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Cook County Recorder of Deeds
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PREPARED BY AND AFTER
RECORDING RETURN TO:

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Norwegian American Hospital Inc
1044 N. Francisco Avenue
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EXECUTION COPY

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND
FIXTURE FINANCING STATEMENT
(Norwegian American Hospital Inc., County of Cook, State of Illinois)**

This MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "**Mortgage**") is dated as of September 1, 2005 and effective as of October 19, 2005, between NORWEGIAN AMERICAN HOSPITAL, INC., an Illinois not for profit corporation ("**Borrower**"), whose address is 1044 N. Francisco Ave., Chicago, Illinois 60622, in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, whose mailing address is 2 Bethesda Metro Center, Suite 600, Bethesda, Maryland 20814, as agent ("**Agent**") for General Electric Capital Corporation (together with its successors and assigns, "**Lender**"), and GE Capital Public Finance, Inc. (together with its successors and assigns, "**GECPF**") (defined below) and GECPF (defined below).

RECITALS

A. Lender has agreed, subject to the terms and conditions of that certain Loan and Security Agreement dated as of September 1, 2005 (said Loan Agreement, as amended from time to time being hereinafter referred to as the "**Loan Agreement**"),

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executed by and among Borrower, Lender and Agent, to make a loan (the "**Revolving Credit Loan**") to Borrower.

B. The Revolving Credit Loan is evidenced by that Revolving Credit Note dated October 11, 2005 (the "Revolving Credit Note") in the aggregate original principal amount of FIVE MILLION and 00/100 Dollars (\$5,000,000.00) (which Revolving Credit Note, together with all notes issued in full or partial replacements thereof, or in substitution or exchange therefor, and all amendments thereto, is hereinafter collectively referred to as the "**Note**"), providing for monthly payments as set forth in the Loan Agreement with the balance thereof, due and payable on October 1, 2010 (said date, any later date to which the maturity date may be extended in accordance with the Loan Agreement, or any earlier date on which the entire unpaid principal amount shall be paid or required to be paid in full, whether by prepayment, acceleration or otherwise is hereinafter called the "**Revolving Credit Loan Maturity Date**").

C. GECPF has agreed, subject to the terms and conditions of that Master Financing Agreement dated as of July 1, 2005 (the "Master Financing Agreement") among Borrower, Illinois Finance Authority ("Issuer"), and GECPF and Schedule No. 2 thereto dated as of September 1, 2005 (together with the Master Financing Agreement, "Schedule No. 2") among Borrower, Issuer and GECPF, to make a loan (the "**Term Loan**"; the Term Loan and the Revolving Credit Loan are collectively referred to herein as the "**Loan**") to Borrower.

D. The Term Loan is evidenced by Schedule No. 2 in the aggregate original principal amount of FOUR MILLION FIVE HUNDRED THOUSAND and 00/100 Dollars (\$4,500,000.00), which provides for monthly payments as set forth therein, with the balance thereof, due and payable on October 1, 2010 (said date, any later date to which the maturity date may be extended in accordance Schedule No. 2, or any earlier date on which the entire unpaid principal amount shall be paid or required to be paid in full, whether by prepayment, acceleration or otherwise is hereinafter called the "**Term Loan Maturity Date**"). The terms and provisions of the Loan Agreement, Schedule No. 2 and the Note are hereby incorporated by reference in this Mortgage. Capitalized terms used but not defined herein shall have the meaning provided in the Loan Agreement.

E. Lender, GECPF and Agent wish to secure: (i) the payment of the Revolving Credit Note, together with all interest, premiums, the "Termination Fee" (as defined in the Loan Agreement), and other amounts, if any, due in accordance with the terms of the Revolving Credit Note, as well as the payment of any additional indebtedness accruing to Lender or Agent on account of any future payments, advances or expenditures made by Lender or Agent pursuant to the Revolving Credit Note, the Loan Agreement or this Mortgage or any of the other Loan Documents (hereinafter defined); (ii) the payment of the Illinois Finance Authority's Revenue Bond (Norwegian American Hospital Inc.) Series 2005B (the "Schedule No. 2 Bond") and the loan of the proceeds thereof pursuant to Schedule No. 2, together with all interest, premiums and other amounts, if any, due in accordance with the terms of Schedule No. 2, as well as the payment of any additional indebtedness accruing to Issuer or GECPF on account of any future payments, advances or

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expenditures made by GECPF; (iii) the performance of each and every covenant, condition, and agreement contained in the Note, the Loan Agreement, Schedule No. 2, this Mortgage, those certain Mortgages, Assignments of Rents, Security Agreements and Fixture Financing Statements executed or authorized by any Affiliates (together with Borrower, the "Borrower Parties"), that certain Environmental Indemnity Agreement dated as of September 1, 2005 made by Borrower (as defined in the Loan Agreement) in favor of Agent and any other documents evidencing or securing the Loan or executed in connection therewith (such documents together with any modifications, renewals, extensions or replacements thereof are collectively referred to as the "Loan Documents"); and (v) the payment and performance of any and all other debts, claims, obligations, demands, monies, liabilities and indebtedness of any kind or nature now or hereafter owing, arising, due or payable from Borrower Parties to Lender, GECPF or Agent in connection with the Loan. All payment obligations of Borrower Parties to Lender, GECPF or Agent with respect to the Loan or under any of the Loan Documents are hereinafter sometimes collectively referred to as the "Indebtedness," and all other obligations of Borrower Parties to Agent with respect to the Loan or under any of the Loan Documents are hereinafter sometimes collectively referred to as the "Obligations".

NOW, THEREFORE, TO SECURE the repayment of the Indebtedness and the performance of the Obligations, Borrower has executed this Mortgage and does hereby mortgage, convey, assign, warrant, transfer, pledge and grant to Agent, for the benefit of Agent, GECPF and Lender, a security interest in all right, title and interest of Borrower in and to the following described property and all proceeds thereof (which property is hereinafter sometimes collectively referred to as the "Property"):

- A. The real estate described on Exhibit A attached hereto (the "Land");
- B. All of the following (collectively, the "Improvements"): all buildings, improvements and fixtures now or in the future located or to be constructed on the Land; to the extent not owned by tenants of the Property, all machinery, appliances, equipment, furniture, fixtures and all other personal property of every kind or nature located in or on, or attached to, or used or to be used in connection with the Land, buildings, improvements or fixtures; all building materials and goods procured for use or in connection with the foregoing; and all additions, substitutions and replacements to any of the foregoing;
- C. To the extent assignable by Borrower, all plans, specifications, architectural renderings, drawings, soil test reports, other reports of examination or analysis of the Land or the Improvements;
- D. All easements, rights-of-way, water courses, mineral rights, water rights, air rights and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto (collectively, "Appurtenances");
- E. All leases, master leases, subleases, licenses and other agreements with regard to the use or occupancy of all or any portion of the Land and/or the Improvements, including without limitation, service agreements which include an occupancy agreement and all

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guaranties, amendments, extensions and renewals of any such lease, license or agreement, now or hereafter entered into (collectively, the "Leases") and all rents, incomes, receipts, prepayments, security deposits, termination payments, royalties, profits, issues and revenues, prepayment of the same including without limitation, lease termination, cancellation or similar fees, and all other amounts of any nature now due or which may become due or to which Borrower may now or shall hereafter become entitled or which it may demand or claim and arising or accruing directly or indirectly from the Leases or from the Land and/or Improvements from time to time (collectively, the "Rents");

F. To the extent assignable by Borrower, all claims, demands, judgments, insurance proceeds, refunds, reserves, deposits, rights of action, awards of damages, compensation, settlements and other rights to the payment of money hereafter made resulting from or relating to (i) the taking of the Land or the Improvements or any part thereof under the power of eminent domain, (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Land, Improvements, Appurtenances or other Property or any part thereof, or (iii) the ownership or operation of the Property;

G. To the extent assignable by Borrower, all management contracts, permits, certificates, licenses, approvals, contracts, purchase and sale agreements, purchase options, entitlements, development rights and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation and use of the Land, Improvements and/or Leases, including building permits, environmental certificates, licenses, certificates of operation, warranties and guaranties;

H. All of the following types of collateral, as defined in the Uniform Commercial Code as in effect from time to time in the State of Illinois (the "UCC"): accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, goods, equipment, investment property, deposit accounts, letter of credit rights, commercial tort claims, healthcare insurance receivables and all books and records relating to the foregoing; provided that Borrower will cooperate with Agent in obtaining "control" as defined in the UCC, with respect to collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper;

I. Any monies on deposit with or for the benefit of Agent, including deposits for the payment of real estate taxes, insurance premiums and any cash collateral account;

J. All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Appurtenances or any other property of the types described in the preceding granting clauses; and

K. Any and all after-acquired right, title or interest of Borrower in and to any property of the types described in the preceding granting clauses.

TO HAVE AND TO HOLD the Property and all parts thereof together with the rents, issues, profits and proceeds thereof, unto Agent to its own proper use, benefit, and advantage forever, subject, however, to the terms, covenants, and conditions herein.

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Borrower covenants and agrees with Agent as follows:

1. **Payment of Indebtedness; Performance of Obligations.** Borrower shall promptly pay when due the Indebtedness and shall promptly perform all Obligations.

2. **Taxes and Other Obligations; Insurance and Condemnation Proceeds.**

(a) Borrower shall pay or cause to be paid, when due, and before any interest, collection fees or penalties shall accrue, all Taxes in accordance with Section 6.28 of the Loan Agreement.

(b) Should Borrower fail to make any of such payments, Agent may, at its option and at the expense of Borrower, pay the amounts due for the account of Borrower. Upon the request of Agent, Borrower shall immediately furnish to Agent copies of all notices of amounts due and receipts evidencing payment. Borrower shall promptly notify Agent of any lien on all or any part of the Property and shall promptly discharge any unpermitted lien or encumbrance.

(c) Insurance and condemnation proceeds shall be paid and applied in accordance with Sections 6.7 and 6.26 of the Loan Agreement.

3. **Preservation and Maintenance of Property.** Borrower shall: (a) not commit waste or permit impairment or deterioration of the Property; (b) not abandon the Property; (c) keep the Property (or cause the Property to be kept) in good repair and restore or repair promptly, in a good and workmanlike manner, all or any part of the Property to the equivalent of its original condition as of the date of this Mortgage, or such other condition as Agent may approve in writing, upon any damage or loss thereto; (d) comply (or cause compliance) in all material respects with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property; [and](e) give notice in writing to Agent of and, unless otherwise directed in writing by Agent, appear in and defend any action or proceeding purporting to affect the Property, the security granted by the Loan Documents or the rights or powers of Agent[and (f) provide for management of the Property by a property manager reasonably satisfactory to Agent pursuant to a contract in form and substance reasonably satisfactory to Agent]. Neither Borrower nor any tenant or other person shall remove, demolish or alter any Improvement on the Land except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

4. **Protection of Agent's and/or Lender's Security.** If (a) Borrower fails to pay the Indebtedness or to perform the Obligations, (b) any action or proceeding is commenced which affects or could affect the Property or Agent's, GECPF's or Lender's interest therein, including any loss, damage, cost, expense or liability incurred by Agent, GECPF or Lender with respect to (i) any environmental matters relating to the Property or (ii) the preparation of the commencement or defense of any action or proceeding or any threatened action or proceeding affecting the Loan Documents or the Property, then Agent, at Agent's option, may make such appearances, disburse such sums and take such action as Agent deems necessary, in its sole discretion, to protect the Property or Agent's, GECPF's or

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Lender's interest therein, including entry upon the Property to take such actions Agent determines appropriate to preserve, protect or restore the Property. Any amounts disbursed by Agent, GECPF or Lender pursuant to this Section 4 (including attorneys' fees, costs and expenses), together with interest thereon at the "**Default Rate**" (defined in the Loan Agreement) from the date of disbursement, shall become additional Indebtedness of Borrower secured by the lien of this Mortgage and the other Loan Documents and shall be due and payable on demand. Nothing contained in this Section 4 shall require Agent, GECPF or Lender to incur any expense or take any action hereunder.

5. **Actions.** Except as disclosed in the exceptions to title in the title policy approved by Agent issued by Chicago Title Insurance Company insuring the priority of this Mortgage, Borrower shall warrant title and appear in and defend any claim or any action or other proceeding purporting to affect title or other interests relating to any part of the Property, the security of this Mortgage or the rights of Agent, GECPF or Lender, and give Agent prompt written notice of any such claim, action or proceeding. Agent may, at the expense of Borrower, appear in and defend any such claim, action or proceeding and any claim, action or other proceeding asserted or brought against Agent, GECPF or Lender in connection with or relating to any part of the Property or this Mortgage or involving the priority, validity or enforceability of any Loan Document.

6. **Assignment of Rents.**

(a) To secure payment and performance of the Indebtedness and Obligations, in addition to, and not in contravention of, the assignment of the Leases and Rents in the preceding granting clauses of this Mortgage, Borrower absolutely and unconditionally assigns and transfers to Agent, for the benefit of Agent, GECPF and Lender, all of Borrower's right, title and interest in and to (i) the Leases, (ii) the Rents and the immediate and continuing right to collect and receive all of the Rents, and (iii) any and all rights and claims of any kind that Borrower may have now or in the future against any present or future tenant, subtenant or occupant of the Property (a "**Tenant**"). In furtherance of this assignment, and not in lieu thereof, promptly upon request by Agent, Borrower agrees to execute and deliver such further assignments as Agent may from time to time require.

(b) All of the Rents and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Property, together with any and all rights that Borrower may have against any Tenant under the Leases or any subtenants or occupants of any part of the Property and any award made hereafter to Borrower in any court proceedings involving any of the Tenants or in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court, and all payments by Tenants in lieu of Rent, are hereby absolutely and unconditionally assigned to Agent, for the benefit of Agent, GECPF and Lender, to be applied by Agent in accordance with the terms of the Loan Agreement and Schedule No. 2. It is understood and agreed by the parties that this assignment of the Leases and Rents is intended to be and is a present, absolute, and unconditional assignment from Borrower to Agent, and not merely the passing of a security interest, and shall, immediately upon execution, give Agent the right to collect the Rents and to apply them in payment of the Indebtedness. Such assignment and grant

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shall continue in effect until the Indebtedness is paid in full. Subject to the provisions set forth herein and, so long as there shall not have occurred an Event of Default, Borrower shall have a license, without joinder of Agent, to enforce the Leases subject to the terms of the Loan Documents, and to collect the Rents as they come due (but not more than one (1) month in advance and excluding any lease termination, cancellation or similar payments which Borrower agrees shall be held in trust and turned over to Agent to be applied to the Indebtedness in accordance with the terms of the Loan Agreement and Schedule No. 2 and to retain, use and enjoy the same. The Rents shall be held by Borrower in trust, to be applied first to the payment of all impositions, levies, taxes, assessments and other charges upon the Property, second to maintenance of insurance policies upon the Property required hereby, third to the expenses of Property operations, including maintenance and repairs required hereby (other than payment of fees to Affiliates of Borrower), fourth to the payment of that portion of the Indebtedness then due and payable, and fifth, the balance, if any, to or as directed by Borrower. Borrower shall deliver such other Rents to Agent as are necessary for the payment of the Indebtedness as such sums become due. If an Event of Default has occurred, Borrower's right to collect and secure the Rents shall cease and Agent shall have the sole right, with or without taking possession of the Property to collect all Rents.

(c) Borrower hereby irrevocably appoints Agent its true and lawful attorney-in-fact, with full power of substitution and with full power of substitution and with full power for Agent in its own name and capacity or in the name and capacity of Borrower to demand and collect any and all Rents and to file any claim or take any other action or proceeding and make any settlement regarding the Leases. All Tenants are hereby expressly authorized and directed to pay to Agent, or to such nominee as Agent may designate in a writing delivered to such Tenants, all amounts due Borrower pursuant to the Leases. All Tenants are expressly relieved of all duty, liability or obligation to Borrower in respect of all payments so made to Agent or such nominee.

(d) After an Event of Default, Agent may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Indebtedness and the Obligations and without regard to solvency of Borrower:

(i) Enter upon, take possession of and manage the Property, or any part thereof, for the purpose of collecting the Rents in its own name sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon the Indebtedness and in such order as Agent may so determine;

(ii) Dispossess by the usual summary proceedings any Tenant defaulting in the payment thereof to Borrower, lease the Property or any part thereof, repair, restore, and improve the Property;

(iii) Apply the Rent after payment of Property expenses as determined by Agent to the Indebtedness in accordance with the terms of the Loan Agreement; and

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(iv) Apply to any court of competent jurisdiction for specific performance of this Mortgage, an injunction against the violation hereof and/or the appointment of a receiver.

(e) The collection of Rents, or the entering upon and taking possession of the Property, or the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of an Event of Default hereunder or invalidate any act done in response to such Event of Default pursuant to such notice of an Event of Default. In the event Borrower, as lessor under the Leases, shall fail to perform and fulfill in any material respect any material term, covenant, condition, or provision in the Leases, on its part to be performed or fulfilled, at the time and in the manner in the Leases provided, or if the Borrower shall suffer or permit to occur any breach or default under the provisions of the Leases, or any of them, and such default shall give the Tenant thereunder the right to terminate its Lease or otherwise shall continue for a period of thirty (30) days following the giving of written notice of such default to Borrower, then and in any such event, such breach or default shall constitute an Event of Default.

(f) In the event Borrower fails to perform any Lease covenant, Agent may, at its option, upon prior notice to Borrower (except in the event of an emergency) perform any Lease covenant for and on behalf of Borrower, and all monies expended in so doing shall be chargeable to Borrower and added to the Indebtedness and shall be immediately due and payable.

(g) Borrower hereby covenants and agrees as follows:

(i) This Mortgage transfers to Agent all of Borrower's right, title, and interest in any security deposits held by Borrower, provided that Borrower shall have the right to retain and apply the security deposit so long as no Event of Default has occurred under this Mortgage or the Loan Documents. Agent shall have no obligation to any Tenant with respect to its security deposit unless and until Agent comes into possession of the deposit.

(ii) Agent may assign its right, title and interest in the Leases, Rents and other Property, and any subsequent assignee shall have all of the rights and powers provided to Agent by this Mortgage.

(iii) Borrower shall not without the prior written consent of Agent: (a) perform any act or execute any other instrument which might interfere with the exercise of Agent's, GECPF's or Lender's rights hereunder; (b) execute any assignment, pledge or hypothecation of Rents or any of the Leases; or (c) suffer or permit any of the Leases to become subordinate to any lien other than the lien of this Mortgage.

(h) This Mortgage shall not be deemed to impose upon Agent, GECPF or Lender any of the obligations or duties of the landlord or Borrower provided in any Lease. Borrower hereby acknowledges and agrees: (i) Borrower is and will remain liable under the Leases to the same extent as though this Mortgage had not been made; and (ii) Agent has not

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by this Mortgage assumed any of the obligations of Borrower under the Leases, except as to such obligations which arise after such time as Agent shall have assumed actual ownership or control of the Property. This Mortgage shall not make Agent responsible for the control, care, management, or repair of the Property or any personal property or for the carrying out of any of the terms of the Leases unless and until Agent takes possession or actual control of the Property. Agent, GECPF and Lender shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm, or corporation in or about the Property absent gross negligence or willful misconduct by such Person.

(i) In the event any Tenant should be the subject of any proceeding under the Federal Bankruptcy Code or any other federal, state, or local statute which provides for the possible termination or rejection of any Lease, Borrower covenants and agrees no settlement for damages shall be made without the prior written consent of Agent, which consent shall not be unreasonably withheld or delayed, and any check in payment of damages for rejection of any Lease will be made payable both to Borrower and Agent. Borrower hereby assigns any such payment to Agent and further covenants and agrees that it will duly endorse to the order of Agent any such check.

(j) After an Event of Default, then, without notice to, or the consent of, Borrower, Agent shall be entitled to exercise all of the rights and remedies contained in this Mortgage or in any other Loan Document or otherwise available at law or in equity including, without limitation, the right to do any one or more of the following:

(i) To enter upon, take possession of and manage the Property for the purpose of collecting the Rents;

(ii) Dispossess by the usual summary proceedings any Tenant defaulting in the payment thereof to Borrower;

(iii) Lease the Property or any part thereof;

(iv) Repair, restore, and improve the Property;

(v) Apply the Rents after payment of Property expenses as determined by Agent to the Indebtedness and the Obligations in such order as Agent may determine; and

(vi) Apply to any court of competent jurisdiction for specific performance of this Mortgage, an injunction against the violation hereof and/or the appointment of a receiver.

(k) Borrower hereby agrees to indemnify Agent, GECPF and Lender to hold Agent, GECPF and Lender harmless from any liability, loss or damages including, without limitation, reasonable attorney's fees, costs and expenses which may or might be incurred by Agent under the Leases or by reason of this Mortgage, and from any and all claims and demands which may be asserted against Agent, GECPF or Lender by reason of any term, covenant or agreement contained in any of the Leases, except for any such liability,

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loss or damage resulting solely from Agent's, GECPF's or Lender's gross negligence or willful misconduct.

(l) The assignment of Leases and Rents set forth in this Section 6 and the granting clauses of this Mortgage shall run with the land and be good and valid against Borrower or those claiming by, under or through Borrower, from the date hereof and such assignment shall continue to be operative during the foreclosure or any other proceeding taken to enforce this Mortgage. In the event of a sale or foreclosure which shall result in a deficiency, such assignment shall stand as security during the redemption period of the payment of such deficiency. Agent shall be permitted, at its sole option, to exercise remedies under such assignment separately from remedies exercised against other portions of the Property.

7. **Statements by Borrower.** Borrower shall within ten (10) days after Agent's request, furnish Agent with a written statement, duly acknowledged, setting forth the sums, according to Borrower's books and records, secured by the Loan Documents and any right of set-off, counterclaim or other defense which exists against such sums and the Obligations.

8. **No Additional Liens, Encumbrances or Indebtedness.** Borrower covenants not to execute any mortgage, deed of trust, security agreement, assignment of leases and rents or other agreement granting a lien (except the liens granted to Agent by the Loan Documents) against or encumbrance on the Property or take or fail to take any other action which would result in a lien against the Property or the interest of Borrower in the Property without the prior written consent of Agent; provided, however, Borrower may in good faith, by appropriate proceeding, contest the validity or amount of any asserted lien in accordance with the terms of the Loan Agreement and pending such contest, Borrower shall not be deemed to be in default hereunder.

9. **Borrower and Lien Not Released.** Without affecting the liability of Borrower for any of the Indebtedness or the Obligations, or any other person liable for the payment of the Indebtedness or the performance of any Obligations, and without affecting the lien or charge of this Mortgage as security for the payment of the Indebtedness, Agent may, from time to time and without notice to any junior lien holder or holder of any right or other interest in and to the Property: (a) release any person liable for payment of all or any portion of the Indebtedness or performance of the Obligations; (b) waive or modify any provision of this Mortgage or the other Loan Documents or grant other indulgences; (c) release all or any part of the Property; (d) take additional security for any obligation herein mentioned; (e) subordinate the lien or charge of this Mortgage; (f) consent to the granting of any easement; or (g) consent to any map, plat or plan of the Property.

10. **Uniform Commercial Code Security Agreement.**

(a) This Mortgage shall cover, and the Property shall include, all property now or hereafter affixed or attached to the Land, which to the fullest extent permitted by law, shall be deemed fixtures and a part of the Land. In addition, this Mortgage shall constitute a

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security agreement pursuant to the UCC for any portion of the Property which, under applicable law, may be subject to a security interest pursuant to the UCC (such portion of the Property is hereinafter called the “**Personal Property**”) and Borrower hereby grants to Agent, for the benefit of Agent, GECPF and Lender, a security interest in the Personal Property. Agent shall have all of the rights and remedies of a secured party under the UCC as well as all other rights and remedies available at law or in equity.

(b) Borrower hereby authorizes Agent to file any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage, all in such form as Agent may require to perfect a security interest with respect to the Personal Property. Borrower hereby authorizes and empowers Agent and irrevocably appoints Agent its agent and attorney-in-fact to execute and file, on Borrower’s behalf, all financing statements and refilings and continuations thereof as Agent deems necessary or advisable to create, preserve and protect such lien. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements as Agent may reasonably require.

(c) Borrower shall not, without the prior written consent of Agent, sell, assign, transfer, encumber, remove or permit to be removed from the Property any of the Personal Property. So long as no Event of Default exists, Borrower may sell or otherwise dispose of the Personal Property when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Property, but only upon replacing the same with other Personal Property at least equal in value and utility to the disposed Personal Property. Any replacement or substituted Personal Property shall be subject to the security interest granted herein.

(d) To the extent permitted by law, Borrower, Lender, GECPF and Agent agree that with respect to all items of Personal Property which are or will become fixtures on the Land, this Mortgage, upon recording or registration in the real estate records of the proper office, shall constitute a “fixture filing” within the meaning of the UCC.

(e) After an Event of Default, Agent may exercise in respect of the Personal Property, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Personal Property) and also may:

- (i) require Borrower to, and Borrower hereby agrees that it will, at its expense and upon request of Agent, forthwith assemble all or part of the Personal Property as directed by Agent and make it available to Agent at any reasonable place or places designated by Agent; and
- (ii) without notice except as specified below, sell, lease or otherwise dispose of the Personal Property or any part thereof in one or more parcels at public or private sale, and without the necessity of gathering at the place of sale of the property to be sold, at any of Agent’s offices or elsewhere, at such time or times, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Agent may deem commercially reasonable.

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(f) Borrower agrees that, to the extent notice of sale shall be required by law, a reasonable authenticated notification of disposition shall be a notification given at least ten (10) days prior to any such sale and such notice shall (i) describe Agent and Borrower, (ii) describe the Personal Property that is the subject of the intended disposition, (iii) state the method of intended disposition, (iv) state that Borrower is entitled to an accounting of the Indebtedness and stating the charge, if any, for an accounting, and (v) state the time and place of any public disposition or the time after which any private sale is to be made. Notwithstanding the foregoing, to the contrary, no notification need be given to Borrower if it has authenticated after default a statement renouncing or modifying any right to notification of sale or other intended disposition. At any sale of the Personal Property, if permitted by law, Agent may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for the purchase, lease, license or other disposition of the Personal Property or any portion thereof for the account of Agent. Agent shall not be obligated to make any sale of Personal Property regardless of notice of sale having been given. Agent may disclaim any warranties that might arise in connection with the sale, lease, license or other disposition of the Personal Property and have no obligation to provide any warranties at such time. Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the extent permitted by law, Borrower hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any applicable law now existing or hereafter enacted.

(g) After an Event of Default, Agent or its agents or attorneys shall have the right without further notice or demand or legal process (unless the same shall be required by applicable law), personally, or by its agents or attorneys, (i) to enter upon, occupy and use any premises owned or leased by Borrower or where the Personal Property is located (or is believed to be located) for so long as such entry, occupancy and use is necessary, without any obligation to pay rent to Borrower, to render the Personal Property useable or saleable and to remove the Personal Property or any part thereof therefrom to the premises of Agent or any agent of Agent for such time as Agent may desire in order to effectively collect or liquidate the Personal Property and use in connection with such removal any and all services, supplies and other facilities of Borrower; (ii) to make copies of and have access to Borrower's original books and records, to obtain access to Borrower's data processing equipment, computer hardware and software relating to the Personal Property and to use all of the foregoing and the information contained therein in any manner Agent deems appropriate; and (iii) to notify postal authorities to change the address for delivery of Borrower's mail to an address designated by Agent and to receive, open and dispose of all mail addressed to Borrower.

11. **Events of Default; Acceleration of Indebtedness.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(a) failure of Borrower to pay, within five (5) days after the due date, any of the Indebtedness, including any payment due under the Note, or Borrower's failure to pay

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the Revolving Credit Loan at the Revolving Credit Loan Maturity Date, or the Term Loan at the Term Loan Maturity Date, whether by acceleration or otherwise; or

(b) failure of Borrower to strictly comply with Section 8 (no additional liens) or Section 6(g) (no interference with Agent's liens on Leases and Rents) of this Mortgage; or

(c) failure of Borrower to satisfy each and every Obligation not set forth in subsection (b) above, and the continuance of such failure for ten (10) days after notice by Agent to Borrower;

(d) Borrower changes the state of its formation or its name without providing Agent thirty (30) days prior written notice;

(e) the occurrence of an Event of Default (as such term is defined in the applicable Loan Document) under any other Loan Document; or

(f) the occurrence of an Event of Default (as defined in the Master Financing Agreement) under Schedule No. 1 dated as of July 1, 2005 by and among GECPF, Issuer and Borrower to the Master Financing Agreement.

Upon the occurrence of an Event of Default at the option of Agent, the Indebtedness shall become immediately due and payable without notice to Borrower and Agent shall be entitled to all of the rights and remedies provided in the Loan Documents or at law or in equity. Each remedy provided in the Loan Documents is distinct and cumulative to all other rights or remedies under the Loan Documents or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

12. **Entry; Foreclosure.** Upon the occurrence of an Event of Default, Borrower, upon demand of Agent, shall forthwith surrender to Agent the actual possession of the Property, or to the extent permitted by law, Agent or a receiver appointed by a court of competent jurisdiction, may enter and take possession of all or any part of the Property, and may exclude Borrower and its agents and employees wholly therefrom, and may have joint access with Borrower to the books, papers and accounts of Borrower. If Borrower shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Agent, Agent or such receiver may obtain a judgment or decree conferring on Agent or such receiver, the right to immediate possession of the Property or requiring the delivery of the Property to Agent or such receiver, and Borrower specifically consents to the entry of such judgment or decree. Upon every such entering upon or taking of possession, Agent or such receiver may hold, store, use, operate, manage and control the Property and conduct the business thereof, and Agent or such receiver may take any action required by applicable law or which Agent or such receiver believes necessary to enforce compliance with the environmental provisions contained herein or in the other Loan Documents, and negotiate with governmental authorities with respect to the Property's environmental compliance and remedial measures in connection therewith. Agent and such receiver and their representatives shall have no liability for any loss, damage, injury, cost or expense resulting from any action or omission which was taken or omitted in good faith.

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When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Agent may, either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the obligations under Schedule No. 2 or the performance of any term, covenant, condition or agreement of Borrower under any of the Loan Documents; (b) foreclose the lien hereof for the Indebtedness or part thereof and sell the Property as an entirety or otherwise, as Agent may determine; (c) exercise its rights under Section 10 with respect to all or any portion of the Personal Property in accordance with the provisions of the UCC; provided Agent shall have no obligation to clean up or otherwise prepare such Personal Property for sale nor marshal any Personal Property in favor of Borrower or any other secured party; and/or (d) pursue any other right or remedy available to it under or by the law and decisions of the State in which the Land is located. Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Personal Property and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Personal Property. Notwithstanding any statute or rule of law to the contrary, the failure to join any tenant or tenants of the Property as party defendant or defendants in any foreclosure action or the failure of any such order or judgment to foreclose their rights shall not be asserted by Borrower as a defense in any civil action instituted to collect (a) the Indebtedness, or any part thereof or (b) any deficiency remaining unpaid after foreclosure and sale of the Property.

Upon any foreclosure sale, Agent may bid for and purchase the Property and shall be entitled to apply all or any part of the Indebtedness as a credit to the purchase price.

13. **Appointment of Receiver or Mortgagee in Possession.** If an Event of Default is continuing or if Agent shall have accelerated the Indebtedness, Agent, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice, and without regard to the occupancy or value of any security for the Indebtedness or the insolvency of any party bound for its payment, to the appointment, at its option, of itself as mortgagee in possession, or of a receiver to take possession of and to operate the Property, and to collect and apply the Rents.

14. **Expenditures and Expenses.** In any action to foreclose the lien hereof or otherwise enforce Agent's, GECPF's or Lender's rights and remedies hereunder, there shall be allowed and included as additional Indebtedness all costs and expenses which may be paid or incurred by or on behalf of Agent, GECPF or Lender, including without limitation, the costs of collection, enforcement, retaining, holding, preparing for disposition, processing and disposing of the Personal Property, appraiser's fees, outlays for documentary and expert evidence, stenographic changes, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, UCC record searches, title insurance policies, and similar data and assurance with respect to title as Agent may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Property. All such costs and expenses, together with such other costs and expenses as may be incurred by Agent, GECPF or Lender in the protection of the Property, maintenance of the lien of this Mortgage or in any workout

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or restructuring of the Loan including, attorneys' fees and costs in any negotiation, litigation or other proceeding affecting this Mortgage, the Note, the other Loan Documents, the Property or the Personal Property, including probate, appellate, and bankruptcy proceedings and any post-judgment proceedings to collect or enforce any judgment or order relating to this Mortgage or the other Loan Documents or in preparation for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable to Agent, with interest thereon at the Default Rate, and shall be secured by this Mortgage.

15. **Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Property shall be distributed and applied to the Indebtedness and the Obligations as determined by Agent, with the excess, if any, being applied, to any party entitled thereto as their rights may appear. With respect to the Personal Property and only to the extent required by law, including the UCC, need Agent account for any surplus to Borrower. To the extent permitted by applicable law, Borrower waives all claims, damages, and demands against Agent, GECPP or Lender arising out of the disposition, repossession or retention of the Property.

16. **Future Advances.** This Mortgage is given to secure not only the existing Indebtedness and Obligations, but also future advances (whether such advances are obligatory or are made at the option of Lender, GECPP or Agent, or otherwise) made by Agent, GECPP or Lender under the Loan Agreement, Schedule No. 2, the Note, this Mortgage or any of the other Loan Documents, to the same extent as if such future advances were made on the date of the execution of this Mortgage. It is the intent hereof to secure payment of the Indebtedness whether the entire amount shall have been advanced to Borrower at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the Indebtedness or Obligations. The total amount of the Indebtedness and Obligations secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed five (5) times the sum of the aggregate principal face amount of the Note plus interest thereon and the aggregate principal amount of Schedule No. 2 plus interest thereon and any disbursements made for the payment of taxes, levies, or insurance on the Property with interest thereon. This Mortgage shall secure any and all additional or further monies which may be advanced by Lender, GECPP or Agent to Borrower Parties after the date hereof, which future advances of money, if made, may be evidenced by a note or notes executed by one or more Borrower Parties to Lender, GECPP and Agent bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this Mortgage shall be made not more than twenty (20) years after the date hereof. Nothing herein contained shall be deemed an obligation on the part of Lender, GECPP or Agent to make any future advances.

17. **Waiver of Statute of Limitations.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien created by any of the Loan Documents or to any action brought to enforce the Note or any other obligation secured by any of the Loan Documents.

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18. **Waiver of Homestead and Redemption.** Borrower hereby waives all right of homestead exemption in the Property. Borrower hereby waives all right of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Mortgage, except decree or judgment creditors of Borrower.
19. **Governing Law; Severability.** This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois except that the provisions of the laws of the jurisdiction in which the Land is located shall be applicable to the creation, perfection and enforcement of the lien created by this Mortgage. The invalidity, illegality or unenforceability of any provision of this Mortgage shall not affect or impair the validity, legality or enforceability of the remainder of this Mortgage, and to this end, the provisions of this Mortgage are declared to be severable.
20. **Notice.** Notices shall be given under this Mortgage in conformity with the terms and conditions of the Loan Agreement and Schedule No. 2 and in conformity with applicable law.
21. **Successors and Assigns Bound; Agents; Captions.** The covenants and agreements contained in the Loan Documents shall bind, and the rights thereunder shall inure to, the respective successors and assigns of Agent, Lender, GECPF and Borrower, subject to the transfer restrictions set forth in the Loan Agreement and/or Schedule No. 2. In exercising any rights under the Loan Documents or taking any actions provided for therein, Agent may act through its employees, agents or independent contractors as authorized by Agent. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
22. **Release.** Upon payment in full of all Indebtedness and the performance of all Obligations, Agent shall release this Mortgage. In such event, Agent shall, at the request of Borrower, deliver to Borrower in recordable form, all such documents as shall be necessary to release the Property from the liens, security interests, conveyances, and assignments created or evidenced by this Mortgage. The recitals in such reconveyance of any matters or facts shall be conclusive as to the accuracy thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Borrower shall pay Agent's reasonable costs incurred in releasing or assigning this Mortgage and in preparing and filing any terminations or assignments of financing statements related thereto, as a condition to Agent's obligation to deliver the same.
23. **Loss of Note.** Upon notice from Agent of the loss, theft, or destruction of the Note (or any of them) and upon receipt of an affidavit of lost note and an indemnity reasonably satisfactory to Borrower from Agent, or in the case of mutilation of the Note (or any of them), upon surrender of the mutilated Note, Borrower shall make and deliver a new note of like tenor in lieu of the then to be superseded Note (or any of them). As the indebtedness secured by this Mortgage shall remain the same, such replacement of the Note (or any of them) shall not be construed as a novation and shall not affect, diminish or abrogate Borrower's liability under this Mortgage or the priority of this Mortgage.

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24. **Further Assurances.** Borrower agrees to execute any further documents, and to take any further actions reasonably requested by Agent to evidence or perfect the security interests granted herein, to maintain the first priority of the security interests, and to effectuate the rights specifically granted to Agent, GECPF and Lender hereunder.

25. **Subrogation.** Agent is hereby subrogated (a) to the lien(s) of each and every mortgage, deed of trust, lien or other encumbrance on all or any part of the Property which is fully or partially paid or satisfied out of the proceeds of the Indebtedness, and (b) to the rights of the owner(s) and holder(s) of any such mortgage, deed of trust, lien or other encumbrance. The respective rights under and priorities of all such mortgages, deeds of trust, liens or other encumbrances shall be preserved and shall pass to and be held by Agent as additional security for the Indebtedness, to the same extent as if such rights and priorities had been duly assigned by separate instrument of assignment and notwithstanding that the same may have been cancelled and satisfied of record. Notwithstanding the foregoing, Agent agrees that only the terms and provisions set forth in this Mortgage and the other Loan Documents shall govern and control Borrower's rights and obligations hereunder and thereunder.

26. **Time of Essence.** Time is of the essence of this Mortgage and the performance of each of the covenants and agreement contained herein.

27. **Venue.** BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS MORTGAGE SHALL BE LITIGATED IN SUCH COURTS. BORROWER EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON BORROWER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO BORROWER, AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

28. **Jury Trial Waiver.** BORROWER, AND AGENT, GECPF AND LENDER BY THEIR ACCEPTANCE OF THIS MORTGAGE, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS MORTGAGE AND THE BUSINESS RELATIONSHIP THAT IS BEING ESTABLISHED. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BORROWER, LENDER, GECPF AND AGENT, AND BORROWER ACKNOWLEDGES THAT NEITHER AGENT, GECPF NOR LENDER, NOR ANY PERSON ACTING ON BEHALF OF AGENT, GECPF OR LENDER, HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY

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ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BORROWER, LENDER, GECPF AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH OF THEM HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS MORTGAGE AND THAT EACH OF THEM WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. BORROWER, LENDER, GECPF AND AGENT FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL.

29. **Tenants' Financial Statements.** Borrower shall deliver to Agent, promptly upon its receipt thereof, any and all financial statements and other reports, notices or documents delivered to Borrower by Tenants.

30. **Special Provisions Modifying or Affecting this Mortgage by Reason of the State in which the Property is Located.** By virtue of the fact that the Property is located in the State of Illinois, the provisions set forth below shall be applicable to this Mortgage, and to the extent applicable, shall modify, affect and supplement the other provisions hereof.

(a) **Benefits of Act.** Borrower, Lender, GECPF and Agent shall have the benefit of all of the provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101) (the "Act"), including all amendments thereto which may become effective from time to time after the date hereof. If any provision of the Act which is specifically referred to herein is repealed, Borrower, Lender, GECPF and Agent 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. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Lender, GECPF or Agent any rights or remedies upon default of Borrower which are more limited than the rights that would otherwise be vested in Lender, GECPF and Agent under the Act in the absence of said provision, Lender, GECPF and Agent shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Lender, GECPF or Agent to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

(b) **Protective Advances.** All advances, disbursements and expenditures made by Lender, GECPF or Agent before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective

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Advances”), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

(i) all advances by Lender or GECPF in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

(ii) payments by Lender, GECPF or Agent of: (A) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (B) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

(iv) advances by Lender, GECPF or Agent in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(v) attorneys’ fees and other costs incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Sections 1504(d)(2) and 5/15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against Lender, GECPF and/or Agent for the enforcement of this Mortgage or arising from the interest of the Agent hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action related to this Mortgage or the Property;

(vi) Lender’s, GECPF’s and Agent’s fees and costs, including attorneys’ fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the Act;

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

(viii) expenses incurred and expenditures made by Lender, GECPF or Agent for any one or more of the following: (A) if the Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof which are required to be paid; (B) if Borrower’s interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (C) premiums for casualty and liability insurance paid by Agent, Lender or GECPF whether or not Agent, Lender or GECPF or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the

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limitation to maintaining of existing insurance in effect at the time any receiver or Lender, GECPF or Agent takes possession of the Property imposed by Subsection (c)(l) of Section 5/15-1704 of the Act; (D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (E) payments required or deemed by Lender, GECPF or Agent to be for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or Mortgages creating covenants or restrictions for the benefit of or affecting the Property; (F) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (G) if the loan secured hereby is a construction loan, costs incurred by Lender, GECPF or Agent for demolition, preparation for and completion of construction as may be authorized by the applicable commitment, loan agreement or other agreement, and (H) pursuant to any lease or other agreement for occupancy of the Property for amounts required to be paid by Borrower.

All Protective Advances shall be so much additional indebtedness secured by this Instrument, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(l) of Section 5/15-1302 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

- (1) determination of the amount of indebtedness secured by this Instrument at any time;
- (2) the indebtedness found due and owing to Lender, GECPF or Beneficiary in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (3) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;
- (4) application of income in the hands of any receiver, Agent, GECPF or Lender in possession; and
- (5) computation of any deficiency judgment pursuant to Section 5/15-1511 of the Act.

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(c) Lender, GECPF or Agent in Possession. In addition to any provision of this Mortgage authorizing the Lender, GECPF or Agent to take or be placed in possession of the Property, or for the appointment of a receiver, Lender, GECPF or Agent shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Act, to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Lender, GECPF or Agent, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1703 of the Act.

(d) Waiver of Redemption. Pursuant to Section 5/15-1601(b) of the Act, Borrower hereby waives any and all right to redemption.

(e) Business Loan Recital; Statutory Exemptions.

(i) Borrower acknowledges and agrees that (i) the proceeds of the loans will be used in conformance with subparagraph (1)(I) of Section 4 of the Interest Act (815 ILCS 205/0.01 et seq.); (ii) that the indebtedness secured hereby constitutes a business loan which comes within the purview of subparagraph (1)(C) of said Section 4; and (iii) that the loans are exempt transactions under the Truth-in-Lending Act, 15 U.S.C. Sec. 1601 et seq.

(ii) Borrower acknowledges and agrees that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act).

(f) Lender's, GECPF's or Agent's Lien for Service Charge and Expenses; Maximum Indebtedness Secured. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to the Indebtedness disbursed from time to time) the payment of any Protective Advances and all other expenses and advances due to or incurred by Agent in connection with the Indebtedness and which are to be reimbursed by Borrower under the terms of this Mortgage, the Note or the other Loan Documents; provided, however, that in no event shall the total amount of the Indebtedness plus such additional amounts exceed 200% of the original aggregate principal amount of the Note and Schedule No. 2.

[SIGNATURE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed by its duly authorized representatives as of the date first above written.

WITNESS:

Don Galish
Don Galish

BORROWER:

NORWEGIAN AMERICAN HOSPITAL
INC., an Illinois not for profit corporation

By William E Groeper
Its CEO

ATTEST:

By Susana Durantes
Name SOSANA DURANTES
Its Administrative Asst.

By Michael J. O'Grady, Jr.
Name MICHAEL J. O'GRADY, JR.
Its President

State of Illinois)

County of Cook)

I MARITZA VARGAS do hereby certify that on the 12nd day of September, 2005, William E. Groeper, personally appeared before me and being first duly sworn by me severally acknowledged that he/she is the same person who signed the foregoing document in his/her capacity therein set forth as his/her act and deed as such _____ for the use and purpose therein mentioned, and that the said instrument is the act and deed of said _____ and declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written. (insert official capacity of official)

(NOTARY SEAL)
Maritza Vargas
Notary Public
My Commission Expires: 9/4/06



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 AND THE VACATED ALLEY LYING EAST AND ADJOINING LOTS 7 THROUGH 12 IN BLOCK 7 IN CARTER'S RESUBDIVISION OF BLOCK 17 IN CARTER'S SUBDIVISION BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1885 AS DOCUMENT NUMBER 636177, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION AND GRANT OF EASEMENTS DATED OCTOBER 6, 2005 AND RECORDED 10/21, 2005 AS DOCUMENT 0529418049 BY NORWEGIAN AMERICAN HOSPITAL INC. FOR THE PURPOSE OF INGRESS AND EGRESS TO AND FROM THE MEDICAL OFFICE BUILDING AND THE ADJACENT PUBLIC RIGHTS OF WAY AND TO GAIN ACCESS TO AND FROM THE HOSPITAL, AND FOR PEDESTRIAN AND VEHICULAR ACCESS OVER AND UPON THE PARKING AREAS, VEHICULAR ACCESS AISLES AND PEDESTRIAN WALKWAYS LOCATED, FROM TIME TO TIME, ON THE EASEMENT PARCEL DESCRIBED AS FOLLOWS. THAT PART OF FRANCISCO STREET LYING SOUTH OF THE SOUTH LINE OF THOMAS STREET AND LYING NORTH OF THE NORTH LINE OF CORTEZ STREET, ALL IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS: 16-01-307-001-0000

16-01-307-002-0000
16-01-307-003-0000
16-01-307-004-0000
16-01-307-005-0000
16-01-307-006-0000
16-01-307-007-0000
16-01-307-008-0000
16-01-307-009-0000
16-01-307-010-0000
16-01-307-011-0000