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This instrument prepared by and
after recording return to:

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Eugene "Gene" Moore Fee: \$84.50
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05-0276

**CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

(RAINBO HOMES II, L.L.C. - 4836-4850 NORTH CLARK STREET, CHICAGO, IL)

This **CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "Mortgage") dated as of July 21, 2005, is executed and delivered by and between **RAINBO HOMES II, L.L.C.**, an Illinois limited liability company (the "Mortgagor"), with a mailing address of c/o Metropolitan Development Enterprises, Inc., 7855 Gross Point Road, Suite 1A, Skokie, Illinois 60077, Attention: Pawel Hardej, and **OHIO SAVINGS BANK**, a federal savings bank (the "Lender"), whose mailing address is Commercial/Construction Lending Department, 200 Ohio Savings Plaza, 1801 East Ninth Street, Mail Code OH99-0204, Cleveland, Ohio 44114, under the circumstances summarized in the following recitals:

A. In consideration of a revolving line of credit in the amount of TWENTY MILLION and No/100 Dollars (\$20,000,000.00) (the "Loan") made by Lender to Mortgagor, Mortgagor has executed and delivered to Lender a certain Revolving Mortgage Note of even date herewith in the principal amount of the Loan as aforesaid (the "Note"), which Note accrues interest at a variable rate as provided therein, the terms of which are incorporated herein by this reference. Advances made under the Note shall be in the form of a continual revolving credit whereby advances may be made, repaid and readvanced from time to time; provided that the maximum total disbursements which may be disbursed thereunder shall not exceed Thirty-Seven Million One Hundred Thirty-Three Thousand Two Hundred Eighty-One and No/100 Dollars (\$37,133,281.00) or such lesser amount as may be permitted by the terms of that certain Construction Loan Agreement by and between Lender and Borrower.

B. This Mortgage secures the payment of the unpaid principal balance of the Note, together with interest as therein provided and all other obligations of Mortgagor pursuant to the Note, this Mortgage, the Construction Loan Agreement of even date herewith between Lender

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and Mortgagor (the "**Loan Agreement**") and all other documents or instruments evidencing or securing the Loan or otherwise executed in connection with the Loan by any Mortgagor and any partial or total extensions, renewals, modifications, amendments, restatements, replacements or substitutions thereof or therefor (collectively referred to herein as the "**Loan Documents**").

C. It is intended that this Mortgage shall secure unpaid balances of advances made after this Mortgage is recorded in the applicable real property records.

NOW, THEREFORE, in consideration of the Loan made by Lender to Mortgagor, as evidenced by the Note, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of securing: (i) all payments to be made by Mortgagor pursuant to the Note, the Mortgage and/or any other Loan Document, (ii) all future or additional advances made at the option of Lender, as contemplated herein, (iii) all amounts advanced or costs incurred by Lender for the protection of the Mortgaged Property (as hereinafter defined) or the enforcement of this Mortgage, the Note, and/or any other Loan Document (except for the Unsecured Environmental Indemnity Agreement of even date herewith), (iv) any other cost or expense which, by the terms of this Mortgage, the Note and/or any other Loan Document (except for the Unsecured Environmental Indemnity Agreement of even date herewith), may be the subject of reimbursement to Lender by Mortgagor, and (v) the performance and observance of each covenant and agreement of Mortgagor contained in this Mortgage, the Note, and/or any other Loan Document (except for the Unsecured Environmental Indemnity Agreement of even date herewith), Mortgagor does hereby irrevocably grant, bargain, sell, convey, assign and transfer unto Lender for the benefit of Lender, its successors and assigns, the following property whether now owned or hereafter acquired (the "**Mortgaged Property**"):

(a) The land described in Exhibit "A" attached hereto (the "**Land**"), which shall be developed to contain 127 residential mid-rise condominiums and townhouses (each a "**Unit**") and 169 parking spaces (each a "**Parking Space**"), consisting of approximately 2.23 acres of vacant real estate, together with all buildings, structures, additions, improvements, facilities, fixtures and other property, now or hereafter located in, upon or under, or based at, such Land (the "**Premises**");

(b) All easements, rights of way or uses, licenses, privileges, franchises, servitudes, tenements, hereditaments and appurtenances now or hereafter belonging or in any way appertaining thereto, including, without limitation, all right, title and interest of Mortgagor in any street, alley, or sidewalk, open or proposed, and in front of, adjoining, adjacent or contiguous thereto, and all rights and estates in reversion or remainder;

(c) Subject to the rights of Lender under Section 21 hereof, all leases, rentals, revenues, payments, repayments, income, charges, moneys, issues and profits thereof;

(d) The proceeds from any insurance or condemnation award pertaining thereto, or compensation in lieu thereof, including, but not limited to, any award or compensation for the alteration or any other injury to, or decrease in the value of, the Mortgaged Property;

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(e) All of Mortgagor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like, all sewer taps, permits and allocations, and all agreements for utilities, bonds, sureties and the like, relating to the Premises or appurtenant facilities erected or to be erected upon or about the Land;

(f) All contracts and other agreements for the sale of any of the Mortgaged Property or any part thereof or interest therein, now or hereafter entered into by Mortgagor, and all right, title and interest of Mortgagor thereunder, including, without limitation, all right, title and interest of Mortgagor in cash or securities deposited thereunder to secure the performance by the contract purchasers of their obligations thereunder, and including, without limitation, the right to receive and collect the proceeds thereof;

(g) All of Mortgagor's rights, powers and privileges (but not the burdens and obligations) under any construction contract or architect's (or engineer's) agreement now or hereafter entered into by Mortgagor relating to the Mortgaged Property, and all bonds and surety agreements related thereto;

(h) All contracts and other agreements, if any, relating to the sale, lease, brokerage, development, management, maintenance and/or operation of the Mortgaged Property (or of any part thereof or interest therein) or otherwise pertaining thereto, including, without limitation, franchise agreements;

(i) All rights of Mortgagor under any commitment for any other loan secured by the Mortgaged Property or any part thereof or interest of Mortgagor therein;

(j) All right, title and interest of Mortgagor in all tradenames, trademarks and/or servicemarks hereinafter used in connection with the Mortgaged Property, and all contract rights and contracts, franchise agreements, general intangibles, actions and rights of action, accounts, deposit accounts, instruments, letter of credit rights, supporting obligations, investment property, documents, chattel paper, deposits, prepaid expenses, permits, and licenses, owned by Mortgagor and used in connection with or related to the Mortgaged Property or in the possession or control of Lender;

(k) All machinery, apparatus, equipment, fittings, fixtures, inventory, appliances, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon said Premises or any part thereof, owned by Mortgagor and used or useable in connection with any present or future operation of said Premises (herein collectively called "**Equipment**"), including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, communications, air-conditioning and air-cooling equipment or apparatus, engines, pipes, pumps, tanks, motors, conduits, switchboards, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, and all of the right, title and interest of Mortgagor in and to any Equipment which may be subject

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to any conditional bill of sale, chattel mortgage or security interest superior to the lien or security interest established by this Mortgage;

(l) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(m) All proceeds, additions, replacements and substitutions of and to any of the foregoing.

TO HAVE AND TO HOLD the Mortgaged Property unto Lender, and its successors and assigns, upon the terms, provisions and conditions herein set forth.

Section 1. Representations and Warranties. Mortgagor represents and warrants that: (i) Mortgagor is lawfully seized with good and marketable title in fee simple absolute to the Mortgaged Property, free and clear of all liens and encumbrances whatsoever, except general and special taxes and assessments that are not delinquent, and those matters set forth in Exhibit "B" attached hereto (hereinafter "**Permitted Encumbrances**"), and has good and marketable title to all personal property included in the Mortgaged Property, subject only to the Permitted Encumbrances; (ii) it has full right, power and authority to bargain, sell, mortgage and convey the Mortgaged Property as herein provided; and (iii) except as expressly provided above, it will warrant to Lender, and defend for the benefit of Lender, such title to the Mortgaged Property and the lien and interest of Lender therein and thereon against all claims and demands whatsoever, and will maintain the priority of the lien of, and the security interest granted by, this Mortgage upon the Mortgaged Property until Mortgagor shall be entitled to defeasance as provided herein.

Section 2. After-Acquired Property. All property of every kind acquired by Mortgagor after the date hereof, and located at, on or under the Premises, shall, without further mortgage, conveyance or assignment, become subject to the lien of this Mortgage as fully as though now owned by Mortgagor and specifically described herein. Nevertheless, Mortgagor shall take such actions and execute and deliver such additional instruments as Lender shall reasonably require to further evidence or confirm the subjection of any such property to the lien of this Mortgage.

Section 3. Payment of Indebtedness. Mortgagor will pay the indebtedness secured hereby in the manner and at the times provided herein and/or in the Note or any other Loan Document, and, until the indebtedness secured hereby is fully paid, will comply with all of the covenants, terms and provisions contained herein, in the and in all of the other Loan Documents.

Section 4. Loan Advances. Advances made under the Note shall be in the form of a continual revolving credit whereby advances may be made, repaid and readvanced from time to time. Lender shall maintain an account on its books (the "**Loan Account**"), which shall evidence at all times the amount from time to time outstanding under the Note. This Mortgage secures the unpaid balances of all advances or readvances made under the Note, this Mortgage, or any other Loan Document. It is also expressly provided for and agreed that this Mortgage secures said future advances and readvances, whether such advances and readvances are obligatory or to be made at the option of Lender or otherwise, to the same extent as if such future

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advances and readvances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage or no indebtedness outstanding at the time any advance or readvance is made. All provisions of this Mortgage shall apply to any future advances or readvances made pursuant to the provisions of this Section.

Section 5. Continuing Lien. Mortgagor expressly agrees that any and all of the Mortgaged Property, howsoever and whensoever acquired, received or arising, shall secure any and all obligations, howsoever and whensoever incurred, without apportionment between obligations of Mortgagor to Lender under or with respect to any of the Loan Documents. Accordingly, all of the Mortgaged Property is mortgaged, assigned and conveyed, and a security interest in favor of Lender is granted therein, to secure (a) the entire indebtedness which may be owed to Lender from time to time pursuant to the Note or any other Loan Document, and (b) all other obligations of Mortgagor under or with respect to any of the Loan Documents, and in no manner shall the rights of Lender in all or any portion of the Mortgaged Property be limited by virtue of the fact that any portion of the Mortgaged Property may have been (1) mortgaged, assigned and conveyed to Lender, or a security interest in favor of Lender granted therein, or (2) placed in the possession or control of Lender ancillary to the making of a particular advance hereunder or the incurrence of any other obligation, and Lender shall have the right, in its sole and absolute discretion, to determine the order in which its rights in or remedies against any Mortgaged Property are to be exercised, which types or portions of Mortgaged Property are to be proceeded against, and the order of application of proceeds of Mortgaged Property as against any particular obligation.

Upon the sale, exchange or other disposition of any of the Mortgaged Property, the lien and security interest created and provided for herein shall, without break in continuity and without further formality or act, continue in and attach to the instruments for the payment of money, accounts receivable, contract rights and all other cash and non-cash proceeds of such sale, exchange or disposition. Lender's right to proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Lender to Mortgagor's sale, exchange or other disposition of any or all of the Mortgaged Property except as expressly authorized in the Loan Documents or consented to in writing by Lender.

The lien, security interests and rights granted to Lender hereunder shall continue in full force and effect until expressly released by Lender.

Section 6. Hazardous Substances.

(a) Mortgagor hereby warrants and represents that neither Mortgagor nor any other person or entity has ever generated, used or disposed of any Hazardous Substance (as defined below) from or in connection with the Mortgaged Property or used the Mortgaged Property as a storage facility for any Hazardous Substance.

(b) Mortgagor hereby represents, warrants and certifies to Lender that, to Mortgagor's knowledge: (i) there are no above ground storage tanks ("ASTs") or underground storage tanks ("USTs") at, upon, over or under the Mortgaged Property which are subject to the notification requirements under Section 9002 of the Solid Waste Disposal Act, as amended (42

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U.S.C. §6901); (ii) there is no facility located on or at the Mortgaged Property which is subject to the reporting requirements of Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986, as amended, and the federal regulations promulgated thereunder (42 U.S.C. §11022), (iii) during the periods of ownership of the Mortgaged Property by Mortgagor, and prior to Mortgagor's acquisition of its interest therein, there have been no ASTs or USTs at, upon, over or under the Mortgaged Property, and (iv) Mortgagor will not cause or allow any ASTs or USTs to be installed at, upon, over or under the Mortgaged Property.

(c) Mortgagor hereby agrees to indemnify Lender and hold Lender harmless from and against any and all losses, liabilities (including, without limitation, strict liability), damages, injuries, expenses (including, without limitation, reasonable attorneys' and paralegals' fees), costs of any settlement or judgment, and claims, of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Lender by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence, usage, storage, generation or disposal on or under or in connection with the Mortgaged Property, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Mortgaged Property, of any Hazardous Substance (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including, without limitation, reasonable attorneys' and paralegals' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, under any so called Federal, state or local "superfund" or "superlien" law, or under any statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance), regardless of whether such occurrence was within the control of Lender, unless caused as a result of an act of Lender during Lender's possession of the Mortgaged Property.

(d) For purposes of this Section 6, "**Hazardous Substance**" shall mean and include those elements or compounds which are from time to time contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("**EPA**") and the list of toxic pollutants designated by Congress or the EPA, or defined by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(e) If Mortgagor receives any notice of (i) the happening of any event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on, or in connection with, the Mortgaged Property, or in connection with operations thereon, or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting or related to the Mortgaged Property (an "**Environmental Complaint**") from any person or entity (including without limitation the EPA), then Mortgagor shall immediately notify Lender orally and in writing of said notice.

(f) Lender shall have the right but not the obligation, and without limitation of Lender's rights under this Mortgage, to enter onto the Mortgaged Property or to take such actions as Lender deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Substance or Environmental Complaint following receipt of any notice from any individual or entity (including, without limitation, the

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EPA) asserting the existence of any Hazardous Substance or any Environmental Complaint pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in the absolute and sole opinion of Lender, could jeopardize Lender's security under this Mortgage. All reasonable costs and expenses incurred by Lender in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

(g) Lender shall have the right, in its reasonable discretion, to require Mortgagor to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at Mortgagor's expense) an environmental audit and, if deemed necessary by Lender, an environmental risk assessment, each of which must be satisfactory to Lender, of the Mortgaged Property and of hazardous waste management practices and/or hazardous waste disposal sites used in connection with operations conducted at the Mortgaged Property. Said audit and/or risk assessment must be conducted by an environmental consultant reasonably satisfactory to Lender. Should Mortgagor's environmental consultant fail to perform said environmental audit and/or risk assessment within thirty (30) days after Lender's written request to Mortgagor, Lender shall have the right, but not the obligation, to retain an environmental consultant to perform said environmental audit and/or risk assessment. All costs and expenses incurred by Lender in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand or charged to the balance of the Loan, at the discretion of Lender.

(h) Any breach of any warranty, representation or agreement contained in this Section 6 shall be an Event of Default under this Mortgage and shall entitle Lender to exercise any and all remedies provided in this Mortgage or otherwise permitted by law or equity. The provisions of this Section 6 shall survive satisfaction, release or foreclosure of this Mortgage and shall inure to the benefit of any transferee of title to the Mortgaged Property through foreclosure of the Mortgage or any Loan Document, through any trustee's sale of the Mortgaged Property or through deed in lieu thereof (but only to the extent such transferee is Lender, its successor, an assignee of the Note, a participant of any of the foregoing, or an affiliate or entity related to any of the foregoing).

Section 7. Uniform Commercial Code Security Agreement

(a) This Mortgage shall be deemed a "**Security Agreement**" as in effect from time to time in the State of Illinois (the "**Illinois Uniform Commercial Code**") and creates a security interest in favor of Lender in all property including, without limitation, all personal property, fixtures and goods affecting property either referred to or described herein or in any way connected with the use or enjoyment of the Mortgaged Property. The remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein or by general law or, as to such part of the security which is also reflected in any Financing Statement filed to perfect the security interest herein created, by the specific statutory consequences now or hereinafter enacted and specified in the Illinois Uniform Commercial Code, all at Lender's sole election. Mortgagor and Lender agree that the filing of such a Financing Statement in the records normally having to do with personal property shall not be construed as in any way derogating from or impairing the intention of the parties hereto that everything used in connection with the production of income from the Premises or adapted for

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use therein or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Lender, or (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of (1) the rights in or the proceeds of any fire or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use or occupancy of the Mortgaged Property whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of Lender under this Mortgage or impugning the priority of the Lender's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Lender in the event any court or judge shall at any time hold with respect to (1), (2) and (3) that notice of Lender's priority of interest to be effective against a particular class of persons, including, but not limited to, the Federal Government and any subdivisions or entity of the Federal Government, must be filed in the Illinois Uniform Commercial Code records.

(b) Mortgagor shall execute, acknowledge and deliver to Lender, within ten (10) days after request by Lender, any and all security agreements and any other similar security instruments reasonably required by Lender, in form and of content reasonably satisfactory to Lender, covering all property of any kind whatsoever owned by Mortgagor that, in the reasonable opinion of Lender, is essential to the operation of the Mortgaged Property and concerning which there may be any doubt whether title thereto has been conveyed, or a security interest therein perfected, by this Mortgage under the laws of the state in which the Premises are located. Mortgagor agrees to cooperate and join with Lender in taking such steps as are necessary, in Lender's judgment, to perfect or continue the perfected status of the security interests granted hereunder, including, without limitation the execution and delivery of any financing statements, amendments thereto, continuation statements, affidavits, certificates or other documents as Lender may request in order to perfect, preserve, maintain, continue and extend such security instruments. Mortgagor further agrees to pay to Lender all fees, costs and expenses (including, without limitation, all reasonable attorneys' fees and expenses and court costs) incurred by Lender in connection with the preparation, execution, recording, filing and re-filing of any such document. Lender may at any time and from time to time, file financing statements, continuation statements and amendments thereto that describe the property of Mortgagor in particular or as all assets of Mortgagor or words of similar effect and which contain any other information required by the Illinois Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor. Mortgagor agrees to furnish any such information to Lender promptly upon request. Any such financing statements, continuation statements or amendments may be filed by Lender on behalf of Mortgagor, and may be filed at any time in any applicable jurisdiction whether or not Revised Article 9 of the Uniform Commercial Code is then in effect in that jurisdiction.

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(c) Mortgagor shall, at any time and from time to time, take such steps as Lender may require for Lender to insure the continued perfection and priority of Lender's security interest in any of Mortgagor's property and of the preservation of its rights therein.

Section 8. Fixture Financing Statement. From the date of its recording, this Mortgage shall be effective as a fixture financing statement with respect to all goods constituting part of the Mortgaged Property which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

Name and Address of Mortgagor: Rainbo Homes II, L.L.C.
 c/o Metropolitan Development Enterprises,
 7855 Gross Point Road, Suite 1A,
 Skokie, Illinois 60077
 Attention: Pawel Hardej

and

Name and Address of Lender: Ohio Savings Bank
 200 Ohio Savings Plaza
 1801 East Ninth Street
 Mail Code OH99-0204
 Cleveland, Ohio 44114
 Attention: Frank J. Bologna
 Senior Executive Vice President

This document covers goods which are or are to become fixtures.

Section 9. Interest Laws. It being the intention of Lender and Mortgagor to comply with the laws of the State of Illinois, it is agreed that notwithstanding any provision to the contrary in the Note, this Mortgage or any of the other Loan Documents, no such provision shall require the payment or permit the collection of any amount ("~~Excess Interest~~") in excess of the maximum amount of interest permitted by law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness evidenced by the Note. If any Excess Interest is provided for, or is adjudicated to be provided for, in the Note, this Mortgage or any of the other Loan Documents, then in such event: (a) the provisions of this Section 9 shall govern and control; (b) neither Mortgagor nor any other party obligated under the terms of the Note or any of the other Loan Documents shall be obligated to pay any Excess Interest; (c) any Excess Interest that Lender may have received hereunder shall, at the option of Lender, be (i) applied as a credit against the then unpaid principal balance under the Note, accrued and unpaid interest thereon not to exceed the maximum amount permitted by law, or both, (ii) refunded to the payor thereof, or (iii) any combination of the foregoing; (d) the Interest Rate (as that term is used in the Note) shall be subject to automatic reduction to the maximum lawful contract rate allowed under the applicable usury laws of the aforesaid state, and the Note, this Mortgage, and the other Loan Documents shall be deemed to be automatically reformed and modified to reflect such reduction in the Interest Rate; and (e) neither Mortgagor nor any other party obligated under the terms of the Note or any of the other Loan Documents shall have any

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action against Lender for any damages whatsoever arising out of the payment or collection of any Excess Interest.

Section 10. Maintenance and Use of Mortgaged Property. Mortgagor, at its expense, shall keep the Mortgaged Property in good order and in a clean and safe condition (ordinary wear and tear excepted), and shall make all necessary or appropriate repairs, replacements, restorations and renewals thereof, including, without limitation, interior, exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. Mortgagor shall not do, or permit to be done, any act or thing which might impair the value or usefulness of the Mortgaged Property or any part thereof, shall not commit or permit any waste of the Mortgaged Property or any part thereof, and shall not permit any unlawful occupation, business or trade to be conducted on the Mortgaged Property or any part thereof. Mortgagor shall also, at its expense, promptly comply with all rights of way, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments, restrictions of record and appurtenances that are a part of, or that burden, the Mortgaged Property.

Section 11. Compliance with Legal and Insurance Requirements. Mortgagor, at its expense, shall promptly comply with all Legal Requirements and Insurance Requirements, and shall procure, maintain and comply with all permits, licenses and other authorizations required for the construction, installation, operation, maintenance and use of the Mortgaged Property. As used in this Section, "**Legal Requirements**" means all laws, statutes, codes, acts, ordinances, resolutions, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental entities, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen and unforeseen, and ordinary or extraordinary, which now or at any time hereafter may be applicable to the Mortgaged Property or any part thereof, or to any use or condition of the Mortgaged Property or any part thereof, and "**Insurance Requirements**" means all provisions of any insurance policy covering or applicable to the Mortgaged Property or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Mortgaged Property or any part thereof, or to any use or condition thereof. Mortgagor may, at its expense and after prior written notice to Lender, contest in good faith, by appropriate legal proceedings, any Legal Requirement, and postpone compliance therewith pending the resolution or settlement of such contest, provided that (i) such postponement does not, in the reasonable opinion of Lender, adversely affect the condition, or value of, or the lien of this Mortgage as to, any part of the Mortgaged Property, and (ii) Mortgagor deposits in escrow with Lender, pending such contest, moneys sufficient in amount to cover the cost of compliance with the Legal Requirement so contested.

Section 12. Alterations, Additions and Demolition. Mortgagor may, at its expense, make from time to time additions, modifications and/or improvements to the Mortgaged Property, provided that the proposed work shall not adversely affect the structural integrity or strength of any improvements constituting a part of the Mortgaged Property or materially interfere with the use and operation thereof. If so requested, Mortgagor shall submit to Lender the opinion of a licensed engineer, satisfactory to Lender, certifying that such addition, modification or improvement does not so affect the improvements or so interfere with the use

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and operation thereof. All additions, modifications and improvements so made by Mortgagor shall become or be deemed to constitute a part of the Mortgaged Property.

Section 13. Substitutions and Removals. If any item of personal property constituting a part of the Mortgaged Property becomes inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, or should be replaced, Mortgagor may remove such item, provided that Mortgagor shall either:

(a) Prior to or simultaneously with such removal, substitute other personal property having equal or greater value as such removed personal property (but not necessarily the same function) as part of the Mortgaged Property, and install such other personal property in the operation of the Mortgaged Property, which such substituted property shall be free from all liens and encumbrances (other than Permitted Encumbrances) and shall become part of the Mortgaged Property; or

(b) In the case of removal of any of the Mortgaged Property without substitution, promptly pay to Lender an amount equal to (i) the proceeds of such sale or the scrap value thereof, if the removed property is sold or scrapped, or (ii) if the removed property is used as a trade-in for property not to be installed as part of the Mortgaged Property, the trade-in credit received by Mortgagor, or (iii) in the case of the retention of such removed property by Mortgagor for other purposes, the fair market value of such property, as determined by a licensed engineer satisfactory to Lender.

Mortgagor shall promptly report to Lender each such removal, sale or other disposition, and shall pay to Lender such amounts as are required by the provisions of Subsection 13(b) above promptly after the sale, trade-in or other disposition requiring such payment; provided that no such report and payment need be made until the amount to be paid to Lender on account of all such sales, trade-ins or other dispositions not previously reported aggregates at least Five Thousand and No/100 Dollars (\$5,000.00) in any consecutive twelve-month period. Lender shall apply such moneys to the payment of principal installments on the Note, as provided therein, within Lender's sole discretion.

Section 14. Payment of Taxes and Other Governmental Charges. Mortgagor shall pay promptly when due all taxes, assessments (whether general or special), and other governmental charges of any kind whatsoever, foreseen or unforeseen, and ordinary or extraordinary, that now or may at any time hereafter be imposed, assessed or levied against or with respect to the Mortgaged Property or any part thereof, (including, without limitation, any taxes levied upon or with respect to the revenues, income or profits of Mortgagor from the Mortgaged Property) or upon Lender's interest therein (without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon Lender). Within ten (10) business days before they become delinquent, Mortgagor shall provide Lender with satisfactory evidence of payment of real estate taxes or assessments relating to the Mortgaged Property.

If at any time applicable law shall require Federal, state and/or local revenue stamps to be affixed to the Note, Mortgagor shall pay for the same, together with any interest or penalties imposed in connection therewith. In the event of the passage after the date of this Mortgage of any Federal, state or local law that deducts from the value of real property for the purposes of

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taxation any lien thereon, or that changes in any way the laws or the taxation of deeds of trust or debts secured by deeds of trust for Federal, State or local purposes, or the manner of the collection of any such taxes, and that imposes a tax, either directly or indirectly, on this Mortgage, the Note, any other indebtedness secured hereby or any instrument securing the indebtedness secured hereby, the holder of this Mortgage and of the debt which it secures shall have the right to declare the debt secured by this Mortgage and any interest thereon due on a date to be specified in a written notice to be given to Mortgagor by Lender, which date shall be not less than thirty (30) days after the date of the notice; provided, however, that such election shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax, in addition to all other payments required hereunder, and if Mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the Mortgaged Property, and such agreement shall constitute a modification of this Mortgage.

Mortgagor may, at its expense and after prior notice to Lender, by appropriate proceedings diligently prosecuted, contest in good faith the validity or amount of any such taxes, assessments and other charges and, during the period of such contest, permit the items so contested to remain unpaid. However, if at any time Lender shall notify Mortgagor that, in its reasonable opinion, by nonpayment of any such items the lien of the Mortgage as to any part of the Mortgaged Property will be adversely affected, or the nonpayment of any such items will result in the creation of a lien upon the Mortgaged Property, Mortgagor shall promptly pay such taxes, assessments or charges. During the period when the taxes, assessments or other charges so contested remain unpaid, Mortgagor shall deposit in escrow with Lender moneys equal in amount to the amount of such contested taxes, assessments or charges.

Section 15. Required Insurance Coverage.

(a) Prior to the commencement of the installation and construction of any buildings, structures, additions, facilities, fixtures or other improvements included in the Mortgaged Property (excluding such improvements as are not insured by standard builder's risk policies, such as excavations, underground foundations, underground utilities and footings below ground level) (collectively, the "Insurable Improvements"), Mortgagor shall obtain and continuously maintain, until the Mortgaged Property is released from the lien of this Mortgage or insured pursuant to Section 15(b) below, insurance, including theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal coverage, and such other coverage(s) as Lender may reasonably require, in amounts approved by Lender, but not less than one hundred percent (100%) of the full insurable replacement cost of the Insurable Improvements without regard for depreciation and with an inflation rider, duly endorsed to show the interest of Lender under a standard non-contributing co-Lender or mortgagee clause, and under a loss payee clause.

(b) Mortgagor shall keep all Mortgaged Property not included in any insurance obtained pursuant to Section 15(a) above continuously insured for the benefit of Lender against loss or damage by fire and other hazards included in a standard fire insurance policy with an extended coverage endorsement, including theft, vandalism, malicious mischief, collapse and debris removal coverage, and such other coverage(s) as Lender may reasonably require, duly endorsed to show the interest of Lender under a standard non-contributing Lender clause, in an amount equal to the replacement value of the Insurable Improvements, without

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regard to depreciation and with an inflation rider. If any of the Insurable Improvements are located within a hazardous flood area as designated by any governmental authority, Mortgagor shall obtain and continuously maintain flood insurance coverage in the maximum amount available, with appropriate endorsements thereto, providing for Lender's interest in the same manner as in the standard fire insurance for the Mortgaged Property.

(c) Mortgagor shall obtain and continuously maintain single limit comprehensive general accident and public liability insurance in minimum amounts of Two Million and No/100 Dollars (\$2,000,000.00), and naming Lender as an additional insured, and Lender may, in its discretion, require such increases in coverage as it deems necessary or advisable as a result of the operations conducted by Mortgagor on the Mortgaged Property and/or the insurance coverage carried by other entities conducting similar operations.

(d) All insurance required to be obtained and maintained pursuant to this Mortgage shall be obtained from generally recognized, responsible insurance companies qualified or licensed to transact such business in the State of Illinois and otherwise satisfactory to Lender. Each policy of insurance shall not be subject to cancellation or substantial modification without at least thirty (30) days prior written notice to Lender. The loss deductible provision for each such insurance policy shall not exceed Ten Thousand and No/100 Dollars (\$10,000.00).

(e) Mortgagor shall deposit with Lender all such policies of insurance or, at the option of Lender, binders, certificates or other evidence satisfactory to Lender that (i) the insurance required hereby has been obtained and is in full force and effect, and (ii) all premiums thereon have been paid in full. Prior to the expiration of any such insurance, Mortgagor shall furnish Lender with evidence, satisfactory to Lender, that such insurance has been renewed or replaced and that all premiums thereon have been paid in full, and all insurance policies required hereby are in full force and effect.

(f) Subject to Section 20 hereof, Mortgagor hereby assigns to Lender all of Mortgagor's right, title and interest in and to all such policies of insurance and in and to all insurance proceeds resulting therefrom to the full extent of the indebtedness secured hereby, authorizes Lender to collect, adjust and compromise all claims under such insurance policies, and further authorizes and directs the insurer to pay any and all such proceeds directly to Lender. Lender may, at its option, collect, adjust and compromise any claims under any such insurance policies. In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Property shall succeed to all of the rights of Mortgagor (including any right to unearned premiums) in and to all policies of insurance assigned to Lender pursuant hereto.

(g) Mortgagor shall maintain, or cause to be maintained, in connection with the Mortgaged Property any workers' compensation coverage required by the laws of the State of Illinois. Mortgagor shall also maintain liability insurance coverage to insure against any liability or risks on or at the Mortgaged Property not covered by workers' compensation coverage or the other insurance coverage required by this Section.

(h) COLLATERAL INSURANCE. UNLESS MORTGAGOR PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS MORTGAGE, LENDER MAY PURCHASE INSURANCE AT

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MORTGAGOR'S EXPENSE TO PROTECT LENDER'S INTERESTS IN THE MORTGAGED PROPERTY. THIS INSURANCE MAY, BUT NEED NOT, PROTECT MORTGAGOR'S INTERESTS IN THE MORTGAGED PROPERTY. THE COVERAGE PURCHASED BY LENDER MAY NOT PAY ANY CLAIMS THAT MORTGAGOR MAKES OR ANY CLAIM THAT IS MADE AGAINST MORTGAGOR IN CONNECTION WITH THE MORTGAGED PROPERTY. MORTGAGOR MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT MORTGAGOR HAS OBTAINED INSURANCE AS REQUIRED BY THIS MORTGAGE. IF LENDER PURCHASES INSURANCE FOR THE MORTGAGED PROPERTY, MORTGAGOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE INDEBTEDNESS SECURED. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE MORTGAGOR MAY BE ABLE TO OBTAIN ON ITS OWN.

Section 16. Taxes and Insurance Premiums. In order to more fully protect the security of this Mortgage, and if Lender shall so elect at any time after the occurrence of an Event of Default or an event which, with notice or lapse of time or both would constitute an Event of Default, Mortgagor shall pay to Lender, together with and in addition to each payment of principal and interest required by the Note, on a-twelfth (1/12th) of the amount (as estimated by Lender) of the annual taxes and annual insurance premiums next becoming due and payable with respect to the Mortgaged Property and the policies of insurance referred to in this Mortgage, and Mortgagor shall also pay to Lender on demand therefor the amount by which the actual taxes and insurance premiums exceed payments actually made pursuant hereto. Any unpaid balance of advances by Lender for taxes and/or insurance premiums shall bear interest at the Default Rate (as hereinafter defined) and, together with such interest, shall be secured by this Mortgage. Lender shall not be considered to be a fiduciary with respect to any amounts paid to or received by it pursuant to the terms of this Section, and shall not be liable for the payment of interest on all or any part of such funds.

Section 17. Disposition of Mortgaged Property; Liens and Encumbrances. Except as otherwise expressly permitted by Sections 13, 21 and 50 of this Mortgage, Mortgagor shall not sell, convey, assign, transfer, lease, or dispose of all or any part of the Mortgaged Property, or any interest therein, or enter into any agreement for any of the foregoing, in any case without the prior written consent of Lender. Mortgagor shall not directly or indirectly create or permit to remain, and will promptly discharge, any mortgage, lien, encumbrance or charge on, pledge of, security interest in, or conditional sale or other title retention agreement with respect to, all or any part of the Mortgaged Property, or any interest therein, or any revenues, income, profit or other sums arising from the Mortgaged Property or any part thereof (including, without limitation, any lien, encumbrance or charge as a result of the operation of law) other than: (i) the lien and security interest of this Mortgage; (ii) liens for taxes, assessments and other governmental charges which are not at the time required to be paid pursuant to Section 14 hereof; and (iii) the Permitted Encumbrances specified in Section 1 hereof, if any.

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Except as expressly set forth herein, if Mortgagor, without Lender's prior written consent, sells, leases, transfers, conveys, assigns, pledges (except for subordinate pledges), hypothecates or otherwise disposes of the title to all or any portion of the Mortgaged Property, whether by operation of law, voluntarily or otherwise, or any interest (beneficial or otherwise) thereto, or enters into any agreement to do any of the foregoing, Lender shall have the unqualified right, at its option, to accelerate the maturity of the Note, causing the entire principal balance, and accrued interest to be immediately due and payable. Without limiting the generality of the foregoing, each of the following events shall be deemed a sale, transfer, conveyance, assignment, pledge, hypothecation or other disposition prohibited by the foregoing sentence:

- (a) if Mortgagor is a limited liability company, any sale, conveyance, assignment or other transfer of all or any portion of the equity interest of any member of Mortgagor;
- (b) if Mortgagor is a corporation, any sale, conveyance, assignment or other transfer of all or any portion of the stock of such corporation, that results in a material change in the identity of the person(s) or entities in control of such corporation;
- (c) if Mortgagor is a partnership, any sale, conveyance, assignment or other transfer of all or any portion of the stock, partnership interest or membership interest in Mortgagor or any entity directly or indirectly in control of Mortgagor;
- (d) any hypothecation of all or any portion of any stock of, partnership interest or membership interest in Mortgagor, or of all or any portion of the stock, partnership interest or membership interest of any entity directly or indirectly in control of Mortgagor, unless expressly subordinated to the Loan and the liens created thereby; and
- (e) any merger or consolidation of Mortgagor with any other entity or any sale, assignment or other transfer of substantially all the assets of Mortgagor.

Any waiver by Lender of the provisions of this Section 17 shall not be deemed to be a waiver of the right of Lender in the future to insist upon strict compliance with the provisions hereof.

Section 18. Construction and Other Liens. Mortgagor shall not permit any construction, mechanics' or other liens to be filed or to exist against the Mortgaged Property or any part thereof, and Mortgagor shall, within sixty (60) days after the date of the filing of any such lien, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise satisfactory to Lender.

Section 19. No Claims Against Lender. Nothing contained in this Mortgage shall be construed as a request by Lender, expressed or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Property or any part thereof, or be construed to give Lender any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Property or any part thereof, or be construed to give Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any material or other property on behalf of Lender, or in such manner as to provide the basis for any claim either against Lender or that any lien based on

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the performance of such labor or services, or the furnishing of any such material or other property, is prior to the lien of this Mortgage.

Section 20. Damage, Destruction, Eminent Domain.

(a) Mortgagor shall promptly notify Lender in writing of any damage to or destruction of any part of the Mortgaged Property, and such notice shall include a description of the nature, extent and date of the damage, the estimated cost of repair, and the estimated net proceeds of insurance. Mortgagor shall promptly notify Lender in writing of any proposed, threatened or actual taking of or injury to any part of the Mortgaged Property pursuant to the use of the power of eminent domain, which notice shall include a description of the nature, extent and date of the taking or proposed taking and the estimated net proceeds of the condemnation award, or the price for conveyance under threat of condemnation.

(b) Mortgagor hereby assigns to Lender all of Mortgagor's right, title and interest in and to any and all such proceeds of insurance and/or eminent domain awards (including any amount paid for a conveyance under threat of condemnation), and all such proceeds shall be paid to Lender for application to Lender's costs of collection, any amounts then due pursuant to the Note or this Mortgage, and then to the prepayment, without premium, of principal; provided, however, that, subject to Subsection 20(c) below, and so long as (i) no Event of Default, or event which with notice or lapse of time or both would constitute an Event of Default, has occurred, and (ii) all sales agreements or purchase contracts relating to all or any portion of the Mortgaged Property shall continue in full force and effect or Mortgagor has obtained substitute sales agreements or purchase contracts satisfactory to Lender for any such agreements or contracts which have not continued, Lender shall permit all or any part of such insurance proceeds to be used for the purpose of repairing, replacing, restoring and rebuilding the Mortgaged Property as nearly as practicable to the value, condition and character thereof immediately prior to such damage or destruction, with such changes or alterations, however, as Mortgagor may deem necessary for proper use or operation of the Mortgaged Property and as may be approved by Lender, in accordance with Subsection 20(e) hereof.

(c) If (i) a significant portion (as determined by Lender in its sole discretion reasonably exercised) of any buildings, structures, additions, facilities or other improvements included in the Mortgaged Property is damaged or destroyed to such an extent that such improvements cannot be reasonably repaired, replaced or restored within a period of six (6) months to the condition thereof immediately preceding such damage or destruction, or (ii) title to, or the temporary use of a significant portion (as determined by Lender in its sole discretion reasonably exercised) of the Mortgaged Property shall have been taken to such an extent that (x) the Mortgaged Property cannot be reasonably repaired, replaced or restored within a period of six (6) months to a condition not substantially different from that existing prior to such taking, or (y) normal use and operation of the Mortgaged Property is prevented for a period of six (6) months or more, then, in any of such events, Lender may at its sole option, and within thirty (30) days after receiving notice of any such events, declare the entire indebtedness secured hereby to be due and payable, on a date not earlier than thirty (30) days after the date of such declaration, and thereupon the entire amount of said indebtedness shall be due and payable without premium on such date, and shall thereafter bear interest at the Default Rate (as hereinafter defined).

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(d) All prepayments of principal pursuant to Subsection (b) of this Section shall be made without premium or penalty in the inverse order of the maturity thereof, and shall not reduce the periodic installments thereafter becoming due.

(e) Unless any damage or destruction results in the exercise by Lender of its option pursuant to Subsection (c) of this Section, Mortgagor shall, regardless of the adequacy or availability of insurance proceeds, if any, promptly commence and complete the restoration, repair, replacement and rebuilding of the Mortgaged Property as nearly as practicable to the value, condition and character thereof immediately prior to such damage or destruction. Unless any taking results in the exercise by Lender of its option pursuant to Subsection (c) of this Section, Mortgagor shall, regardless of the adequacy or availability of proceeds of condemnation therefor, if any, promptly commence and complete the restoration, repair, replacement and rebuilding of the Mortgaged Property as nearly as practicable to the value, condition and character thereof immediately prior to such taking. Unless any damage or destruction results in the exercise by Lender of its option pursuant to Subsection (c) of this Section, and subject to the satisfaction of the conditions set forth in Subsection (b) of this Section, Lender shall make any insurance proceeds available for any such repair or restoration, and shall disburse such funds as work progresses in accordance with and subject to Lender's then normal and customary construction loan disbursement practices and procedures, provided that Lender may require Mortgagor either to deposit with Lender, for disbursement prior to the disbursement of any such insurance proceeds, the amount in addition to such available net proceeds of insurance that will be required (in Lender's judgment) to complete such repair or restoration, or to provide Lender with evidence, satisfactory to Lender, that such additional funds are available for such purposes.

Section 21. Leases; Assignment of Rents and Leases. Mortgagor hereby absolutely transfers and assigns to Lender all right, title and interest of Mortgagor in and to (a) all existing and future leases, subleases, licenses and other agreements for the use and occupancy of all or any part of the Mortgaged Property, whether written or oral and whether for a definite term or month to month, together with all guarantees of the lessee's obligations thereunder and together with all extensions, modifications and renewals thereof (hereinafter called the "**Leases**"), and (b) all income, receipts, revenues, rents, issues and profits now or hereafter arising from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, without limitation, room rents, minimum rents, additional rents, percentage rents, occupancy and user fees and charges, license fees, parking and maintenance charges and fees, tax and insurance contributions, proceeds of the sale of utilities and services, cancellation premiums, claims for damages arising from any breach of the Leases, proceeds from any sale or other disposition of all or any portion of the Mortgaged Property, and all other benefits arising from the use or enjoyment of, or the lease, sale or other disposition of, all or any portion of the Mortgaged Property, together with the immediate and continuing right to receive all of the foregoing (hereinafter called the "**Rents**"). The assignment of Rents and Leases contained herein shall be subject only to the conditional license granted by Lender to Mortgagor to collect such rentals, income and revenues during such times as no Event of Default shall have occurred hereunder. Mortgagor shall not enter into any Lease except with the prior written consent of Lender and pursuant to lease terms in form and substance satisfactory to Lender. Unless otherwise provided by written instrument signed by Lender, any and all Leases (other than Permitted Encumbrances, if any) shall be subordinated to this Mortgage. Concurrently with the execution and delivery hereof, and not in lieu of the provisions hereof, Mortgagor has also executed and delivered to

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Lender an assignment of its interests as lessor in all Leases and to all rentals, income and other revenues payable thereunder or derived therefrom, as additional collateral for the indebtedness hereby secured.

Mortgagor shall perform, fulfill, comply with and observe each and every covenant, agreement and condition to be performed, fulfilled, complied with and observed by Mortgagor as lessor under the Leases, and will not suffer or permit any default of Mortgagor as lessor thereunder to occur (except defaults which are duly cured within the time provided in the Leases for the curing thereof, if any).

Mortgagor shall not, and shall not have the right or power to, as against Lender without its consent, cancel, terminate, abridge or modify any Lease, accept a surrender thereof or accept prepayments of installments of rent or other sums due or to become due thereunder.

Section 22. Inspection. Lender, and its agents and employees, shall have the right to enter upon and inspect the Mortgaged Property at any and all reasonable times, after providing Mortgagor with notice thereof, for the protection of its interest in the Mortgaged Property and for such other purposes as may, in Lender's sole discretion, be necessary or desirable in connection with the exercise of Lender's rights hereunder.

Section 23. Indemnification. Mortgagor hereby protects, indemnifies and saves harmless Lender, its officers, directors, agents and employees, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses whether or not litigation has been commenced and in all trial, bankruptcy and appellate proceedings) imposed upon, incurred by, or asserted against Lender or any of such persons by reason of (a) ownership of any interest in the Mortgaged Property or any part thereof, (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, (c) any use, disuse or condition of the Mortgaged Property or any part thereof, or the adjoining sidewalks, curbs, vaults and vault space, if any, or any streets or ways, (d) any failure on the part of Mortgagor to perform or comply with any of the terms hereof, or any inaccuracy in any representation or warranty made by Mortgagor herein, (e) any defense of the right, title or interest conveyed by this Mortgage, (f) the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, (g) any subsidence or erosion of any part of the surface of the Mortgaged Property, including any shoreline or any bank of any river, stream, creek, canal, lake, ocean or other water source, or (h) the location or existence of asbestos or any toxic or hazardous waste, chemicals, materials or substance on, at, in or under the Mortgaged Property or any part thereof. If any action, suit or proceeding is brought against Lender, or any of its officers, directors, agents or employees, for any such reason, Mortgagor, upon the request of any such individual or entity, shall at Mortgagor's expense, cause such action, suit or proceeding to be resisted and defended by counsel satisfactory to Lender or such individual or entity. Any amounts payable to an indemnified person under this Section which are not paid within ten (10) days after written demand therefor shall bear interest at the Default Rate from the date of such demand, and such amounts, together with such interest, shall be indebtedness secured by this Mortgage. The obligations of Mortgagor under this Section shall survive any defeasance of the Mortgage.

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Section 24. Events of Default. Any one or more of the following events shall be an “**Event of Default**” under this Mortgage:

(a) Failure by Mortgagor or any co-maker or guarantor to pay any installment of principal, interest or premium under the Note within ten (10) calendar days after the same are due and payable, or any other indebtedness secured hereby as and when the same becomes due and payable, or the entire indebtedness secured hereby upon the maturity of the Note;

(b) Failure by Mortgagor or any co-maker or guarantor to observe or perform any other term, covenant or agreement contained herein, in the Note or in any other Loan Document that is not otherwise specifically set forth in this Section 24; provided, however, that if the failure is other than the payment of money, is not intentional or grossly negligent on the part of Mortgagor or any co-maker or guarantor, does not involve a breach of Sections 14, 15 or 17 of this Mortgage, and does not constitute an emergency in the sole opinion of Lender, such failure shall not constitute an Event of Default if: (i) Mortgagor or the appropriate co-maker or the guarantor institutes curative action and pursues such action to completion within thirty (30) days after written notice of such failure has been provided to Mortgagor by Lender; or (ii) the failure is of such a nature that it can be corrected but not within thirty (30) days after written notice thereof has been provided to Mortgagor by Lender, and Mortgagor or the appropriate co-maker or guarantor has within the aforesaid thirty (30) days instituted curative action and diligently and continuously pursues such action to completion, provided that such failure shall become an Event of Default if not cured within ninety (90) days after such written notice;

(c) Mortgagor or any co-maker or guarantor shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due; (ii) commence a proceeding under any Federal or state bankruptcy, insolvency, reorganization or other similar code or law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain pending for sixty (60) days; (iii) make an assignment for the benefit of its creditors; (iv) have a receiver or trustee or custodian appointed for it or for the whole or any substantial part of its property or for all or any part of the Mortgaged Property; or (v) adopt a plan of liquidation of its assets;

(d) Failure by Mortgagor or any co-maker or guarantor to pay any indebtedness or to observe or perform any terms, covenants or provisions contained in any note, mortgage, Mortgage, agreement or other obligation to Lender, and such failure is not cured within any applicable grace period;

(e) If any material adverse change shall occur in the financial condition of Mortgagor or any co-maker or guarantor at any time during the term of the Loan from the financial condition disclosed in statements heretofore presented to Lender, or if Mortgagor or any co-maker or guarantor or any member of Mortgagor (i) shall cease to exist or to be qualified to do or transact business in the State of Illinois or be dissolved, (ii) shall be a party to a merger or consolidation, (iii) shall issue stock of any type or series (if a corporation), (iv) shall sell all or substantially all of its assets, or (v) if an individual, should die, become incapacitated or adjudged incompetent;

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(f) If Mortgagor or any co-maker or guarantor is a corporation, any shares of stock of Mortgagor or any such co-maker or guarantor are issued, sold, transferred, conveyed, assigned, mortgaged, pledged, or otherwise disposed of, whether voluntarily or by operation of law, and whether with or without consideration, or any agreement for any of the foregoing is entered into; or, if Mortgagor or any co-maker or guarantor is a partnership, any general or limited partnership interest or other equity interest in such partnership is sold, transferred, assigned, conveyed, mortgaged, pledged or otherwise disposed of, whether voluntarily or by operation of law, and whether with or without consideration, or an agreement for any of the foregoing is entered into, or, if Mortgagor or any co-maker or guarantor is a limited liability company, any membership or other equity interest in such limited liability company is sold, transferred, assigned, conveyed, mortgaged, pledged or otherwise disposed of, whether voluntarily or by operation of law, and whether with or without consideration, or an agreement for any of the foregoing is entered into;

(g) Any shares of stock of any corporation that is a member of Mortgagor or of any co-maker or guarantor, or the managing member of a limited liability company that is a member of Mortgagor or of any co-maker or guarantor, are issued, sold, transferred, assigned, conveyed, mortgaged, pledged or otherwise disposed of, whether voluntarily or by operation of law, and whether with or without consideration, or any agreement for any of the foregoing is entered into, executed or delivered, or any general partnership interest in any general partnership that is itself a general partner of Mortgagor or of any co-maker or guarantor is sold, transferred, assigned, conveyed, mortgaged, pledged or otherwise disposed of, whether voluntarily or by operation of law, and whether with or without consideration, or any agreement for any of the foregoing is entered into;

(h) If any statement or representation contained in the loan application or any financial statements or other materials furnished to Lender prior or subsequent to the making of the Loan are discovered to have been false or incorrect or incomplete in any material respect;

(i) An action for foreclosure or marshalling of liens is commenced against all or any part of the Mortgaged Property; or

(j) A default occurs under any other mortgage or security agreement encumbering all or any part of the Mortgaged Property and the same is not cured within any applicable grace period, or Lender receives any notice which limits or may limit the amount of indebtedness that may be secured by this Mortgage.

Section 25. Right to Cure. If Mortgagor or any co-maker or guarantor fails to make any payment or perform any act required to be made or performed under this Mortgage, Lender, without demand upon Mortgagor or any co-maker or guarantor and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act for the account and at the expense of Mortgagor or any co-maker or guarantor, and may enter upon the Mortgaged Property or any part thereof for such purpose and take all such action thereon as, in Lender's sole opinion, may be necessary or appropriate therefor, all without prejudice to any other rights or remedies available to Lender. All payments so made by Lender and all costs, fees and expenses incurred in connection therewith or in connection with the performance by Lender of any such act, together with interest thereon at the Default Rate (as

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hereinafter defined) from the date of payment or incurrence, shall constitute additional indebtedness secured by this Mortgage and shall be paid by Mortgagor to Lender on demand.

Section 26. Remedies. If an Event of Default occurs, Lender may exercise any or all, or any combination of, the remedies conferred upon or reserved to it under this Mortgage or any other Loan Document, or now or hereafter existing at law or in equity or by statute. Without limitation, Lender may do one or more of the following:

(a) Declare the entire unpaid principal balance of the indebtedness secured hereby to be immediately due and payable, without notice or demand, the same being expressly waived by Mortgagor, and upon such declaration the entire indebtedness secured hereby shall become immediately due and payable and shall thereafter bear interest at a rate equal to five percent (5%) per annum in excess of the rate that would otherwise be applicable pursuant to the terms of the Note (the "**Default Rate**").

(b) Proceed at law or equity to collect all indebtedness secured by this Mortgage then due hereunder, whether at maturity or by acceleration.

(c) Foreclose the lien of this Mortgage as against all or any part of the Mortgaged Property in the manner provided by law for the foreclosure of a real property mortgage.

(d) Give such notice of Default and of election to cause the Mortgaged Property to be sold as may be required by law. Lender shall then record and give such notice of sale as then required by law and, after the expiration of such time as may be required by law, may sell the Mortgaged Property at the time and place specified in the notice of sale, as a whole or in separate parcels, or by Mortgagor to the extent required by law, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, all in accordance with applicable law. Lender, from time to time, may postpone or continue the sale of all or any portion of the Mortgaged Property by public declaration at the time and place last appointed for the sale. No other notice of the postponed sale shall be required. Upon any sale, Lender shall deliver its deed conveying the property sold, without any covenant or warranty, express or implied, to the purchaser or purchasers at the sale. The recitals in such deed of any matters or facts shall be conclusive as to the accuracy thereof. Any person, including Mortgagor and Lender, may purchase at the sale. In the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien on the remaining portion of the Mortgaged Property.

(e) Exercise any or all of the remedies of a secured party under the Uniform Commercial Code with respect to the personal property that is included within the Mortgaged Property. If Lender should proceed to dispose of any of such personal property in accordance with the provisions of the Uniform Commercial Code, five (5) days' notice by Lender to Mortgagor shall be deemed to be commercially reasonable notice under each provision of the Uniform Commercial Code requiring notice. Mortgagor, however, agrees that all property of every nature and description, whether real or personal, covered by this Mortgage, together with all personal property used on or in connection with the Premises or any business conducted thereon by Mortgagor and covered by separate security agreements, is encumbered as one unit,

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that this Mortgage and such security interests, at Lender's option, may be foreclosed or sold in the same proceeding, and that all property encumbered (both realty and personally), at Lender's option, may be sold as such in one unit as a going business, subject to the provisions of applicable law.

(f) Without regard to the adequacy of any security for the obligations secured hereby or the solvency of Mortgagor or any other person or entity, send notifications to any and all lessees and tenants under the Leases that all Rents shall be paid to Lender. Thereafter, Lender shall be entitled to collect the Rents until Mortgagor cures all Events of Default and may apply the Rents collected at its sole discretion to the maintenance of the Mortgaged Property and/or the payment of the obligations secured hereby.

Section 27. Waiver of Appraisal, Valuation. 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 Mortgaged Property, 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 after such sale claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon 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 units in the event of foreclosure. To the full extent permitted by law, Mortgagor hereby expressly waive any and all rights of redemption under the IMF Law (as hereinafter defined), on their 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 Lender, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, 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. Mortgagor acknowledges that the Premises do not constitute agricultural real estate as defined in Section 5/15-1201 of the IMF Law or residential real estate as defined in Section 5/15-1219 of the IMF Law.

Section 28. Appointment of Receiver.

(a) If an Event of Default occurs, Lender shall be entitled, to the extent permitted by law, as a matter of right and without regard to the value or condition of the Mortgaged Property or the adequacy thereof as security, and by *ex parte* proceedings without notice to Mortgagor, to the appointment of a receiver for all or any part of the Mortgaged Property, whether such receivership is incidental to a proposed sale of the Mortgaged Property or otherwise. The foregoing is agreed to, in part, in recognition of the fact that a delay in the

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management, development, disposition or other activity involving the Mortgaged Property may substantially adversely affect Lender's security or the value thereof. Upon appointment of said receiver, Mortgagor shall immediately deliver possession of all of the Mortgaged Property to such receiver. Neither the appointment of a receiver for the Mortgaged Property by any court at the request of Lender or by agreement with Mortgagor, nor the entering into possession of all or any part of the Mortgaged Property by such receiver, shall constitute the Lender a "mortgagee in possession" or otherwise make Lender responsible or liable in any manner with respect to the Mortgaged Property or the occupancy, operation or use thereof. Mortgagor agrees that Lender shall have the absolute and unconditional right to the appointment of a receiver in any independent and/or separate action brought by Lender regardless of whether Lender seeks any relief in such action other than the appointment of a receiver. Mortgagor hereby consents to the appointment of such receiver and covenants not to oppose any such appointment.

(f) Upon or at any time after the filing of any complaint to foreclose the lien of this Mortgage, the court may appoint upon petition of Lender, and at Lender's sole option, a receiver of the Mortgaged Property pursuant to the Illinois Mortgage Foreclosure Law, as amended (Illinois Compiled Statutes 735 ILCS 5/15-1101, et. seq.) (the "IMF Law"). Such appointment may be made either before or after sale, without notice; without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby; without regard to the value of the Mortgaged Property at such time and whether or not the same is then occupied as a homestead; without bond being required of the applicant; and Lender hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the IMF Law, including the power to take possession, control and care of the Mortgaged Property and to collect all rents, issues, deposits, profits and avails thereof during the pendency of such foreclosure suit and apply all funds received toward the indebtedness secured by this Mortgage, and in the event of a sale and a deficiency where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor or its devisees, legatees, administrators, legal representatives, successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, deposits, profits and avails, and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of any such period. To the extent permitted by law, such receiver may extend or modify any then existing leases and make new leases of the Mortgaged Property or any part thereof, 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, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Mortgaged Property are subject to the lien hereof, and upon the purchaser or purchasers at any such foreclosure sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser.

Section 29. Possession, Management and Income; Assignment. If an Event of Default occurs, Lender, to the extent permitted under applicable law, and without notice to Mortgagor, may enter upon and take possession of the Mortgaged Property or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor and all other persons

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and any and all property therefrom, and may hold, operate and manage the same and receive all revenues, income and profits accruing with respect thereto or any part thereof. Lender shall have no liability for or by reason of any such entry, taking of possession, removal, holding, operation, or management, or for the failure to do so, except for grossly negligent or intentional misconduct.

Section 30. Remedies Cumulative. Each right, power and remedy of Lender provided for in this Mortgage, in the Note, or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy, and the exercise or beginning of the exercise or partial exercise by Lender of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Lender of any or all such other rights, powers or remedies.

Section 31. Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law.

Section 32. No Waiver by Lender. No failure by Lender to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 33. Right to Sue for Installments. Lender shall have the right from time to time to sue for any sums required to be paid pursuant to the terms of this Mortgage (whether principal, interest, taxes, insurance premiums, or otherwise) as the same become due, without regard to whether or not the principal or any other sums secured hereby shall then be due and payable, and without prejudice to the right of Lender to accelerate the indebtedness secured hereby or to commence an action for foreclosure or any other action for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

Section 34. Additional Security. Without impairment of the lien and rights created by this Mortgage, Lender may accept additional security for the indebtedness secured by this Mortgage from Mortgagor or (without notice to or the consent of Mortgagor) from any other Mortgagor or person or persons. Lender may release or subordinate any part of the security for the indebtedness secured by this Mortgage without in any way impairing or affecting the validity or priority of this Mortgage as to the Mortgaged Property not specifically released. Lender may resort to the security created by this Mortgage or to any such additional security in such manner and order as Lender may elect, in each case without affecting the lien hereof and the rights conferred hereunder.

Section 35. Notices. Any notice, demand or request required or permitted by this Mortgage shall be in writing and shall be deemed to have been sufficiently given at the earlier of when personally delivered or at 6:00 P.M. (in the time zone of the addressee of the notice) on the second business day after deposit in the United States certified or registered mail, postage

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prepaid, or deposit with a nationally recognized overnight delivery service, and addressed to the address of the party to whom such notice is directed as such address is set forth at the beginning of this Mortgage, and in the case of Lender, to the attention of Frank J. Bologna, Executive Vice President, or at such other address as any party may from time to time notify the other by notice in writing as aforesaid. A business day is any day other than a Saturday, Sunday or any day on which federal savings banks in Ohio or Illinois are authorized or required to be closed.

Section 36. Reimbursement of Attorneys' Fees and Expenses. If Lender becomes a party to any action wherein Lender must establish or defend the validity or priority of this Mortgage, or if Lender should incur expenses in connection with the collection or enforcement of this Mortgage, the Note, or any other instrument or document ancillary thereto, Mortgagor shall reimburse Lender on demand for any and all such costs and/or expenses incurred by Lender, including, without limitation, reasonable attorneys' fees in all trial, bankruptcy and appellate proceedings, and whether or not litigation has been commenced, together with interest thereon at the Default Rate from the date such costs and expenses are incurred, and all of said amounts, including interest, shall constitute indebtedness secured by this Mortgage to the extent permitted by law. In the event of any court proceedings, court costs and attorneys' fees shall be set by the court and not by the jury and shall be included in any judgment obtained by Lender.

Section 37. Intentionally Deleted

Section 38. Recordation. Mortgagor, at its expense, shall cause this Mortgage, all instruments supplemental hereto, and financing statements, including all necessary amendments, supplements and appropriate continuation statements, to be recorded, registered and filed, and to be kept recorded, registered and filed, in such manner and in such places as may be required in order to establish, preserve and protect the lien of this Mortgage as a valid lien on all real property and fixtures included in the Mortgaged Property and a valid, perfected first priority security interest in all fixtures included in the Mortgaged Property (including in each such case, without limitation, any such properties acquired after the execution hereof).

Section 39. Further Assurances. Mortgagor shall properly execute and deliver, or cause to be executed and delivered, from time to time, at the request of Lender, all such further deeds, conveyances, deeds of trust, security agreements, financing statements, assignments of leases now existing or hereafter entered into, transfers and such other assurances as Lender shall require for better assuring, mortgaging, pledging, assigning and confirming unto Lender, all and singular, the Mortgaged Property and the title thereto.

Section 40. Estoppel Affidavits. Mortgagor, within ten (10) days after the date of a written request from Lender, if applicable, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby, and stating whether or not any offsets or defenses exist against the obligations of Mortgagor to pay such principal and interest.

Section 41. Amendments, Changes and Modifications. Except as otherwise provided in this Mortgage, this Mortgage may not be effectively amended, changed, modified, altered or terminated without the prior written consent of Lender. If the payment of the indebtedness secured by this Mortgage, or any part thereof, is extended or varied, or if any part of the security

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or guaranties therefor is released, then all persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation or release, and their liability and the lien of this Mortgage and all provisions hereof shall continue in full force and effect. The right of recourse against all such persons is expressly reserved by Lender, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior Mortgage, mortgage, or other lien upon the Mortgaged Property or any part thereof or any interest therein, shall take said lien subject to the rights of Lender to amend, modify, extend and/or release this Mortgage, or any other document or instrument evidencing, securing or guarantying the indebtedness secured by this Mortgage, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien. Any acceptance by Lender of part payment of any installment of principal or interest, or both, or part performance of any covenant, or delay by Lender for any period of time in exercising the option to accelerate any indebtedness evidenced by the Note, or secured by this Mortgage, shall not operate as a waiver of the right to exercise such option to accelerate such indebtedness.

Section 42. Governing Law. This Mortgage shall be deemed to be made under the laws of the State of Illinois and for all purposes shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 43. Binding Effect. This Mortgage shall inure to the benefit of and be binding upon Mortgagor, its successors and assigns, and Lender, its successors and assigns, provided that Mortgagor may not assign (a) any of Mortgagor's rights or benefits under this Mortgage; or (b) any of the Mortgaged Property, without the prior written consent of Lender.

Section 44. Severability. If any term or provision of this Mortgage, or the operation thereof, shall be held to be invalid, illegal or unenforceable, the validity of the remaining provisions hereof, and the operation thereof, shall in no way be affected thereby, and each such remaining provision shall be deemed to be effective to the full extent permitted by law.

Section 45. Captions. The captions and headings herein shall be solely for convenience of reference and in no way define, limit or describe the scope or intent of any provisions or sections of this Mortgage.

Section 46. Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument; it shall not be necessary, in proving the validity of this Mortgage, to produce or account for more than one such counterpart, or a copy hereof, certified by the appropriate recording officer.

Section 47. Joint and Several Liability. If Mortgagor consists of more than one party, each of the undersigned shall be jointly and severally liable for the performance of all of the obligations, covenants and agreements of Mortgagor contained herein.

Section 48. No Setoffs. Mortgagor acknowledges that the indebtedness secured hereby was incurred in good faith for full value received, and Mortgagor has no defenses, setoffs or counterclaims thereto.

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Section 49. Definitions. Whenever in this instrument the context so admits or requires, the terms "Mortgagor" and "Lender" shall be construed as including their respective heirs, legal representatives, successors and assigns, as the case may be (provided, however, that nothing herein shall be construed to permit the assignment of this Mortgage by Mortgagor); and the pronoun as used herein to refer to either Mortgagor or Lender in the third person, singular number and masculine gender, shall be construed as meaning the person, number and gender appropriate to the first designation to the respective parties hereto.

Section 50. Partial Releases. The Lender will consent to the sale of a Unit and/or a Parking Space, and a partial release of such Unit and/or Parking Space from the lien and operation of this Mortgage, upon Mortgagor's written request and at Mortgagor's expense, subject to the following terms and conditions:

(a) As of the time of the Mortgagor's request for the partial release and at all times thereafter, the representations and warranties contained in this Mortgage and in the Agreement are true, correct and complete, and no default has occurred under the Note, and no Event of Default or event which, with notice or the lapse of time or both would constitute an Event of Default, has occurred under this Mortgage or the Loan Agreement.

(b) Receipt by Lender of a legal description of the Unit and/or Parking Space to be released, which description must be satisfactory to Lender.

(c) Receipt by Lender of the release price and all other amounts due in connection with a partial release, as set forth in the Loan Agreement.

(d) All release instruments shall be prepared by Mortgagor's counsel at Mortgagor's expense and shall be in form and substance satisfactory to Lender's counsel. Lender shall be furnished, in connection with such releases and at Mortgagor's expense, with such evidence of title and other documentation as Lender may, in its reasonable discretion, deem necessary.

(e) Releases shall be made only in connection with the sale of a Unit and/or a Parking Space to an arms' length bona fide purchaser for value. Mortgagor shall retain and make available at all times for inspection by Lender, or transmit to Lender at its request, the following:

(a) A copy of each Purchase Agreement for the sale of the Unit and/or Parking Space to the purchaser;

(b) A copy of each deed transferring title to the purchaser; and

(c) Copies of all settlement sheets relative to the closing of each sale, including, but not limited to, summaries of the transactions of the buyer and of the seller.

(f) Satisfactory evidence of compliance with the requirements of such Federal, State and/or local laws and regulations as may from time to time apply to such sales.

Section 51. Intentionally Omitted

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Section 52. Compliance with the Illinois Mortgage Foreclosure Law. In the event that any provision in this Mortgage shall be inconsistent with any provisions of the IMF Law, the provisions of the IMF Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the IMF Law.

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

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

Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under any provisions of the IMF Law, whether incurred before or after any decree or judgment of foreclosure shall be added to the indebtedness hereby secured or by the judgment of foreclosure.

Section 53. No Lien Management Agreements. Mortgagor shall include a "no lien" provision in any property management agreement hereafter entered into by Mortgagor with a property manager for the Mortgaged Property, whereby the property manager waives and releases any and all mechanics' lien rights that the property manager, or anyone claiming through or under the property manager, may have pursuant to 770 ILCS 60/1. Such property management agreement containing such "no lien" provision or a short form thereof shall, at Lender's request, be recorded with the Recorder of Deeds of Cook County, Illinois, as appropriate.

Section 54. Deed in Trust. If title to the Mortgaged Property or any part thereof is now or hereafter becomes vested in a trustee, any prohibition or restriction contained herein against the creation of any lien on the Mortgaged Property shall be construed as a similar prohibition or restriction against the creation of any lien on or security interest in the beneficial interest of such trust.

Section 55. Waiver of Jury Trial. LENDER AND MORTGAGOR WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, ANY ASPECT OF THE TRANSACTION IN CONNECTION WITH WHICH THIS DOCUMENT IS BEING GIVEN OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION WITH SUCH TRANSACTION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY LENDER AND MORTGAGOR AND LENDER AND MORTGAGOR ACKNOWLEDGE THAT NO ONE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. LENDER AND MORTGAGOR FURTHER ACKNOWLEDGE HAVING BEEN REPRESENTED IN CONNECTION WITH

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THE TRANSACTION WITH RESPECT TO WHICH THIS DOCUMENT IS BEING GIVEN AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED BY EACH PARTY'S OWN FREE WILL, RESPECTIVELY, AND THAT LENDER AND MORTGAGOR HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. LENDER AND MORTGAGOR FURTHER ACKNOWLEDGE THAT THEY HAVE READ AND THAT THEY UNDERSTAND THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

IN WITNESS WHEREOF, this instrument has been signed and acknowledged as of the date set forth above.

RAINBO HOMES II, L.L.C.,
an Illinois limited liability company

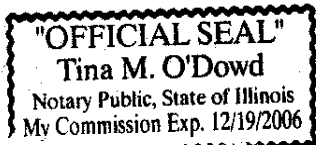
By: Metropolitan Development Enterprises, Inc.
an Illinois corporation, its Manager

By: [Signature]
Name: Pawel Hardej
Title: President

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21st day of July, 2005, by PAWEL HARDEJ, the President of Metropolitan Development Enterprises, Inc., an Illinois corporation, the Manager of RAINBO HOMES II, L.L.C, an Illinois limited liability company, on behalf of said company.

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



[Signature]
Notary Public

My commission expires: 12/19/06

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EXHIBIT "A"

(Legal Description)

PARCEL 1:

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 107 FEET OF LOT 1 IN KEENEY'S ADDITION TO RAVENSWOOD IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s 14-08-315-036-0000
14-08-315-037-0000
14-08-315-038-0000
14-08-315-039-0000
14-08-315-044-0000
14-08-315-046-0000

COMMON ADDRESS: 4836-4850 North Clark Street, Chicago, Illinois

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EXHIBIT "B"

(Permitted Encumbrances)

Those matters set forth as Items 1 through 9 of Schedule B, Part I, of Guaranty National Title Company Commitment No. 05-0276 for an A.L.T.A. Loan Policy of Title Insurance to be issued in favor of Ohio Savings Bank, as proposed insured, dated July 27, 2005.

Property of Cook County Clerk's Office