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THIS DOCUMENT
PREPARED BY, AND
AFTER RECORDING,
RETURN TO:

Peter H. Barrow
Neal, Gerber & Eisenberg LLP
Two North LaSalle Street
Suite 2200
Chicago, Illinois 60602

TICOR 990035075



Doc#: 0612445130 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/04/2006 01:50 PM Pg: 1 of 17

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REAL ESTATE MORTGAGE

THIS REAL ESTATE MORTGAGE (this "Mortgage") is given this 4/11 day of Apr. 1, 2006 by Berto Graziano, whose address is 3621 Lawson Road, Glenview, Illinois 60026 ("Mortgagor"), in favor of MB FINANCIAL BANK, N.A. whose address is 6111 North River Road, Rosemont, IL 60018 ("Mortgagee").

R.G. Hospitality, LLC, an Illinois limited liability company (the "Borrower") and Mortgagee are parties to a Credit Agreement of even date herewith (as amended, modified, supplemented or restated, the "Credit Agreement"). Mortgagor has guaranteed all liabilities and obligations of the Borrower under the Credit Agreement pursuant to a Guaranty of even date herewith (as amended, modified, supplemented or restated, the "Guaranty"). Mortgagor has agreed to grant Mortgagee this Mortgage to secure all obligations of the Borrower under the Credit Agreement and all obligations of the Mortgagee under the Guaranty.

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Credit Agreement.

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Mortgagee the real estate located in the County of Cook, State of Illinois, described on Exhibit "A" attached hereto, together with the easements, improvements, hereditaments, and appurtenances, now or hereafter belonging thereto, and the rents, income and profits therefrom and all fixtures now or hereafter attached to or used in connection therewith (all of the foregoing being collectively referred to herein as the "Premises").

TO SECURE the payment of principal, interest, late charges and prepayment premiums in accordance with the terms, provisions and limitations of this Mortgage, the Credit Agreement and the Guaranty, and all extensions, modifications and renewals thereof, and for the purpose of further securing the payment of any and all sums, indebtedness and liabilities of any and every kind relating to the loan evidenced by the Credit Agreement or to the holder or assignee of this Mortgage or any obligations owing under the Credit Agreement and the Guarantor or under any other instrument, obligations, contracts or agreements, or dealings of any and every kind now or

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hereafter existing or entered into between Mortgagor and Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in the Credit Agreement and the Guarantor and in any other agreements, obligations and liabilities of Mortgagor to Mortgagee, whether absolute or contingent, whether now existing or hereafter created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) under (i) any agreement, device or arrangement designed to protect Borrower from fluctuations of interest rates, exchange rates or forward rates, including, but not limited to, dollar-denominated or cross-currency exchange agreements, forward currency exchange agreements, interest rate caps, collars or floors, forward rate currency or interest rate options, puts, warrants, swaps, swaptions, U.S. Treasury locks and U.S. Treasury options, (ii) any other interest rate hedging transactions, such as, but not limited to, managing Borrower's interest rate risk associated with any pending or potential capital market transactions such as fixed rate bond issues and (iii) any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing by and between the parties herein (hereinafter called the "Indebtedness"), and further to secure the prompt and faithful performance and observance by Mortgagor of all the terms, undertakings, covenants and conditions by Borrower or Mortgagor to be kept, observed or performed under or according to any and all instruments, obligations, contracts or agreements entered into or to be entered in the future between Borrower or Mortgagor and Mortgagee.

This Mortgage secures Indebtedness in the amount of \$8,000,000.

Mortgagor hereby covenants, warrants and agrees as follows:

1. To pay, or cause to be paid, the Indebtedness at the time and in the manner described therein.
2. So long as any part of the Indebtedness shall be unpaid. To remove from said Premises all statutory lien claims; to protect the title and possession of said real estate; and to pay when the same shall become due and before any interest or penalty for nonpayment attaches thereto, all taxes and assessments, general and special, now existing, or hereafter levied or assessed, upon said real estate or the interest therein created by this Mortgage, or which by applicable law may be levied or assessed against Mortgagee or its mortgage interest in said land, or the Indebtedness or upon this Mortgage, and deliver to Mortgagee satisfactory evidence of payment thereof.
3. To abstain from the commission of waste on the Premises and to keep the buildings thereon in good repair, and promptly comply with all statutes, ordinances, regulations and requirements of all departments of government, affecting the Premises. Mortgagor will promptly repair, restore, replace or rebuild any part of the Premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever, provided that Mortgagor shall have received the insurance proceeds from such casualty. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting the uses which may be made of the Premises or any part thereof.

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4. To keep said buildings, and any which may hereafter be erected upon the Premises insured against loss or damage by fire and such other hazards or risks as may be required by Mortgagee in such amount or amounts as may be required by Mortgagee but not less than the current fair market value or appraised value of the Premises (pursuant to an appraisal acceptable to Mortgagee), and to deliver to Mortgagee, as additional security hereto Certificates of Insurance of such insurance and of any additional insurance which shall be taken out upon such buildings while any part of the Indebtedness shall remain unpaid having attached to said policies such mortgage indemnity clauses as Mortgagee shall direct. Renewals of such policies shall be so delivered at least ten days before any such insurance shall expire. All such insurance carried shall be satisfactory to Mortgagee. Each policy evidencing such insurance shall be in a form and substance acceptable to Mortgagee, and name Mortgagee as "mortgagee" under a standard loss-payable clause. Each such policy shall provide that at least ten (10) business day's prior written notice of any cancellation of, or any material change in such insurance shall be given Mortgagee by the insurer. Any sum which may become due under any such policy may be applied by Mortgagee, at its option, either to reduce the Indebtedness or to repair or replace the improvements covered by said policy. In the event of any loss or damage to the Premises, Mortgagor will give immediate notice thereof to Mortgagee and Mortgagee shall have the right to make proof of such loss or damage if Mortgagor does not promptly do so. All proceeds payable under any such insurance policy, whether or not endorsed payable to Mortgagee, shall be payable directly to Mortgagee, and Mortgagee is authorized to settle, adjust or compromise any claims for loss or damage under any such policy. Mortgagee may procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine, provided Mortgagor fails to replace any such insurance within ten days after being notified that the insuring company is no longer approved by Mortgagee. In case of sale under foreclosure hereof, all such insurance shall thenceforth, and until the period of redemption shall expire, be made payable to the purchaser at sale; and in such event Mortgagee is hereby authorized to collect the unearned premium on any such policy as it may cause to be cancelled and apply such premium towards the payment of premium on any such new insurance so payable to the holder of such certificate. Mortgagee may act as Mortgagor's attorney-in-fact in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts, subject to the following: after the occurrence of any casualty event with respect to the Premises, equipment or other fixed or capital assets of Mortgagor or any of its Subsidiaries, which results in a loss in excess of \$50,000, Mortgagor shall give prompt notice thereof to Mortgagee. If no Event of Default has occurred and is continuing, Mortgagor may, at its option (to be exercised by delivery of notice to Mortgagee within thirty (30) days of such casualty event), elect to apply the proceeds of any casualty event to either: (i) the repair or replacement of the property affected thereby or (ii) the prepayment of the Term Note. If an Event of Default exists or if Mortgagor fails to make such election within thirty (30) days of such casualty event, Mortgagor shall make a prepayment of the Term Note in an amount equal to 100% of such proceeds. If Mortgagor timely elects to repair or replace the affected property, such repair or replacement shall be completed not later than ninety (90) days after the occurrence of the relevant casualty event (or such longer period of time as shall be consented to by Mortgagee, such consent not to be unreasonably withheld). To the extent

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such repair or replacement is not completed by the expiration of such period, following such expiration, Mortgagor shall make a prepayment of the Term Note in an amount equal to 100% of the remaining proceeds which have not been applied to repair or replacement of the affected property.

5. In case Mortgagor shall neglect or refuse to keep the Premises in good repair and condition, to pay promptly when due all taxes and assessments, as aforesaid, or to remove any statutory liens on the Premises, or to keep the buildings and improvements insured, as aforesaid, and deliver the policy or policies of insurance, or the renewals thereof, to Mortgagee, as aforesaid, then Mortgagee may, if it shall so elect, make repairs, pay such taxes and assessments, with the accrued interest, penalties, officer's fees, and expenses thereon, redeem the Premises which may be sold or forfeited for taxes or assessments, with the accrued interest, penalties, officer's fees, and expenses thereon, purchase any tax title thereon, remove any tax title thereon, remove any statutory liens and prosecute or defend any suits in relation thereto, insure and keep insured said buildings in the sum, as aforesaid, or for any less sum and for such time, as Mortgagee may deem proper. Any sums which may be so paid out by Mortgagee, and all sums paid out for substituted insurance, as aforesaid, including the costs, expenses and reasonable out-of-pocket attorneys' fees paid in any suit affecting the Premises, when necessary to protect the lien hereof, shall bear interest from the dates of such payments at a rate equal to the highest rate set forth in the Credit Agreement, shall be paid by Mortgagor to Mortgagee upon demand and shall be deemed a part of the Indebtedness, and recoverable as such in all respects. Any such liens, claims, taxes, assessments, or tax title so purchased, paid, or redeemed by Mortgagee shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed.
6. Mortgagor's failure to pay any insurance premium upon policies covering any of the Premises or failure to pay any taxes or assessments, or both, assessed against the Premises, or any installments thereof, before any interest or penalty for nonpayment attaches thereto, shall constitute waste and Mortgagor agrees to and hereby does consent to the appointment of a receiver with such powers as the court making such appointment shall confer. Payment by Mortgagee for and on behalf of Mortgagor of any such delinquent tax, assessment or insurance premium, properly payable by Mortgagor under the terms of this Mortgage, shall not cure the default herein described nor shall it in any manner impair Mortgagee's right to the appointment of a receiver on account thereof.
7. Notwithstanding any taking by eminent domain, or injury to or decrease in value of the Premises by any public or quasi-public authority, Mortgagor shall continue to pay interest on the entire principal sum secured by this Mortgage until any such award or payment shall have been actually received by Mortgagee and no reduction of principal shall be deemed to take effect until such receipt. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee, toward payment of the Indebtedness subject to the following: after the occurrence of any taking with respect to the Premises which results in a loss which is less than \$50,000, Mortgagor shall give prompt notice thereof to Mortgagee, and if no Event of Default has occurred and is continuing, Mortgagor may, at its option (to be exercised by delivery of notice to

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Mortgagee within thirty (30) days of such taking), elect to (i) retain the award of any taking or (ii) apply it to the prepayment of the Term Note. If an Event of Default exists or if Mortgagor fails to make such election within thirty (30) days of such taking, Mortgagor shall make a prepayment of the Term Note in an amount equal to 100% of such proceeds. If prior to any receipt by Mortgagee of such award or payment the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not such deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment. Subject to the terms of this Paragraph 7 above, Mortgagee is hereby appointed attorney-in-fact for the foregoing purpose and as such is duly authorized and empowered to receive, receipt for discharge and satisfy any such award or judgment, whether joint or several, on behalf of Mortgagor, which said receipt, discharge and satisfaction shall be legally effective and binding as if given directly by Mortgagor; provided, however, that nothing herein contained shall deprive Mortgagor of the right to contest either the necessity of any such condemnation or the value placed on the Premises therein.

8. Mortgagee and any persons authorized by Mortgagee shall upon reasonable request in writing have the right from time to time to appraise or to cause Mortgagor to appraise the Premises and to enter and inspect the Premises at all reasonable times upon prior written notice.
9. That Mortgagee shall have the right from time to time to sue for any sums whether interest, damages for failure to pay principal or any installment thereof taxes, installments of principal, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not the principal sum secured or any other sums secured by this Mortgage shall be due and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action for a default or defaults by Mortgagor existing at the time such earlier action was commenced.
10. Mortgagee shall have all rights and remedies provided for in this Mortgage and otherwise permitted by law, and upon the occurrence of an Event of Default by Mortgagor under the terms of this Mortgage, the Credit Agreement or any other Loan Document, Mortgagee shall have the right, and is hereby authorized:
 - (a) To obtain or update abstracts of title, title searches, title insurance and environmental reports, audits and investigations and with respect to the Premises and all sums expended therefor shall be part of the Indebtedness and shall bear interest at the highest rate set forth in the Credit Agreement;

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- (b) To foreclose this Mortgage by action pursuant to applicable law; and
- (c) To sell, release and convey the Premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Indebtedness in full and the expenses of such sale, including attorneys' fees as provided by law to Mortgagor.

All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time and no delay by Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof. No single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this Mortgage, "maturity" means such time as the Indebtedness shall be or shall become due and payable, whether by the terms of the instruments or pursuant to paragraph 10 hereof or otherwise.

11. That in case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Premises may be sold in one parcel and as an entirety or in such parcels, or portions thereof, manner or order as Mortgagee in its sole discretion may elect.
12. Mortgagor or any other person hereafter obtaining a mortgage or lien upon, or any other interest in the Premises, releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State where the Premises are located and waives with respect to any foreclosure of this Mortgage, (i) any right to marshalling of the Premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium laws, now existing or hereafter enacted, and (iii) any right to reinstatement or redemption provided by any law now existing or hereafter enacted.
13. If the ownership of the Premises, or any part thereof, becomes vested in a person other than Mortgagor, Mortgagee may deal with such successor or successors in interest with reference to this Mortgage, and the debt hereby secured, in the same manner as with Mortgagor, without in any manner vitiating or discharging Mortgagor's liability hereunder or upon the debt hereby secured. Mortgagor shall at all times continue primarily liable on the Indebtedness until this Mortgage is fully discharged or Mortgagor is formally released by an instrument in writing duly executed by Mortgagor.
14. Mortgagor understands, agrees and expressly consents, that Mortgagee hereby reserves and shall have the optional right to declare all sums secured by this Mortgage to be immediately due and payable, in the event Mortgagor without Mortgagee's prior written consent, grants any other mortgage, lien or encumbrance upon the Premises or sells, transfers, assigns, or conveys any interest in the mortgaged Premises. Mortgagee's option to accelerate in any such cases may be exercised by the written notice thereof to any one or more of Mortgagors or to any one or more of the parties to whom such mortgage, lien or encumbrance was granted or such interest was sold, transferred, assigned or conveyed; and no one waiver by Mortgagee shall estop or bar an exercise of such optional right to accelerate by Mortgagee upon any subsequent mortgage, lien or

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encumbrance or the sale or sales, assignment or assignments, transfer or transfers or conveyance or conveyances.

15. In the event of a payment to Mortgagee, pursuant to the provisions hereof, of any proceeds of insurance or of proceeds of any condemnation or eminent domain award, or proceeds from any sale of the Premises at foreclosure, Mortgagee shall have the right to apply such profits or proceeds, in such amounts and in proportions as Mortgagee shall, in its sole discretion, determine, to the full or partial satisfaction of any or all of the Indebtedness and obligations of Mortgagor's secured hereby, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor.
16. Mortgagor agrees as follows: that upon (x) the occurrence of a default or Event of Default under either of the mortgages listed on Exhibit B attached hereto and made a party hereof (the "Cross-Collateralized Mortgages"), or any other lien, security interest or assignment covering the property encumbered by the Cross-Collateralized Mortgages (the "Other Property") or any part thereof, or (y) the holder of any lien, security interest or assignment under the Cross-Collateralized Mortgages declaring a default or instituting foreclosure or other proceedings for the enforcement of its remedies thereunder, Mortgagor may exercise all rights and remedies provided hereunder, including without limitation, all rights and remedies provided under Paragraph 10 hereunder.
17. Mortgagor shall execute, acknowledge and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm and protect the lien of this Mortgage on the fixtures under the provisions of the Code, or otherwise, and this Mortgage shall be considered to be and shall be construed as a security agreement in which Mortgagor grants Mortgagee a security interest in the fixtures as previously described herein.
18. Mortgagor will not create or permit to exist any lien, encumbrance or security interest in the Premises to, or in favor of, any one other than Mortgagee.
19. (a) All covenants, warranties and representations from Mortgagor to Mortgagee in any loan application or similar document executed by Mortgagor and relating to the Premises are incorporated herein by reference in their entirety. The breach of any covenant, warranty or representation contained in such loan application shall be an occurrence of default under the terms of this Mortgage, if not cured after expiration of the applicable notice and cure period under the Credit Agreement, if any.

(b) Mortgagor covenants that Mortgagor has no knowledge that the Premises is contaminated by Hazardous Materials (as defined herein), that there is no present or threatened action regarding the environmental condition, and further covenants, so long as the Indebtedness remains outstanding: (i) that it shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor, any tenant, subtenant or occupant, the discharge, dispersal, release or disposal of Hazardous Materials onto the Premises, other than legally permissible amounts of Hazardous Materials which are customarily stored at similar premises; and (ii) that it shall not allow

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any conditions to exist that would subject it to damages, penalties, injunctive relief or clean-up costs under any applicable federal, state or local statutes, laws or regulations, or at common law.

(c) Mortgagor shall comply with and ensure compliance by all tenants, subtenants and occupants with all applicable federal, state and local laws ordinances, rules and regulations with respect to environmental matters, and shall keep the Premises free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations.

(d) Mortgagor represents that no notice has been served on Mortgagor or any others previously in possession regarding the environmental condition of the Premises. In the event that Mortgagor receives any information, notice or advice from any source that an environmental impact or threatened or actual release affecting the environmental condition of the Premises is alleged, suspected or observed or with regard to Hazardous Materials, Mortgagor shall immediately notify Mortgagee and in no event later than 24 hours after such receipt. The phrase "environmental condition" includes any adverse effect on the surface or ground water, drinking water supply, land surface or subsurface strata and the ambient air. Mortgagor represents that no notice has been served on Mortgagor or any other previously in possession of the Premises regarding the environmental condition of the Premises.

(e) If Mortgagor breaches any covenant, warranty or representation contained herein or if Mortgagor permits any condition or substance on the Premises which impairs the environmental condition of the Premises, Mortgagor, at its own expense, shall conduct all investigations, removal, remedial and all other actions necessary to evaluate and correct any condition or substance causing degradation of the environmental condition of the Premises in accordance with governmental or judicial direction and all applicable federal, state and local laws, ordinances, rules, regulations and policies and to the satisfaction of Mortgagee. Mortgagor shall provide Mortgagee with copies and verification of all reports concerning such investigations and other actions so taken.

(f) If an environmental assessment has been conducted at Mortgagee request, such assessment shall not be deemed a waiver or relinquishment of Mortgagee's right to rely on the covenants, representations, warranties or agreements made herein and in the Loan Documents or to receive the protection and indemnity contained herein. If at any time during the term of the Indebtedness, Mortgagee reasonably believes that any federal, state and local law, ordinance, rule or regulation, with respect to Hazardous Materials or the environmental condition of the Premises, has been or is being violated, Mortgagee shall have the right to require Mortgagor, at Mortgagor's expense to have an environmental assessment or assessments completed and to furnish evidence satisfactory to Mortgagee that no such violation has occurred. Until receipt of such evidence Mortgagee shall not be required to make any advances or loans to Mortgagor. Mortgagee's exercise of its rights under this subparagraph (f) shall in no way limit its other rights and remedies outlined herein and in the Loan Documents.

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(g) Mortgagor has a continuing duty to notify Mortgagee of any change of conditions affecting the continuing accuracy and truthfulness of any covenant, representation, or warranty of Mortgagor, contained in this Mortgage or in any Loan Application Environmental Questionnaire delivered by Mortgagor to Mortgagee.

(h) Mortgagor agrees to indemnify, defend and hold harmless, Mortgagee against any and all claims, losses, costs, damages, liabilities, and expenses (including all reasonable attorneys' fees), asserted against or incurred by Mortgagee and directly or indirectly arising out of or attributable to Mortgagor's breach of any covenant, warranty or representation herein, Mortgagor's use of Hazardous Materials, violation of federal, state or local laws, ordinances, rules or regulations by Mortgagor, or degradation of the environment in connection with the Premises, whether by Mortgagor or by others, and whether occurring before or after the execution of this Mortgage.

(i) For purposes of this Mortgage, "Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety, or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, hazardous materials, hazardous waste, regulated substances, hazardous or toxic substances, asbestos-containing materials, polychlorinated biphenyls, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. § 1301 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; and any other local, state or federal environmental statutes, and all rules, regulations, orders and decree now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

20. Unless specifically provided otherwise, any notice for purposes of this Mortgage or any other Loan Documents shall be given in writing or by facsimile (fax) transmission and shall be addressed or delivered to the respective addresses set forth below, or to such other address as may have been previously designated by the intended recipient by notice given in accordance with this paragraph. If transmitted by facsimile or personal delivery, the notice shall be effective when transmission is confirmed or when delivered, respectively. Mailed notices shall be sufficient if sent by first-class mail, postage prepaid, and the notice shall be deemed effective when sent. No notice of change of address shall be effective except upon actual receipt, and service of a notice required by any applicable statute shall be considered complete when the requirements of that statute are met. This paragraph shall not be construed in any way to affect or impair any waiver of notice or demand provided in any Loan Documents or to require giving of notice or demand to or upon any person in any situation or for any reason. "Loan Document" means any instrument evidencing the Indebtedness, any instrument securing the

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Indebtedness, any agreement guarantying the Indebtedness and any document executed in connection with or referred to in any of the foregoing.

21. The terms, conditions and covenants contained herein shall bind, and the benefits and advantages thereof inure to, the respective heirs, executors, administrators, assigns, personal representatives, and successors of the parties hereto.
22. (a) Mortgagee may at any time release all or any part of the Premises from the lien of this Mortgage or release the personal liability without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, the other interest in, the Premises. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Mortgagee to the placing of a mortgage, lien or other encumbrance on the Premises.

(b) Mortgagor (i) waives notice of any advances or other extensions of credit included in the Indebtedness, (ii) waives any right to require Mortgagee to sue upon or otherwise enforce payment of the Indebtedness or to enforce any security therefor before exercising its rights and remedies under this Mortgage, and (iii) agrees that the validity and enforceability of this Mortgage shall not be impaired or affected by any failure of Mortgagee to obtain or perfect or secure priority of, any other security at any time given, or agreed to be given, by any person of the Indebtedness

(c) Mortgagee is authorized from time to time and without notice to or consent by Mortgagor and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Mortgagee may see fit, with regard to any of the Indebtedness as to which Mortgagor is not the obligor or with regard to any security for the Indebtedness that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this Mortgage.
23. If Mortgagee shall incur or, expend any sums, including reasonable out-of-pocket attorneys' fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title policy relating to title to the Premises, or for any appraisal or re-appraisal of the Premises, or for environmental audits or reports, all such sums shall on reasonable notice and demand be paid by Mortgagor.
24. The rights of Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that no act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.

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25. This Mortgage cannot be changed except by agreement in writing signed by the party against whom enforcement of the change is sought.
26. If any provision of this Mortgage shall be prohibited or unenforceable by any application of law, the provision shall be ineffective only to the extent and for the duration of such prohibition or unenforceability, and the unenforceability or prohibition thereof shall not invalidate any of the remaining provisions hereof.
27. Nothing contained in this Mortgage or any exhibit attached hereto or any agreement given pursuant hereto shall be deemed or construed as creating any relationship other than that of Mortgagor and Mortgagee. There is no partnership or joint venture between Mortgagee and Mortgagor, or between Mortgagee and any other person and Mortgagee is not responsible in any way for the debts or obligations of Mortgagor or any other person. Nothing in this Mortgage or its attachments makes Mortgagee a fiduciary for Mortgagor or any other person, or an owner or operator of the Premises.
28. Any appraisals of Mortgagor's property or evaluation of the potential profitability of the enterprise to be engaged in by Mortgagor in connection with the extension of credit from Mortgagee to Mortgagor, are for the sole benefit of Mortgagee and do not constitute a representation of the likelihood of profitability of such enterprises by Mortgagee to Mortgagor.
29. This Mortgage shall be governed by Illinois law.
30. Mortgagor agrees not to set up or claim the benefit of homestead, curtesy or dower laws, or any exemption or insolvency laws against any claim of Mortgagee, for any sum of money which may become due and payable to it, under the covenants and agreements of the Credit Agreement, or of this Mortgage, or any other instrument securing the Credit Agreement, or against the securing of execution of any judgment sought thereon, all of said rights and exemptions being hereby expressly waived.
31.
 - (a) Mortgagor shall pay all costs and expenses in connection with the loans made pursuant to the Credit Agreement and the preparation, execution, and delivery of the Loan Documents including, but not limited to, fees and disbursements of counsel appointed by Mortgagee, and all recording costs and expenses, documentary stamp tax and intangible tax on the entire amount of funds disbursed under the loan, and other taxes, surveys, appraisals, premiums for policies of title and other insurance and all other fees, costs and expenses, if any, set forth in any loan commitment letter or the Loan Documents, or otherwise connected with the loan transaction.
 - (b) Mortgagor shall pay or reimburse Mortgagee for all costs, charges, expenses, and reasonable out-of-pocket attorneys' fees paid or incurred by Mortgagee pursuant to this Mortgage including but not limited to those costs, charges, expenses and fees paid or incurred for the payment of real estate taxes, assessments, utility charges, governmental and non-governmental charges or levies, insurance, completion of construction, repairs, or in any action, proceeding or dispute of any kind in which Mortgagee is a party because of any obligation not being duly and promptly performed or being violated, including, but

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not limited to, the foreclosure or other enforcement of this Mortgage, any condemnation or eminent domain action involving the Premises or any part thereof, any action to protect the security hereof, or any proceeding in probate, reorganization, bankruptcy, or forfeiture in rem. All such amounts paid or incurred by Mortgagee, together with interest thereon at the default rate from the date incurred by Mortgagee, shall be secured by this Mortgage and shall be due and payable by Mortgagor immediately, upon reasonable notice or demand therefor.

(c) Wherever provision is made herein for payment of reasonable out-of-pocket attorneys' or counsels' fees or expenses incurred by Mortgagee, said provision shall include, but not be limited to, such fees or expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

32. All loans presently existing and hereafter obtained from Mortgagee to Mortgagor will be cross-collateralized and cross-defaulted. Any security agreement, guaranty, mortgage, loan agreement, or other agreement shall secure the repayment of all Indebtedness of Mortgagor to Mortgagee. A default in the terms of any note, security agreement, guaranty, mortgage, loan agreement, or other agreement from Mortgagor to Mortgagee shall constitute a default of all other notes, security agreements, guaranties, mortgages and other agreements between Mortgagor and Mortgagee.
33. Mortgagee, upon the written request of Mortgagor (such a request which contains or is accompanied by the materials required in this Section 33) shall release this Mortgage and/or individual parcels which are subject to the Cross-Collateralized Mortgages from the lien of this Mortgage by the execution and delivery of a release (if the Premises are being released) or partial release of mortgage (if one of the Other Properties is being released) in form satisfactory to Mortgagee with respect to such released parcel, subject to the following conditions precedent:
- (a) Each release shall be effected only in connection with the bona fide sale of the applicable release parcel to a person that is not an affiliate of Mortgagor.
- (b) Mortgagee shall receive on the release date, in cash or other medium of payment satisfactory to Mortgagee in its sole discretion, a release price with respect to such release parcel in an amount equal to the sum of (i) the proportionate value of the release parcel as it relates to the loan, as determined by Mortgagee, which shall be applied as a prepayment of principal in reduction of the outstanding principal balance of the Term Note in accordance with the terms thereof, (ii) all accrued and unpaid interest calculated on the amount set forth in clause (i) above, (iii) all of Mortgagee's costs and expenses incurred as a result of such release, and (iv) any prepayment fee, to the extent applicable, as calculated pursuant to Section 4.6 of the Credit Agreement, subject to Paragraph 33(c)(iv) below.
- (c) Mortgagor shall deliver to Mortgagee on or before the release date the following documents, and such other documents as Mortgagee may reasonably request: (i) a

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certification by Mortgagor to Mortgagee that there is no Event of Default under this Mortgage, either Cross-Collateralized Mortgage or any other Loan Documents as of the release date; (ii) an endorsement to Mortgagee's title insurance policy or policies at Mortgagor's expense extending the effective date thereof to the date of recording of the release and insuring Mortgagee that the lien on the Premises and on the remaining Other Property created by the Cross-Collateralized Mortgages is and remains a first and prior lien with no additional exceptions not approved in writing by Mortgagee, in form, scope and substance satisfactory to Mortgagee, and a report satisfactory to Mortgagee establishing that there is no other lien of record affecting the personal property included within the Other Property which was not permitted or consented to by Mortgagee pursuant to the terms of this Mortgage or the Cross-Collateralized Mortgages; (iii) an opinion of Mortgagor's counsel in form and substance satisfactory to Mortgagee, at Mortgagor's expense, confirming the validity and enforceability of the Loan Documents, as amended, and (iv) if Mortgagor does not elect to pre-pay a portion of the loan pursuant to Paragraph 33(b)(iv) above, replacement collateral (to replace the release parcel) with a value equal to the greater of (x) the then current fair market value of the release parcel or (y) the appraised value of the release parcel, together with a loan policy for such replacement collateral and such other documents relating to the replacement collateral as Mortgagee may request, which property value, appraisal and documents shall all be satisfactory to Mortgagee.

(d) All of the representations and warranties of Mortgagor under this Mortgage, the Loan Documents and the Cross-Collateralized Mortgages, and all certificates of Mortgagor delivered pursuant thereto are and shall remain true and correct in all material respects.

(e) No Event of Default shall have occurred and be continuing as of the release date, either before or after giving effect to the release.

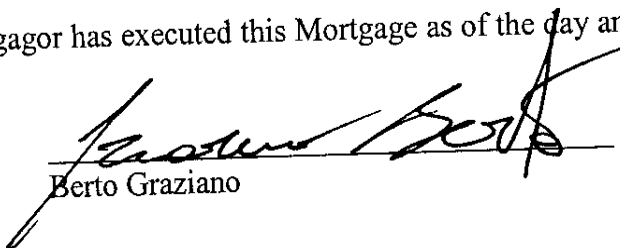
(f) All release instruments shall be satisfactory to Mortgagor in form, scope and substance.

[signature page follows]

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MORTGAGOR AND, BY ACCEPTING THE BENEFITS HEREOF, MORTGAGEE, ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE OR THE INDEBTEDNESS.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.


Berto Graziano

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that Berto Graziano, a natural person, personally known to me to be the same person whose name is subscribed to the foregoing guaranty appeared before me this day in person, and acknowledged that he signed and delivered the said guaranty as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of April, 2006.

Sharon L. Westbrook
Notary Public



Property Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 3 IN PHASE 2 OF WILLOWRIDGE ESTATES SUBDIVISION IN THE NORTH WEST ¼ OF THE SOUTH WEST ¼ IN SECTION 21, TOWNSHIP 42, NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS AS SET FORTH IN THE GRANT OF EASEMENTS DATED FEBRUARY 25, 1991 AND RECORDED FEBRUARY 27, 1991 AS DOCUMENT 91088929.

PIN: 04-21-301-098-0000

PROPERTY ADDRESS: 3621 Lawson Road
Glenview, Illinois 60026

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EXHIBIT B

[CROSS-COLLATERALIZED MORTGAGES]

1. That certain Real Estate Mortgage of even date herewith made by Robyn Wall, as Trustee under The Robyn Wall Trust Agreement dated July 23, 2002, in favor of Mortgagee, encumbering that certain real property commonly known as 22 Park Lane, Unit #412, Park Ridge, Cook County, Illinois, recorded on the same date as this Mortgage in the Cook County Recorder's Office.

2. That certain Real Estate Mortgage of even date herewith made by Robyn Wall, as Trustee under The Robyn Wall Trust Agreement dated July 23, 2002, in favor of Mortgagee, encumbering that certain real property commonly known as 527 Big Horn Avenue, Colburn, Adams County, Wisconsin, recorded on the same date as this Mortgage in the Adams County Recorder's Office.

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