording of this Junior Mortgage, Mortgagor shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation of any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of taxes, so as to affect this Junior Mortgage, the Indebtedness of Mortgagor, then, and Mortgagor, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefor on demand, unless Mortgagee determines, in Mortgagee's exclusive judgment, that such payment or reimbursement by Mortgagor is unlawful; in which event the Indebtedness shall be due within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this Paragraph 5 shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes required to be paid by Mortgagor pursuant hereto.

6. *Financial Statements.* Within ninety (90) days after the end of each calendar year during the term of the Loan, Borrower shall deliver to Lender financial statements and annual tax returns for Borrower and Guarantor reviewed by a certified public accountant in form satisfactory to Lender. Within forty-five (45) days after the end of each calendar quarter during the term of the Loan, Borrower shall deliver to Lender financial statements for Borrower and each Guarantor prepared by Borrower in a form acceptable to Lender.

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

7.1. Casualty insurance against loss and damage by all risks of physical loss or damage, including fire, windstorm, flood, earthquake and other risks covered by the so-called extended coverage endorsement in amounts not less than the full insurable replacement value of all Improvements, fixtures and equipment from time to time on the Premises and bearing a replacement cost agreed amount endorsement;

7.2. Comprehensive public liability against death, bodily injury and property damage in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00);

7.3. Employer's Liability Insurance;

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7.4. Rental or business interruption insurance in amounts sufficient to pay, for a period of up to one (1) year, all amounts required to be paid by Borrower pursuant to the Note and this Junior Mortgage;

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

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

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

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

9. *Deposits for Taxes and Insurance Premiums.* In order to assure the payment of Taxes and insurance policy premiums ("Premiums") when due:

9.1. Borrower shall, if required by Mortgagee and for so long thereafter as Mortgagee shall in its sole discretion require, deposit with Mortgagee on the first business day of each month, an amount equal to one-twelfth (1/12) of the Taxes and Premiums thereof to become due with respect to the Premises between one (1) and thirteen (13) months after the date of such deposit; provided that in the case of the first such deposit, Mortgagor (or Borrower, in the case of Premiums) shall deposit in addition an amount which, when added to the aggregate amount of monthly deposits to be made hereunder with respect to Taxes and Premiums to become due within thirteen (13) months after such first deposit, will provide (without interest) a sufficient fund to pay such Taxes and Premiums, one (1) month prior to the date when they are due. The amounts of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Mortgagee's

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estimate of the amount of Taxes and Premiums. Mortgagor (or Borrower, in the case of Premiums and Insurance Deposits) shall promptly upon the demand of Mortgagee make additional Tax and Insurance Deposits as Mortgagee may from time to time require due to (i) failure of Mortgagee to require, or failure of Mortgagor or Borrower to make, Tax and Insurance Deposits in previous months, (ii) underestimation of the amounts of Taxes and/or Premiums, due dates and amounts of Taxes and/or Premiums, or (iii) application of the Tax and Insurance Deposits pursuant to Paragraph 8.3 hereof.

9.2. Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to Mortgagee by Mortgagor of the bills therefor, pay the Taxes and Premiums or will, upon the presentation of received bills therefor, reimburse Mortgagor or Borrower for such payments made by Mortgagor or Borrower. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and Premiums when the same shall become due, then Mortgagor or Borrower shall pay to Mortgagee on demand the amount necessary to make up the deficiency.

9.3. Upon a Default under this Junior Mortgage, Mortgagee may, at its option, apply any Tax and Insurance Deposits on hand to the Indebtedness, in such order and manner as Mortgagee may elect. When the Indebtedness has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Mortgagor. All Tax and Insurance Deposits are hereby pledged as additional security for the Indebtedness and shall be held by Mortgagee irrevocably to be applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of Mortgagor.

9.4. Notwithstanding anything herein contained to the contrary, Mortgagee shall not be liable for any failure to apply the Tax and Insurance Deposits unless Mortgagor, while no Default exists hereunder, shall have (i) requested Mortgagee in writing to make application of such Deposits to the payment of the Taxes or Premiums and (ii) presented Mortgagee with bills for such Taxes or Premiums.

9.5. The provisions of this Junior Mortgage are for the benefit of Mortgagor and Mortgagee alone. No provision of this Junior Mortgage shall be construed as creating in any other party any rights in and to the Tax and Insurance Deposits or any rights to have the Tax and Insurance Deposits applied to payment of Taxes and Premiums. Mortgagee shall have no obligation or duty to any third party to collect Tax and Insurance Deposits.

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

10.1. In case of loss or damage covered by any of the Insurance Policies, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) may at its option either (i) settle and adjust any claim under such Insurance Policies without the consent of Mortgagor or Borrower, or (ii) allow Borrower to settle and adjust such claim without the consent of Mortgagee; provided that in either case Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by

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Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness, and shall be reimbursed to Mortgagee upon demand or may be deducted by Mortgagee from said insurance proceeds prior to any other application thereof. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses covered by any Insurance Policy to Mortgagee alone, and not to Mortgagee and Mortgagor jointly.

10.2. Mortgagee shall, in its sole discretion, elect to apply the proceeds of Insurance Policies consequent upon any casualty either (i) to reduce the Indebtedness; or (ii) to reimburse Mortgagor for the cost of restoring or repairing the Premises subject to the conditions and in accordance with the provisions of Paragraph 10 hereof. In the event Mortgagee applies the proceeds of Insurance Policies to the Indebtedness and such proceeds do not discharge that Indebtedness in full, the entire Indebtedness shall become immediately due and payable with interest thereon at the Default Rate specified in the Note (the "Default Rate").

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

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

12. *Condemnation and Eminent Domain.* All awards (the "Awards") made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, are hereby assigned by Mortgagor to Mortgagee. Mortgagee may collect the Awards from the condemnation authorities, and may give appropriate acquittances therefor. Mortgagor shall immediately notify Mortgagee of

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the actual or threatened commencement of any condemnation or eminent domain proceedings affecting any part of the Premises and shall deliver to Mortgagee copies of all papers served in connection with any such proceedings. Mortgagor shall make, execute and deliver to Mortgagee, at any time upon request, free of any encumbrance, any further assignments and other instruments deemed necessary by Mortgagee for the purpose of assigning the Awards to Mortgagee. If any portion of or interest in the Premises is taken by condemnation or eminent domain, and the remaining portion of the Premises is not, in the judgment of Mortgagee, a complete economic unit having equivalent value to the Premises as it existed prior to the taking, then, at the option of Mortgagee, the entire Indebtedness shall immediately become due. After deducting from the Award for such taking all of its expenses incurred in the collection and administration of the Award, including attorney's fees, Mortgagee shall be entitled to apply the net proceeds toward repayment of such portion of the Indebtedness as it deems appropriate without affecting the lien of this Junior Mortgage. In the event of any partial taking of the Premises or any interest in the Premises, which, in the judgment of Mortgagee, leaves the Premises as a complete economic unit having equivalent value to the Premises as it existed prior to the taking, and provided Mortgagor is not in default hereunder, the Award shall be applied to reimburse Mortgagor for the cost of restoration and rebuilding the Premises in accordance with plans, specifications and procedures approved in advance by Mortgagee, and such Award shall be disbursed in the same manner as is provided above for the application of insurance proceeds. If all or any part of the Award is not applied for reimbursement of such restoration costs, the Award shall at the option of Mortgagee be applied against the Indebtedness, in such order or manner as Mortgagee shall elect, or be paid to Mortgagor.

13. *Assignment of Rents, Leases and Profits.* To further secure the Indebtedness, Mortgagor hereby assigns unto Mortgagee all of the rents, leases and income now or hereafter due under any Leases agreed to by Mortgagor or the agents of Mortgagor or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and income thereunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact (this power of attorney and any other powers of attorney granted herein are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Mortgagee) with or without taking possession of the Premises as provided in Paragraph 19 hereof, to lease any portion of the Premises to any party upon such terms as Mortgagee shall determine, and to collect all rents due under each of the Leases, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 19 hereof. Mortgagor represents that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents for any portion of the Premises has been or will be waived, reduced or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of set-off against any person in possession of any portion of the Premises. Mortgagor agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to Paragraph 19 hereof. Mortgagor expressly waives all liability of Mortgagee in the exercise of the powers herein granted Mortgagee. Mortgagor shall assign to Mortgagee all future leases upon any part of the

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Premises and shall execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time require. Although the assignment contained in this paragraph is a present assignment, Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a Default shall exist under this Junior Mortgage. Within thirty (30) days of Mortgagee's written demand, Mortgagor will furnish Mortgagee with executed copies of each of the Leases and with estoppel letters from each tenant in a form satisfactory to Mortgagee. If Mortgagee requires that Mortgagor execute and record a separate collateral assignment of rents or separate assignments of any of the Leases to Mortgagee, the terms of those assignments shall control in the event of a conflict with the terms of this Junior Mortgage.

14. *Observance of Lease Assignment.* Mortgagor agrees that if any lessee under any of the Leases shall fail to pay its rent on a timely basis or fulfill any material provision in said Lease or if Mortgagor shall terminate or modify any of the Leases without Mortgagee's prior written consent; or if Mortgagor shall suffer any default under the provisions of any assignment of any Lease given as additional security for the payment of the Indebtedness and such default shall not be cured within the applicable grace period provided therein; then such default shall constitute a Default (as hereinafter defined) and at the option of Mortgagee, and without notice to Mortgagor, the Indebtedness shall become due as in the case of other Defaults.

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

15.1. Mortgagor or Beneficiary is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

15.2. The Collateral is to be used by Mortgagor or Beneficiary solely for business purposes.

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

15.4. The only persons having any interest in the Premises are Mortgagor, Mortgagee and holders of interests, if any, expressly permitted hereby.

15.5. No Financing Statement (other than Financing Statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto and to the Senior Loan Documents; and Borrower, Mortgagor or Beneficiary will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts as Mortgagee may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Mortgagee and no other party and liens and encumbrances (if any) expressly permitted hereby; and Borrower will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable.

15.6. Upon Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least twenty (20) days notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least twenty (20) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net

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proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

15.7. The terms and provisions contained in this Paragraph 14 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

15.8. This Junior Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor and Mortgagee (Secured Party) are hereinabove set forth. This Junior Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Premises are located. Mortgagor is the record owner of the Premises.

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

14.10. Mortgagor and Borrower represents and warrants that to Lender as follows:

- 14.10.1 Mortgagor is the record owner of the Premises;
- 14.10.2 Mortgagor's chief executive office is in the State of Illinois;
- 14.10.3 Mortgagor's state of formation is the State of Illinois;
- 14.10.4 Mortgagor's exact legal name is as set forth in the first Paragraph of this Mortgage;
- 14.10.5 Mortgagor's FEIN is as set forth on the UCC-1 Financing Statement, a copy of which has been approved by Mortgagor.
- 14.10.6 The representations and warranties in the Senior Loan Documents are true and correct as of the date hereof.
- 14.10.7 There is currently no Event of Default (as defined in the Senior Mortgage) under the Senior Note, the Senior Mortgage or the other Senior Loan Documents and neither Borrower nor Mortgagor knows of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

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14.10.8 There has been no material adverse change in the financial condition of Borrower, Mortgagor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

14.10.9 As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Senior Loan or the Senior Loan Documents.

14.10.10 The Borrower hereby covenants, warrants and agrees that the representations and warranties made in this Section 14.10 shall be and shall remain true and correct at the time the Loan is disbursed and at all times thereafter so long as any part of the Loan shall remain outstanding.

14.11 Mortgagor and Borrower agrees that:

14.11.1 Mortgagor is authorized to file a financing statement describing the Collateral;

14.11.2 Where Collateral is in possession of a third party, Mortgagor will join with the Mortgagee in notifying the third party of the Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee;

14.11.3 Mortgagor will cooperate with the Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

14.11.4 Until the Indebtedness is paid in full, Mortgagor will not change the state where it is located or change its company name without giving the Mortgagee at least 30 days' prior written notice in each instance.

16. *Restrictions on Transfer.*

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

16.1. The Premises or any part thereof or interest therein, excepting only (i) as provided under Section 45 of this Junior Mortgage, and (ii) sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

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16.2. All or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagor is acting, if Mortgagor is a Trustee;

16.3. Any shares of capital stock of a corporate Mortgagor, a corporation which is a beneficiary of a trustee Mortgagor, a corporation which is a general partner in a partnership Mortgagor, a corporation which is a general partner in a partnership beneficiary of a trustee Mortgagor, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealers Automated Quotation System);

16.4. All or any part of the partnership or joint venture interest or membership, as the case may be, of a partnership or limited liability company, Mortgagor or a partnership or limited liability company, beneficiary of a Trustee, Mortgagor if Mortgagor or such beneficiary is a partnership or a joint venture or limited liability company; in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 15 shall not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, or (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests or membership interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives.

B. In determining whether or not to make the loan secured hereby, Mortgagee evaluated the background and experience of Borrower, Beneficiaries, partners or members in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the Note. Borrower, Beneficiaries, partners or members are well experienced in borrowing money and owning and operating property such as the Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any further secondary junior financing placed upon the Premises, (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises. In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment and of

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value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this Paragraph 15 is deemed a restraint on alienation, that it is a reasonable one.

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

17.1. If any default be made in the due and punctual payment of the monies required under the Note, this Junior Mortgage, the other Loan Documents, the Senior Note, the Senior Mortgage or the other Senior Loan Documents within ten (10) days after the date when due;

17.2. Except as provided under Paragraphs 16.3, 16.4 and 16.5 hereof, if default shall exist for any reason other than the nonpayment of money hereunder and after thirty (30) days prior to written notice and opportunity to cure, or under any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness, including but not limited to, any of the Loan Documents or the Senior Loan Documents, and in each case after the expiration of the applicable cure period;

17.3. The occurrence of a Prohibited Transfer;

17.4. If any of the information contained in any documentation provided to Mortgagee by Borrower, Borrower's partners, or any co-maker of the Note in conjunction with the Indebtedness shall not be true, accurate and complete in all material respects;

17.5. If (and for the purpose of this Subparagraph 16.5 only, the term Mortgagor shall mean not only Mortgagor, but also Borrower, or any owner of more than ten percent (10%) of the stock in a corporate Mortgagor and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the Indebtedness or any of the covenants or agreements contained herein):

17.5.1. Mortgagor or any co-maker of the Note shall file a voluntary petition in bankruptcy or for relief under the Federal Bankruptcy Act or any similar state or federal law;

17.5.2. Mortgagor or any co-maker of the Note shall file a pleading in any proceeding admitting insolvency;

17.5.3. Within thirty (30) days after the filing against Mortgagor or any co-maker of the Note of any involuntary proceeding under the Federal Bankruptcy Act or similar state or federal law, such proceedings shall not have been vacated;

17.5.4. A substantial part of Mortgagor's or any co-maker of the Note's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty (30) days;

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17.5.5. Mortgagor or any co-maker of the Note shall make an assignment for the benefit of creditors or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises;

17.5.6. Any order appointing a receiver, trustee or liquidator of Mortgagor or any co-maker of the Note or all or a major part of Mortgagor's or any co-maker of the Note's property or the Premises is not vacated within thirty (30) days following the entry thereof; or

16.6. the occurrence of a default under the Senior Loan Documents. It is the intent of Borrower and Lender that the Note and the Loan Documents be cross-defaulted with the Senior Loan Documents, such that a Default or an Event of Default under any one of such instruments shall constitute a Default or Event of Default under all of such instruments.

then Mortgagee may, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Mortgagee hereunder, declare, without further notice, all Indebtedness, whether under this Loan or the Senior Loan, immediately due with interest thereon at the Default Rate, whether or not such Default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose the Senior Mortgage or this Junior Mortgage and to exercise any right provided by the Senior Loan Documents or this Junior Mortgage, the Note, the other Loan Documents or otherwise.

18. *Foreclosure.* When the Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1101 (the "Act") and to exercise any other remedies of Mortgagee provided in the Note, this Junior 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 Indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) or 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 Junior Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Junior 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

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

18. [INENTIONALLY DELETED].

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

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

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

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

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

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

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19.6 apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, to the payment of Taxes, Premiums and other charges applicable to the Premises, or in reduction of the Indebtedness in such order and manner as Mortgagee shall select.

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

20. *Receiver.* Upon the filing of a complaint to foreclose this Junior Mortgage or at any time thereafter, the court in which such complaint is filed may appoint upon petition of Mortgagee, and at Mortgagee's sole option, a receiver of the Premises pursuant to the Act. 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 the Act, 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 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 Indebtedness, 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 said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in payment in whole or in part of (a) the Indebtedness or the indebtedness secured by a decree foreclosing this Junior 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.

21. *Foreclosure Sale.* Except to the extent otherwise required by the Act, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, all items which under the terms hereof constitute Indebtedness additional to the

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principal and interest evidenced by the Note in such order as Mortgagee shall elect with interest thereon as herein provided; and second, all principal and interest remaining unpaid on the Note in such order as Mortgagee shall elect; and lastly any surplus to Mortgagor and its successors and assigns, as their rights may appear.

22. *Insurance during Foreclosure.* All rights and powers of Mortgagee under Paragraphs 9 and 10 hereof shall, from and after the entry of judgment of foreclosure, continue in the Mortgagee as decree creditor until confirmation of sale. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. The foreclosure decree may provide that the mortgagee's clause attached to each of the casualty Insurance Policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditors. In the event of foreclosure sale, Mortgagee may, without the consent of Mortgagor, assign any Insurance Policies to the purchaser at the sale, or take such other steps as Mortgagee may deem advisable to protect the interest of such purchaser.

23. *Waiver of Right of Redemption and Other Rights.* To the full extent permitted by law, Mortgagor agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or claim or exercise any rights under any statute now or hereafter in force to redeem the property or any part thereof, or relating to the marshaling thereof, on foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights to redemption and reinstatement under the Act, 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 of Mortgagor and such other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note. If the Mortgagor is a trustee, Mortgagor represents that the provisions of this Paragraph 23 (including the waiver of redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor and are made on behalf of the trust estate of Mortgagor and all beneficiaries of

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Mortgagor, as well as all other persons named above. Mortgagor acknowledges that the Premises do not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.

24. *Mortgagee's Performance of Mortgagor's Obligations.* In case of Default, either before or after acceleration of the Indebtedness or the foreclosure of the lien hereof, Mortgagee may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any manner deemed expedient to Mortgagee. Mortgagee may, but shall not be required to, complete construction, furnishing and equipping of the Improvements and rent, operate and manage the Premises and the Improvements and pay operating costs, including management fees, of every kind in connection therewith, so that the Premises shall be usable for their intended purposes. All such monies paid and expenses incurred, including attorneys fees, shall be so much additional Indebtedness, whether or not the Indebtedness, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due with interest thereon at the Default Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Mortgagee of its rights hereunder prevent any default from constituting a Default. Mortgagee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, whether pursuant to this Junior Mortgage or the Senior Mortgage, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate. Nothing contained herein shall be construed to require Mortgagee to advance monies for any purpose.

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

26. *Successors and Assigns.*

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

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26.2. *Covenants Run with Land; Successor Owners.* All of the covenants of this Junior Mortgage shall run with the Land and be binding on any successor owners of the Land. If the ownership of Premises or any portion thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such person with reference to this Junior Mortgage and the Indebtedness in the same manner as with Mortgagor without in any way releasing Mortgagor from its obligations hereunder. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises, but nothing in this paragraph shall vary the effectiveness of the provisions of Paragraph 15 hereof.

27. *Effect of Extensions and Amendments.* If the payment of the Indebtedness, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify, extend or release the Note, this Junior Mortgage or any other Loan Document, in each case without obtaining the consent of the holder of such junior lien and without the lien of this Junior Mortgage losing its priority over the rights of any such junior lien.

28. *Environmental Matters.* Borrower represents that it is currently in compliance with, and covenants and agrees that, it will manage and operate the Premises and will cause each tenant to occupy its demised portion of the Premises in compliance with, all federal, state and local laws, rules, regulations and ordinances regulating, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances or other materials (including, without limitation, raw materials, products, supplies or wastes). Borrower further covenants and agrees that it shall not install or permit to be installed in the Premises asbestos or any substance containing asbestos and deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. Borrower shall remove from the Premises and dispose of any such hazardous or toxic substances or other materials in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinances and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulation or ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between Borrower, Mortgagee and/or any third party with respect to hazardous or toxic materials. Borrower shall send to Mortgagee within five (5) days of receipt thereof, any citation, notice of violation or other notice of potential liability from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. Borrower agrees to indemnify, defend with counsel reasonably acceptable to Mortgagee (at Borrower's sole cost), and hold Mortgagee harmless against any claim, response or other costs, damages, liability or demand (including, without limitation, reasonable attorneys fees and costs incurred by Mortgagee) arising out of any claimed violation by Borrower of any of the

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foregoing laws, regulations or ordinances or breach of any of the foregoing covenants or agreements. The foregoing indemnity shall survive repayment of the Indebtedness.

29. *Future Advances.* At all times, regardless of whether any loan proceeds have been disbursed, this Junior Mortgage secures as part of the Indebtedness 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 Indebtedness, all in accordance with the Note, this Junior Mortgage, and the other Loan Documents, provided, however, that in no event shall the total amount of the Indebtedness, including loan proceeds disbursed plus any additional charges, exceed two hundred percent (200%) of the face amount of the Note.

30. *Execution of Separate Security Agreements, Financing Statements, etc.; Estoppel Letter.* Mortgagor will do, execute, acknowledge and deliver all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Mortgagee shall require for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired. Without limitation of the foregoing, Borrower will assign to Mortgagee, upon request, as further security for the Indebtedness, its interests in all agreements, contracts, licenses and permits affecting the Premises, such assignments to be made by instruments satisfactory to Mortgagee, but no such assignment shall be construed as a consent by the Mortgagee to any agreement, contract, license or permit or to impose upon Mortgagee any obligations with respect thereto. From time to time, Borrower will furnish within five (5) days after Mortgagee's request a written and duly acknowledged statement of the Indebtedness and whether any alleged offsets or defenses exist against the Indebtedness.

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

32. *Option to Subordinate.* At the option of Mortgagee, this Junior Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds for the county wherein the Premises are situated, of a unilateral declaration to that effect.

33. *Governing Law.* The place of negotiation, execution, and delivery of this Junior Mortgage and the location of the Property being the State of Illinois, this Junior Mortgage shall be construed and enforced according to the laws of that State, without reference to the conflicts of law principles of that State. If any provision in this Junior Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Junior Mortgage, but shall not invalidate or render unenforceable any other provision of this Junior Mortgage that can be construed in a manner consistent with the Act. If any provision of this Junior

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Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

34. *Business Loan.* The proceeds of the Note will be used for the purposes specified in The Illinois Interest Act, 815 ILCS 205/4 (1998) or any law or statute superseding such statutory reference, and the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section.

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

36. *Financial Statements.* If required by Mortgagee, Borrower will, within ninety (90) days after the end of each fiscal year of Borrower, furnish to Mortgagee financial and operating statements of the Premises for such fiscal year, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenditures and supporting schedules, all prepared in accordance with generally accepted principles of accounting consistently applied. Such financial and operating statements shall be prepared and certified in such manner as may be acceptable to Mortgagee, and Mortgagee may, by notice in writing to Borrower, require that the same be certified and prepared pursuant to audit, by a firm of independent certified public accountants satisfactory to Mortgagee, in which case such accountants shall state whether, during the course of their audit, they discovered or became aware of any information which would lead them to believe that a Default exists. Further, Borrower will furnish tax returns to Mortgagee within thirty (30) days of filing of same with applicable governmental authorities and a personal financial statement prepared on a form acceptable to Mortgagee in its sole discretion or before April 1 of each calendar year commencing in 2005.

37. *No Joint Ventures.*

37.1. Mortgagor acknowledges that the relationship between the parties is that of mortgagor and mortgagee and that in no event shall Mortgagee be deemed to be a partner or joint venturer with Mortgagor. Mortgagee shall not be deemed to be such a partner or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to this Junior Mortgage or any other of the Loan Documents.

37.2. Mortgagee acknowledges that the relationship between Mortgagor and Borrower is currently that of hypothecator and borrower and that in no event shall Mortgagor and Borrower be deemed to be partners or joint venturers with each other based on their current relationship. Mortgagor shall not be deemed to be such a partner or joint venturer by reason of its title or other interest in the Premises, or by reason of any current contract between Mortgagor and Borrower, or by the exercise of Mortgagor of any of its rights under said contract.

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

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

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

41. *Notices.* Any notice or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given (i) when personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth below, or (iii) on the second business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth above, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith. Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Mortgagee by this Junior Mortgage is not required to be given. The below names and addresses are for purposes of delivery of notice only and not necessarily indicative of legal representation:

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To Mortgagee: Oak Brook Bank
1400 West Sixteenth Street
Oak Brook, Illinois 60523
Attn: Lorenzo Pate, Esq.

With a copy to: Stahl Cowen Crowley LLC
55 West Monroe Street
Suite 500
Chicago, Illinois 60603
Attn: Jeffrey J. Stahl, Esq.

To Borrower: Edward F. Napleton
406 North Monroe
Hinsdale, Illinois 60521

With a copy to: Sosin & Lawler Ltd.
11800 S. 75th Avenue
Suite 300
Palos Heights, Illinois 60463
Attn: David Sosin

To Mortgagor: Napleton Investment Partnership, LP
17 W 240 22nd Street, Suite 312
Oakbrook Terrace, Illinois 60181

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

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43. *Jury Trial Waiver.* THE Mortgagor WAIVES, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTIONS BROUGHT BY EITHER THE Mortgagor OR Mortgagee IN CONNECTION WITH THE INDEBTEDNESS.

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

45. *Partial Release.* Mortgagee may, at its sole discretion, release the lien of this Junior Mortgage upon payment to Mortgagee of so much of the Indebtedness as Mortgagee shall determine, in its sole discretion, and further upon a reduction in the face amount of the Note as Mortgagee may determine, and such other requirements as Mortgagee may have, all in its sole discretion.

46. *REVOLVING CREDIT.* THIS MORTGAGE SECURES A REVOLVING CREDIT ARRANGEMENT AS CONTEMPLATED BY 735 ILCS SECTION 5/15-1302(b)(3) AND, THEREFORE, ALL MONIES ADVANCED OR APPLIED IN ACCORDANCE WITH THE TERMS OF SAID REVOLVING CREDIT ARRANGEMENT SHALL BE SECURED BY THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS AND SHALL BE A LIEN AGAINST THE PREMISES FROM THE DATE OF RECORDATION OF THIS MORTGAGE, REGARDLESS OF WHEN ADVANCED OR APPLIED, REGARDLESS OF WHETHER THEY ARE SUBSEQUENTLY REPAYED AND REBORROWED AND REGARDLESS OF WHETHER OR NOT, AT ANY TIME AFTER THE RECORDATION OF THIS MORTGAGE, THERE ARE ANY AMOUNTS OUTSTANDING UNDER SAID REVOLVING CREDIT ARRANGEMENT.

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IN WITNESS WHEREOF, Mortgagor has caused this Junior Mortgage to be duly signed, sealed and delivered the day and year first above written.

MORTGAGOR:

NAPLETON INVESTMENT PARTNERSHIP, LP,

an ~~Illinois~~ limited partnership

* ~~Delaware~~

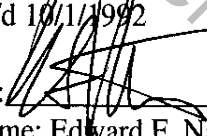
By: Napleton Management Company, LLC,

an ~~Illinois~~ limited liability company

Its: General Partner

By: The Edward F. Napleton Revocable Self-Declaration of Trust

a/t/d 10/11/1992

By:  _____

Name: Edward F. Napleton,

Its: Trustee

ATTEST:

By: _____

Name: _____

Its:  _____

Edward F. Napleton

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Edwina Eragus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Edward F. Napleton, as Trustee of The Edward F. Napleton Self-Declaration of Trust U/A/D 10/1/92, as Manager of Napleton Management Company, LLC, an Illinois limited liability company, as General Partner of Napleton Investment Partnership, LP, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2004.

Edwina Eragus
Notary Public

My Commission Expires:

7-19-05

UNOFFICIAL SEAL
EDWINA ERAGUS
Notary Public, State of Illinois
My Commission Expires 7/19/05
Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Edward F. Napleton**, who is 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

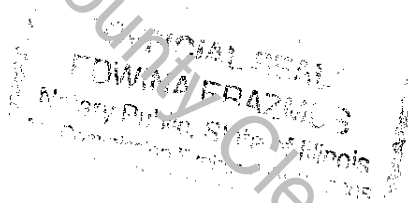
GIVEN under my hand and Notarial Seal this _____ day of _____, 2004.

Notary Public



My Commission Expires:

7-19-05



Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 4 THROUGH 8 AND THE EAST 23 FEET OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD, BEING A SUBDIVISION IN THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 23 FEET OF THAT PART OF LOTS 12, 13 AND 14 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID, LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID AND WEST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED NORTH TO A LINE 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID, IN COOK COUNTY, ILLINOIS

ALSO

THAT PART OF LOTS 12, 13 AND 14 IN 95TH STREET ADDITION TO LYNWOOD, AFORESAID LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID, AND EAST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED NORTH TO A LINE 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 9 (EXCEPT THE EAST 23 FEET THEREOF) AND LOT 10 IN 95TH ST ADDITION TO LYNWOOD, A SUBDIVISION IN THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 12, 13 AND 14 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID, LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AND LYING WEST OF A LINE 23 FEET WEST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED TO A LINE 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

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THE SOUTHEASTERLY ½ OF VACATED JAMES PLAY LYING NORTHWESTERLY OF AND ADJOINING LOTS 12 AND 13 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID AND LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 11 AND THE EASTERLY ½ OF VACATED JAMES PLACE LYING WEST OF AND ADJOINING SAID LOT 11 IN 95TH STREET ADDITION TO LYNWOOD, BEING A SUBDIVISION IN THE WEST HALF FO THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WESTERLY HALF OF VACATED JAMES PLACE LYING EASTERLY OF AND ADJOINING LOT 2 IN THE SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 394, 395, 396 AND 397 IN ELMORE'S PARKSIDE TERRACE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent ID Numbers: 24-05-423-006-0000; 24-05-423-009-0000
 24-06-423-010-0000; 24-05-423-012-0000
 24-05-423-013-0000; 24-05-423-014-0000
 24-05-423-015-0000; 24-05-423-016-0000
 24-05-423-019-0000; 24-05-423-011-0000
 24-05-400-067-0000; 24-05-413-009-0000
 24-05-413-019-0000; 24-05-413-020-0000
 24-05-413-021-0000

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EXHIBIT B

TO THE MORTGAGE LOAN DOCUMENTS

The term "Loan Documents," as used in this Junior Mortgage, means the following documents and any and all other documents previously, now, or hereafter given to evidence, secure, or govern the disbursement of the Indebtedness, including any and all extensions, renewals, amendments, modifications, and supplements thereof or thereto:

1. The Promissory Note;
2. The following security documents:
 - (a) A Junior Mortgage from Napleton Investment Partnership, LP (the Partnership) to Lender (the **5800 95th Street Mortgage**) creating a junior lien on certain real property legally described in Exhibit A to the 5800 95th Street Mortgage (the **5800 95th Street Premises**);
 - (b) A Junior Mortgage from The Partnership to Lender (the **Cal City Mortgage**) creating a junior lien on certain real property legally described in Exhibit A to the Cal City Mortgage (the **Cal City Premises**);
 - (c) A Junior Mortgage from the Partnership to Lender (the **Elmhurst Mortgage**) creating a junior lien on certain real property legally described in Exhibit A to the Elmhurst Mortgage (the **Elmhurst Premises**);
 - (d) A Junior Mortgage from the Partnership to Lender (the **6701 95th Street Mortgage**) creating a junior lien on certain real property legally described in Exhibit A to the 6701 95th Street Mortgage (the **6701 95th Street Premises**);
 - (e) A Junior Assignment of Leases and Rents of even date herewith from the Partnership to Lender (the "5800 95th Street Assignment");
 - (f) A Junior Assignment of Leases and Rents of even date herewith from the Partnership to Lender (the **Cal City Assignment**);
 - (g) A Junior Assignment of Leases and Rents of even date herewith from the Partnership to Lender (the **Elmhurst Assignment**);
 - (h) A Junior Assignment of Leases and Rents of even date herewith from the Partnership to Lender (the **6701 95th Street Assignment**); and

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(i) A Junior Assignment of Leases and Rents of even date herewith from the Partnership to Lender (the Hinsdale Assignment).

(j) Uniform Commercial Code Financing Statements made by Borrower, as debtor, in favor of Mortgagee, as secured party;

(k) Hypothecation Agreement from Mortgagor to Lender;

(l) Hypothecation Agreement from the Partnership to Lender for the 5800 95th Street Premises;

(m) Hypothecation Agreement from the Partnership to Lender for the Cal City Premises;

(n) Hypothecation Agreement from the Partnership to Lender for the Elmhurst Premises; and

(q) Hypothecation Agreement from the Partnership to Lender for the 6701 95th Street Premises .