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This document prepared by, and after recording send a copy to:

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Address of Property:

5803-5805 N. Ridge Ave.
Chicago, Illinois 60660
PIN: 14-05-312-008-0000



Doc#: 0627745075 Fee: \$80.50
Eugene "Gene" Moore RHSP Fee: \$10.00
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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT ("Mortgage") is made as of this 28th day of September, 2006, between **CHICAGO TITLE LAND TRUST COMPANY**, as successor to LaSalle Bank National Association, not personally but solely as Trustee under Trust Agreement dated August 10, 1987 and known as Trust No. 926 ("Mortgagor") and **BERNARD LEVITON**, an individual, having an office at 1839 N. Lincoln Ave., Chicago, Illinois 60614 ("Lender").

RECITALS

WHEREAS, Patrick J. Turner ("Beneficiary") (i) holds 75% of the beneficial interest in the Mortgagor and holds the power of direction thereto and (ii) is the President of Dynaprop Development Corporation, an Illinois corporation, which is the sole manager of Dynaprop XIX: State and Cullerton LLC, an Illinois limited liability company ("Borrower").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00), or so much thereof as may be now or hereafter disbursed to or for the benefit of Maker (as defined below), which indebtedness is evidenced by the Mortgage Note from Mortgagor in the amount of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00) dated of even date herewith and all modifications, substitutions, extensions, replacements and renewals thereof (collectively "Mortgage Note") providing for repayment of principal and interest and providing for a final payment of all sums due thereunder on or before November 28, 2008. All obligors on the Mortgage Note are collectively referred to herein as "Maker".

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WHEREAS, Lender and Borrower are parties to that certain Loan Agreement of even date herewith (the "Loan Agreement"), pursuant to which the Lender advanced, or will advance, to, or for the benefit of, the Borrower proceeds of the loan evidenced by the Mortgage Note.

DEFINITIONS AND INTERPRETATION

Any term initially capitalized but not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement. Any statement contained herein that the Mortgagor will take certain actions (including making certain payments) shall be interpreted herein to mean that the Beneficiary will take such action (or make such payment) or cause the Borrower to take such action (or make such payment), as applicable. The term "Mortgagor" shall also include "Beneficiary" when the context so requires.

THE GRANT

TO SECURE to Lender the repayment of the indebtedness evidenced by the Mortgage Note, with interest thereon; the payment of all charges provided herein and all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; the performance of the covenants and agreements contained herein and in the Mortgage Note; and the payment and performance of all future advances and all other indebtedness and obligations of every kind of Borrower to Lender whether now or hereafter existing under any or all of the Loan Documents (collectively, the "Secured Indebtedness" or "Indebtedness"); and also in consideration of Ten and 00/100 (\$10.00), the receipt and sufficiency whereof is acknowledged, Mortgagor does hereby convey, grant, mortgage and warrant to Lender the real estate ("Real Estate") located in the County of Cook, State of Illinois and described on Exhibit A attached hereto, subject only to the covenants, conditions, easements and restrictions identified on Exhibit B attached hereto, if any ("Permitted Encumbrances"). The Real Estate has the common street address of 5803-5805 North Ridge Avenue, Chicago, Illinois 60660 ("Property Address");

TOGETHER WITH all buildings, structures, improvements, tenements, fixtures, easements, mineral, oil and gas rights, appurtenances thereunto belonging, title or reversion in any parcels, strips, streets and alleys adjoining the Real Estate, any land or vaults lying within any street, thoroughfare, or alley adjoining the Real Estate, and any privileges, licenses, and franchises pertaining thereunto, all of the foregoing now or hereafter acquired, all leasehold estates and all rents, issues, and profits thereof, for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to: (i) proceeds of insurance in effect with respect to the Real Estate or improvements thereon and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate or improvements thereon, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards") (which are each pledged primarily and on a parity with the Real Estate and not secondarily), and all apparatus, equipment or articles now or hereafter located thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and any other apparatus, equipment or articles used or useful in the operation of the Real Estate or improvements thereon including all additions, substitutions and replacements thereof (other than any personal property or trade fixtures of any tenant on the property, other than Mortgagor or Beneficiary). All of the foregoing are declared to be a part of the Real Estate whether physically attached or not. All similar apparatus, equipment, articles and fixtures hereafter placed on the Real Estate by Mortgagor or its successors or assigns shall be considered as constituting part of the Real Estate.

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All right, title and interest of Beneficiary in and to all tangible personal property (herein called "Personal Property"), owned by Beneficiary and now or at any time hereafter located in, on or at the Real Estate or used or useful in connection therewith, including, but not limited to (i) all furniture, furnishings and equipment owned by Beneficiary and/or furnished by Beneficiary to tenants of the Real Estate; (ii) all equipment and located upon the Real Estate; (iii) all office furniture, equipment and supplies; (iv) all maintenance supplies and inventories; (v) all goods and other personal property located on the Real Estate; provided that the enumeration of any specific articles of Personal Property set forth above shall in no way exclude or be held to exclude any items of property not specifically enumerated; but provided that there shall be excluded from and not included within the term "Personal Property" as used herein and hereby mortgaged and conveyed any equipment, trade fixtures, furniture, furnishings or other property of tenants of the Premises other than the Beneficiary. (All of the foregoing, together with the Real Estate are hereinafter referred to as the "Property").

To have and to hold the Property unto the Lender, its successors and assigns forever, for the purposes and uses set forth herein, free from all rights and benefits under any Homestead Exemption laws of the state in which the Property is located, which rights and benefits Mortgagor does hereby expressly release and waive.

COVENANTS AND AGREEMENTS

Mortgagor and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Mortgagor shall promptly pay or cause to be paid when due all Secured Indebtedness.

2. **FUNDS FOR TAXES AND INSURANCE.** Subject to applicable law, if requested by Lender upon and during the continuance of an Event of Default, Mortgagor shall thereafter pay or cause to be paid to Lender on the day periodic payments of principal and interest are payable under the Mortgage Note, until the Mortgage Note is paid in full, the following amounts (collectively "Funds"): (i) a sum equal to all general and special real estate and property taxes and assessments (including condominium and planned unit development assessments, if any) and ground rents on the Property, if any (collectively "Impositions") next due on the Property, all as estimated by Lender, divided by the whole number of fiscal quarters to elapse before the fiscal quarter prior to the date when such Impositions will become due and payable; provided that in the case of the first such deposit, there shall be deposited in addition to an amount which, when added to the aggregate amount of quarterly sums next payable under this subparagraph (i), will result in a sufficient reserve to pay the Impositions next becoming due one fiscal quarter prior to the date when such Impositions are, in fact, due and payable, plus (ii) a sum equal to an installment of the premium or premiums that will become due and payable to renew the insurance required in Paragraph 6, each installment to be in such an amount that the payment of approximately equal installments will result in the accumulation of a sufficient sum of money to pay renewal premiums for such insurance at least one (1) fiscal quarter prior to the expiration or renewal date or dates of the policy or policies to be renewed, if any, all as are reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held by Lender or, at Lender's election, in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency ("depository account"). Lender shall apply the Funds to pay the Impositions, except upon and during the continuance of an Event or Default, Lender may apply the Funds to the Secured Indebtedness as Lender sees fit. Lender shall not be required to pay any interest or earnings on the Funds unless otherwise required by law, in which case, all interest shall accrue in the depository account and Lender may charge for so holding and applying the Funds, analyzing the account or

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verifying and compiling assessments and bills. Upon Mortgagor's request, Lender shall provide to Mortgagor an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit was made. The Funds are pledged as additional security for the sums secured by this Mortgage. The Funds are for the benefit of Mortgagor and Lender only and no third party shall have any right to or interest in the Funds or the application thereof.

If the amount of Funds held by Lender, together with the future quarterly installments of Funds payable to the due dates of Impositions, shall exceed the amount required to pay said Impositions and insurance premiums as they fall due, such excess shall be retained by Lender or in the depository account and credited to subsequent quarterly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay the Impositions and insurance premiums as they fall due, Mortgagor shall, within ten (10) days after written demand therefor, immediately pay or cause to be paid to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all Secured Indebtedness, Lender shall promptly refund to Mortgagor, or to any person to whom Mortgagor directs, any Funds held by Lender. If, under Paragraph 18, the Property is sold or is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the Secured Indebtedness.

3. **APPLICATION OF PAYMENTS.** Unless prohibited by applicable law, all payments received by Lender under the Loan Documents shall be applied by Lender first to payments of Lender's expenses, then to interest payable on the Mortgage Note and to any prepayment premium which may be due, and then to Mortgage Note principal (and if principal is due in installments, application shall be to such installments in the inverse order of their maturity).

Any applications to principal of proceeds from insurance policies, as provided in Paragraph 6, or of condemnation awards, as provided in Paragraph 10, shall not extend or postpone the due date of any quarterly installments of principal or interest, or change the amount of such installments or of the other charges or payments provided in the Mortgage Note or other Loan Documents.

4. **LIENS.** Mortgagor shall keep the Property free from mechanics and all other encumbrances and liens, except statutory liens for real estate taxes and assessments not yet due and payable and except for mechanics liens that Mortgagor is diligently contesting, in which case Mortgagor shall provide such assurances as Lender shall reasonably request, to protect against said lien attaching to the Property.

5. **TAXES AND ASSESSMENTS; RENTS.** Mortgagor shall pay or cause to be paid when due all Impositions and water, sewer and other charges, fines and Impositions attributable to the Property and leasehold payments, if any, and all other sums due under any ground lease attributable to the Property. Mortgagor shall, upon request by Lender, provide evidence satisfactory to Lender of compliance with these requirements promptly after the respective due dates for payment. Mortgagor shall pay, in full, but under protest in the manner provided by Statute, any tax or assessment Mortgagor desires to contest.

6. **INSURANCE. DEFINITIONS.** For purposes of this Section 6:

"Premises" means all land, improvements and fixtures.

"Real Estate" means only the land.

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(a) **INSURANCE COVERAGE.** Mortgagor, at its sole cost and expense, shall insure and keep insured the Premises against such perils and hazards, and in such amounts and with such limits, as Lender may from time to time reasonably require and, in any event, including:

(i) **ALL RISK.** Insurance against loss to the Premises on an "All Risk" policy form, covering insurance risks no less broad than those covered under a Standard Multi Peril (SMP) policy form, which contains a 1987 Commercial ISO "Causes of Loss - Special Form", and insurance against such other risks as Lender may reasonably require, including, but not limited to, insurance covering the cost of demolition of undamaged portions of any portion of the Premises when required by code or ordinance and the increased cost of reconstruction to conform with current code or ordinance requirements and the cost of debris removal. Such policies shall be in amounts equal to the full replacement cost of the Premises (other than the Real Estate), including the foundation and underground pipes, fixtures and equipment and Mortgagor's interest in any leasehold improvements. Such policies shall also contain a 100% co-insurance clause with an agreed amount endorsement and deductibles which are in amounts acceptable to Lender.

(ii) **INTENTIONALLY OMITTED.**

(iii) **FLOOD.** Insurance against loss or damage by flood or mud slide in compliance with the Flood Disaster Protection Act of 1973, as amended from time to time, if the Premises are now, or at any time while the Secured Indebtedness remains outstanding shall be, situated in any area which an appropriate governmental authority designates as a special flood hazard area, Zone A or Zone V, in amounts equal to the full replacement value of all above grade structures on the Premises;

(iv) **EARTHQUAKE.** Insurance against loss or damage by earthquake, if the Premises are now, or at any time while the Secured Indebtedness remains outstanding shall be, situated in any area which is classified as a Major Damage Zone, Zones 3 and 4, by the International Conference of Building Officials in an amount equal to the probable maximum loss for the Premises, fixtures and equipment, plus the cost of debris removal;

(v) **PUBLIC LIABILITY.** Commercial general public liability insurance against death, bodily injury and property damage arising in connection with the Premises. Such policy shall be written on 1986 Standard ISO occurrence basis form or equivalent form, shall list Mortgagor as the named insured, shall designate thereon the location of the Premises and have such limits as Lender may reasonably require, but in no event less than Two Million and 00/100 Dollars (\$2,000,000.00).

(vi) **OTHER INSURANCE.** Such other insurance relating to the Premises and the use and operation thereof, as Lender may, from time to time, reasonably require.

(b) **POLICY REQUIREMENTS.** All insurance shall: (i) be carried in companies reasonably acceptable to Lender; (ii) in form and content reasonably acceptable to Lender; (iii) provide thirty (30) days' advance written notice to Lender before any cancellation, adverse material modification or notice of non-renewal; (iv) to the extent limits are not otherwise specified herein, contain deductibles which are in amounts reasonably acceptable to Lender; and (v) provide that no claims shall be paid thereunder without ten (10) days advance notice to Lender.

All physical damage policies and renewals shall contain a standard mortgage clause naming the Lender as mortgagee, which clause shall expressly state that any breach of any condition or warranty by

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Mortgagor shall not prejudice the rights of Lender under such insurance; and a loss payable clause in favor of the Lender for personal property, contents, inventory, equipment, loss of rents and business interruption. All liability policies and renewals shall name the Lender as an additional insured. No additional parties shall appear in the mortgage or loss payable clause without Lender's prior written consent. All deductibles shall be in amounts reasonably acceptable to Lender. In the event of the foreclosure of this Mortgage or any other transfer of title to the Premises in full or partial satisfaction of the Secured Indebtedness, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

(c) **DELIVERY OF POLICIES.** Any notice pertaining to insurance and required pursuant to this Paragraph 6 shall be given in the manner provided in Paragraph 15 below at Lender's address stated below. The insurance shall be evidenced by the original policy or a true and certified copy of the original policy, or in the case of liability insurance, by certificates of renewals (or certificates evidencing the same), marked "paid", (or evidence satisfactory to Lender of the continuing coverage) to Lender at least thirty (30) days before the expiration of existing policies and, in any event, Mortgagor shall deliver originals of such policies or certificates to Lender at least fifteen (15) days before the expiration of existing policies. If Lender has not received satisfactory evidence of such renewal or substitute insurance in the time frame herein specified, Lender shall have the right, but not the obligation, to purchase such insurance for Lender's interest only. Any amounts so disbursed by Lender pursuant to this Section shall be a part of the Secured Indebtedness and shall bear interest at the default interest rate provided in the Mortgage Note. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this Paragraph 6.

(d) **SEPARATE INSURANCE.** Mortgagor shall not carry any separate insurance on the Premises concurrent in kind or form with any insurance required hereunder or contributing in the event of loss without Lender's prior written consent, and any such policy shall have attached standard non-contributing mortgage clause, with loss payable to Lender, and shall otherwise meet all other requirements set forth herein.

(e) **COMPLIANCE CERTIFICATE.** At Lender's option, but not more often than annually, Mortgagor shall provide Lender with evidence of insurance as required hereunder.

(f) **NOTICE OF CASUALTY.** Mortgagor shall give immediate notice of any loss to Lender. In case of loss covered by any of such policies, Lender is authorized to adjust, collect and compromise in its discretion, all claims thereunder and in such case, Mortgagor covenants to sign up on demand, or Lender may sign or endorse on Mortgagor's behalf, all necessary proofs of loss, receipts, releases and other papers required by the insurance companies to be signed by Mortgagor. Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact for the purposes set forth in the preceding sentence. Lender may deduct from such insurance proceeds any expenses incurred by Lender in the collection and settlement thereof, including, but not limited to, attorneys' and adjusters' fees and charges.

(g) **APPLICATION OF PROCEEDS.** If all or any part of the Premises shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Paragraph 10, Mortgagor shall promptly and with all due diligence whether or not the net insurance proceeds, award or other compensation (collectively, the "Proceeds") are sufficient to pay the cost of such restoration or repair. At Lender's election, to be exercised by written notice to Mortgagor following the date of loss or taking, the entire amount of the Proceeds, shall be applied to the Secured Indebtedness in such order and manner as Lender may elect; provided if, in Lender's reasonable discretion Lender determines that the Proceeds and any such amount to be funded by Mortgagor are sufficient to fully

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restore or repair the Premises, Lender shall apply the proceeds towards such restoration or repair subject to the terms of the following paragraph.

Any application of the Proceeds to reduce the Secured Indebtedness shall constitute a voluntary prepayment subject to any prepayment premiums or fees provided in the Mortgage Note or other Loan Documents. Lender may apply the Proceeds to such prepayment premiums or fees. If the amount of the Proceeds to be made available to Mortgagor pursuant to this Paragraph 6 is less than the cost of the restoration or repair as estimated by Lender at any time prior to completion thereof, Mortgagor shall cause to be deposited with lender the amount of such deficiency within thirty (30) days of Lender's written request therefor (but in no event later than the commencement of the work) and Mortgagor's deposited funds shall be disbursed prior to the Proceeds.

If Mortgagor is required to deposit funds under this Paragraph 6, the deposit of such funds shall be a condition precedent to Lender's obligation to disburse the Proceeds held by Lender hereunder. The amount of the Proceeds which is to be made available to Mortgagor, together with any deposits made by Mortgagor hereunder, shall be held by Lender to be disbursed from time to time to pay the cost of repair or restoration either, at Lender's option, to Mortgagor or directly to contractors, material suppliers and other persons entitled to payment in accordance with and subject to such conditions to disbursement as Lender may impose to assure that the work is fully completed in a good and workmanlike manner and paid for and that no liens or claims arise by reason thereof. Lender may require

(i) evidence of the estimated cost of completion of such restoration or repair satisfactory to Lender and

(ii) such architect's certificates, waivers of lien, contractors' sworn statements, title insurance endorsements, plats of survey and other evidence of cost, payment and performance acceptable to Lender.

If Lender requires mechanics' and materialmen's lien waivers in advance of making disbursements, such waivers shall be deposited with an escrow trustee acceptable to Lender pursuant to a construction loan escrow agreement satisfactory to Lender. No payment made prior to final completion of the repair or restoration shall exceed ninety percent (90%) of the value of the work performed from time to time. Lender may not commingle any such funds held by it with its other general funds. Lender shall not be obligated to pay interest in respect of any such funds held by it nor shall Mortgagor be entitled to a credit against any of the Secured funds held by it nor shall Mortgagor be entitled to a credit against any of the Secured Indebtedness except and to the extent the funds are applied thereto pursuant to this Paragraph 6. Without limitation of the foregoing, Lender shall have the right at all times to apply such funds to the cure of any Event of Default of Mortgagor under the Loan Documents.

(h) Mortgagor is hereby notified pursuant to 815 ILCS (Illinois Compiled Statutes) 180/1 *et. seq.* that unless Mortgagor provides Lenders with evidence of the insurance coverage required by this Agreement and the other Loan Documents, Lender may purchase insurance at your Mortgagor's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Mortgagor's interests. The coverage that Lender purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by this Agreement and the other Loan Documents. If Lender purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding balance of the Loan and shall

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accrue interest at the Default Rate. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

7. **USE, PRESERVATION AND MAINTENANCE OF PROPERTY.** Mortgagor shall keep the Property in good condition and repair, reasonable wear and tear excepted, and shall not commit waste or permit impairment or deterioration of the Property. Mortgagor shall not allow, store, treat or dispose of Hazardous Material as defined in Paragraph 28, nor permit the same to exist or be stored, treated or disposed of, from or upon the Property. Mortgagor shall promptly restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed. Mortgagor shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, including all environmental, health and safety laws and regulations, and shall make no material alterations in the Property except as required by law or otherwise permitted hereunder, without the prior written consent of Lender. Mortgagor shall not grant or permit any easements, licenses, covenants or declarations of use against the Property without the written consent of Lender, not to be unreasonably withheld.

8. **PROTECTION OF LENDER'S SECURITY.** Upon an Event of Default, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it deems expedient or necessary to protect Lender's interest, including (i) making repairs; (ii) discharging Prior Encumbrances in full or part; (iii) paying, settling, or discharging tax liens, mechanics' or other liens, and paying ground rents (if any); (iv) procuring insurance pursuant to Section 6(h); and (v) renting, operating and managing the Property and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Property shall be operational and usable for its intended purposes. Lender, in making payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof.

Any amounts disbursed by Lender pursuant to this Paragraph 8 shall be a part of the Secured Indebtedness and shall bear interest at the default interest rate provided in the Mortgage Note (the "Default Rate"). Nothing contained in this Paragraph 8 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this Paragraph 8.

9. **INSPECTION OF PROPERTY AND BOOKS AND RECORDS.** Mortgagor shall permit Lender and its representatives and agents upon reasonable notice to inspect the Property from time to time during normal business hours and as frequently as Lender requests. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Property. From time to time upon not less than five (5) days demand, Mortgagor shall permit Lender or its agents to examine and copy such books and records and all supporting vouchers and data, at its offices or at the address identified above.

10. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid directly to Lender. Mortgagor hereby grants a security interest to Lender in and to such proceeds. Lender is authorized to collect such proceeds and, at Lender's reasonable discretion (subject to Paragraph 6(g)), to apply said proceeds either to restoration or repair of the Property or in payment of the Secured Indebtedness. In the event the Property is restored, Lender shall pay the condemnation proceeds in accordance with its customary construction loan payment procedures, and may charge its customary fee for such services. In the event the condemnation proceeds are applied to reduce the Secured Indebtedness, any such application shall constitute a prepayment, and any prepayment premium

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required by the Loan Documents shall then be due and payable as provided therein. Lender may apply the condemnation proceeds to such prepayment premium.

11. **MORTGAGOR NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER; REMEDIES CUMULATIVE.** Any extension or other modification granted by Lender to any successor in interest of Mortgagor of the time for payment of all or any part of the Secured indebtedness shall not operate to release, in any manner, Mortgagor's liability. Any forbearance or inaction by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the later exercise of any such right or remedy. Any acts performed by Lender to protect the security of this Mortgage, as authorized by Paragraph 8 or otherwise, shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. No consent or waiver by Lender to or of any breach or default by Mortgagor shall be deemed a consent or waiver to or of any other breach or default.

12. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and permitted assigns of Lender and Mortgagor. If this Mortgage is executed by more than one Mortgagor, each Mortgagor shall be jointly and severally liable hereunder.

13. **EXCESS LOAN CHARGES.** If the Loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Maker which exceeded permitted limits ("Excess Loan Charges") will, at Lender's option, either be refunded to Maker or applied as a credit against the then outstanding principal balance or accrued and unpaid interest thereon. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Mortgage Note. Neither Mortgagor nor any other guarantor or obligor on the Mortgage Note shall have any action against Lender for any damages whatsoever arising from the payment of Excess Loan Charges.

14. **GOVERNING LAW, LITIGATION, JURY WAIVER.** The place of the location of the Premises being the State of Illinois, this Mortgage shall be construed and enforced according to the laws of that State. To the extent that this Mortgage may operate as a security agreement under the Uniform Commercial Code, Lender shall have all rights and remedies conferred therein for the benefit of a secured party, as such term is defined therein. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MORTGAGE SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF LENDER AND MORTGAGEE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF

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ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MORTGAGE, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF LENDER AND MORTGAGEE WITH RESPECT TO THIS MORTGAGE, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF LENDER AND MORTGAGEE HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT LENDER OR MORTGAGEE MAY FILE A COPY OF THIS MORTGAGE WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF LENDER AND MORTGAGEE TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

15. **NOTICE.** Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be in writing and shall be given by hand delivery, by nationally recognized overnight courier service or by certified mail, return receipt requested. Notices shall be given to Mortgagor at the address provided above, with a copy to c/o Patrick J. Turner, 10 West Hubbard Street, Suite 5W Chicago, Illinois 60610, with a copy to Gael Morris, Esq., Lawrence & Morris, 2835 N. Sheffield Avenue, Suite 232, Chicago, Illinois 60657, and to Lender at Lender's address stated above with a copy to Robert M. Berger, Esq., 500 North Dearborn Street, 2nd Floor, Chicago, Illinois 60610. Notices shall be deemed to have been given and effective on the date of delivery, if hand-delivered, the next business day after delivery to the nationally recognized overnight courier service if by such courier service, or two (2) days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are given by notice as provided herein.

16. **SEVERABILITY.** In the event that any provision or clause of this Mortgage, the Mortgage Note or any of the other Loan Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable same shall not affect other provisions of this Mortgage, the Mortgage Note or any of the other Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage, the Mortgage Note or any of the other Loan Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

17. **PROHIBITIONS ON TRANSFER OF THE PROPERTY OR OF AN INTEREST IN MORTGAGOR.** It shall be an immediate default if, without the prior written consent of Lender, which consent may be granted or withheld at Lender's sole discretion, Mortgagor shall create, effect or consent to or shall offer or permit any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecation, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise, (collectively "Transfer") of (1) the Property or any part thereof or interest therein; (2) in contravention of the Restrictions on Transfer set forth in Section 17 of the Senior Mortgage, or (3) all or a portion of the beneficial interest in Mortgagor or the power of direction that results or could result in any person other than Patrick J. Turner (a) owning, legally or beneficially, less than sixty percent (60%) of all such beneficial interests or (b) managing or controlling any of the business, affairs or decisions of Mortgagor (each of the foregoing is referred to as a "Prohibited Transfer", provided that clause (b) hereof shall not be construed to prohibit Kenneth J. Turner from continuing to hold 25% of the beneficial interest in Mortgagor). In the event of such default, Lender, at its sole option, may declare the entire unpaid balance, including interest, immediately due and payable.

18. **EVENT OF DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

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(a) Mortgagor's failure to pay any amount due hereunder or secured hereby, or any installment of principal or interest when due and payable whether at maturity or by acceleration or otherwise under this Mortgage, which failure continues for more than ten (10) days after written notice from Lender; provided, however, that such ten (10) day cure period shall not apply to the other sub-paragraphs of this Paragraph 18;

(b) Mortgagor's failure to pay any amount due under or secured by, or any installment of principal or interest when due and payable whether at maturity or by acceleration or otherwise, under the Mortgage Note or any other Loan Document;

(c) Mortgagor's failure to perform or observe any other covenant, agreement, representation, warranty or other provision contained in this Mortgage (other than an Event of Default described elsewhere in this Paragraph 18) and such failure continues for a period of thirty (30) days after the effective date of notice thereof given by Lender to Mortgagor; provided, however, that this grace period shall not apply to the other sub-paragraphs of this Paragraph 18;

(d) Mortgagor's failure to perform or observe any other covenant, agreement, representation, warranty or other provision contained in the Mortgage Note, or any other Loan Document;

(e) The occurrence of any breach of any representation or warranty contained in this Mortgage or any other Loan Document;

(f) A Prohibited Transfer occurs;

(g) A court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor or Beneficiary, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law which is not dismissed within sixty (60) days thereafter; or if Mortgagor or Beneficiary, shall: (i) file a voluntary petition in bankruptcy, insolvency, debtor relief or for an arrangement, reorganization or other relief under the Federal Bankruptcy Act or any similar state or federal law; (ii) consent to or suffer the appointment of or taking possession by a receiver, liquidator, or trustee (or similar official) of the Mortgagor or Beneficiary or for any part of the Property or any substantial part of the Mortgagor's or Beneficiary's other property which, if involuntary, is not dismissed or set aside within sixty (60) days thereafter; (iii) make any assignment for the benefit of Mortgagor's or Beneficiary's creditors; (iv) fail generally to pay Mortgagor's or Beneficiary's debts as they become due;

(h) All or a substantial part of Mortgagor's or Beneficiary's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon;

(i) If Mortgagor is other than a natural person or persons: (i) the dissolution or termination of existence of Mortgagor, voluntarily or involuntarily, whether by reason of death of a general partner of Mortgagor or otherwise; (ii) the amendment or modification in any respect of Mortgagor's articles or agreement of partnership or its corporate resolutions or its articles of incorporation or bylaws or other similar documents that would affect Mortgagor's performance of its obligations under the Mortgage Note, this Mortgage or the other Loan Documents; or (iii) the assignment of the power of direction in the Mortgage to someone other than the Beneficiary;

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(j) This Mortgage shall not constitute a valid and enforceable lien on and security interest in the Property or any material part thereof or interest therein, or if such lien and security interest shall not be perfected;

(k) The Property is abandoned;

(l) An indictment or other charge is filed against the Mortgagor or Beneficiary in any jurisdiction under any federal or state law, for which forfeiture of the Property or of other collateral securing the Secured Indebtedness or of which other funds, property or other assets of Mortgagor, Beneficiary or Lender is a potential penalty, which is not dismissed within sixty (60) days thereafter;

(m) The death, incompetency, dissolution, liquidation, bankruptcy, insolvency of the Guarantor. "Guarantor" means Patrick J. Turner, an individual;

(n) The failure of Mortgagor to pay, when due, any amount payable or perform any other covenant or obligation of Mortgagor to Harris N.A. (the "Senior Lender") under (i) that certain mortgage dated September 22, 2006 (the "Senior Mortgage") from Mortgagor to Senior Lender securing that certain note for Three Million Nine Hundred Thousand and 00/100 Dollars (\$3,900,000.00) and that certain note for Two Hundred Thousand and 00/100 Dollars (\$200,000), subject to applicable cure periods, if any, and (ii) any other agreement, instrument or document between Mortgagor and Senior Lender with respect to the Senior Mortgage and related documents (collectively, the "Senior Loan Documents");

(o) The occurrence of a default, an Event of Default or similar occurrence under the Senior Loan Documents, or the exercise of remedie by the Senior Lender in response to an actual or alleged default, Event of Default or similar occurrence, as provided in the Senior Loan Documents;

(p) Mortgagor causes or permits to occur any amendment or modification to the Senior Mortgage or any of the Senior Loan Documents without Lender's prior written consent; or

(q) the principal amount of the indebtedness secured by the Senior Mortgage at any time exceeds Four Million One Hundred Thousand and 00/100 Dollars (\$4,100,000.00).

19. **ACCELERATION; REMEDIES.** At any time after an Event of Default and during the continuance thereof, Lender, at Lender's option, may declare all sums secured by this Mortgage or any of the other Loan Documents to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding or other remedies available to tit under applicable law. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs including abstracts and title reports, all of which shall become a part of the secured indebtedness and immediately due and payable, with interest at the default rate. The proceeds of any foreclosure sale of the property shall be applied as follows: first, to all costs, expenses and fees incident to the foreclosure proceedings; second, as set forth in Paragraph 3 of this Mortgage; and third, any balance to Mortgagor or as a court may direct.

20. **ASSIGNMENT OF LEASES AND RENTS.** All right, title and interest of Mortgagor in and to those leases, if any, listed on Exhibit C, and all present and future leases affecting the Property, written or oral (collectively "Leases"), and all rents, income, receipts, revenues, issues, avails and profits from or arising out of the Property (collectively "Rents") are hereby collaterally transferred and assigned to Lender as further security for the payment of the Secured Indebtedness, and Mortgagor hereby grants a security interest to Lender in and to the same. If requested by Lender, Mortgagor shall submit all future Leases affecting the Property to the

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Lender for its approval prior to execution, which approval shall not be unreasonably withheld, and all approved and executed Leases shall be specifically collaterally assigned to Lender by an instrument satisfactory to Lender. Each Lease shall, at the option of Lender, be paramount or subordinate to this Mortgage. If requested by Lender, Mortgagor shall furnish Lender with executed copies of each Lease and, if requested by Lender, Mortgagor shall use commercially reasonable efforts to promptly deliver to Lender estoppel letters from each tenant, which estoppel letters shall be in a form reasonably satisfactory to Lender and shall be delivered not later than forty-five (45) days after Lender's written demand.

If, without Lender's prior written consent, Mortgagor: (i) as lessor, fails to perform and fulfill any term, covenant, or provision in any Lease; (ii) suffers or permits to occur any breach or default under the provisions of any separate assignment of any Lease given as additional security for the Secured Indebtedness; or (iii) fails to (or in the case of performance by lessees, use commercially reasonable efforts to) fully protect, insure, preserve, and cause continued performance or fulfillment of the terms, covenants or provisions which are required to be performed by the lessee or the lessor of any other Lease or Leases hereafter assigned to Lender; such occurrence shall, after thirty (30) days notice and right to cure, constitute an Event of Default hereunder.

Lender shall have the right to assign Mortgagor's right, title and interest in any Leases to any subsequent holder of this Mortgage or the Mortgage Note and other Loan Documents or to any person acquiring title to all or any part of the Property through foreclosure or otherwise.

Upon and during the continuance of an Event of Default, Lender shall have the right, in its sole discretion, to direct each lessee under the Leases, if any, to pay all Rents directly to Lender without proof of the Event of Default. In such case, Lender shall have the authority, as Mortgagor's attorney-in-fact (such authority being coupled with an interest and irrevocable) to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Property. While this assignment is a present assignment, Lender shall not exercise any of the rights or powers conferred upon it by this paragraph until such Event of Default shall occur under this Mortgage.

If Mortgagor, as lessor, shall neglect or refuse to perform and keep all of the covenants and agreements contained in the Lease or Leases, then Lender may, upon fifteen (15) days written notice to Mortgagor, perform and comply with any such Lease covenants and agreements. All related costs and expenses incurred by Lender shall become a part of the Secured Indebtedness and shall be due and payable upon demand by Lender with interest thereon accruing thereafter at the Default Rate.

Lender, however, shall not be obligated to perform or discharge any obligation, duty or liability under any Lease. Mortgagor shall defend, protect, indemnify and hold Lender harmless from and against any and all liability, loss or damage to Lender under the Leases or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of all alleged obligations or undertakings on its part to perform or discharge any Lease terms, covenants or agreements other than as a result of Lender's negligence or intentional misconduct. The amount of any such liability, loss or damage arising under the Leases or under or by reason of their assignment, or in the defense of any claims or demands, including costs, expenses and reasonable attorneys' fees incurred by Lender shall be a part of the Secured Indebtedness due and payable within ten (10) days following demand with interest thereon accruing thereafter at the Default Rate.

21. **APPOINTMENT OF RECEIVER.** At any time after the occurrence of an Event of Default hereunder, whether or not Lender shall have accelerated the indebtedness secured hereby, and without further notice to Mortgagor, Lender shall be entitled to have a receiver designated by Lender appointed by a court to

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enter upon, take possession of and manage the Property and to collect the Rents from the Property including those past due. The receiver shall have the power to collect the Rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All Rents collected by the receiver shall be applied as the appointing court may direct and, in the absence of such direction, first to payment of the costs and expenses of the management of the Property and collection of Rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then as provided in Paragraph 3. The receiver shall be liable to account only for those Rents actually received.

22. **RELEASE.** Upon payment and performance in full of all Secured Indebtedness and obligations secured hereby, Lender shall release this Mortgage upon payment by Mortgagor of all costs and fees to release same, if any. Mortgagor shall be responsible for recording the release, including all related costs of recordation.

23. **SECURITY AGREEMENT.** Without limiting any other provisions of this Mortgage, this Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (hereinafter called the "Code") with respect to all fixtures, apparatus, equipment, articles, goods and personal property of every kind and all replacements and substitutions, now or hereafter located on, at or within the Property, including but not limited to the air-conditioning, heating, gas, water, power, light, refrigeration, and ventilation systems which are presently located at the Property (other than personal property or trade fixtures of tenants), and with respect to all Awards, and all Funds and other sums which may be deposited with Lender pursuant hereto (all for the purposes of this paragraph called "Collateral"), and Beneficiary hereby grants to Lender a security interest in such Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Property. When the Secured indebtedness shall become due, whether by acceleration or otherwise, Lender shall have all remedies of a secured party under the Code. This Mortgage is intended to be a financing statement with respect to any of the Collateral which constitute "fixtures" within the meaning of the Code. Beneficiary hereby authorizes the Lender to file any financing statement in any filing office that the Lender, in its reasonable discretion, deems necessary to perfect the security interest in the Collateral created hereby. Any Code requirement for reasonable notice shall be met if such notice is delivered as provided herein at least ten (10) days prior to the time of any sale, disposition, or other event or matter giving rise to the notice (which period of time and method of notice is agreed to be commercially reasonable).

24. **ZONING.** The Property is zoned to permit the current operation and use of the Property. Mortgagor will not initiate or acquiesce in a zoning reclassification without Lender's prior written consent, not to be unreasonably withheld.

25. **MAXIMUM PRINCIPAL AMOUNT OF MORTGAGE.** At no time shall the principal amount of the indebtedness secured by this Mortgage (not including sums advanced for Impositions and insurance premiums or to protect the security of this Mortgage) exceed three times the stated principal amount of the Mortgage Note.

26. **BUSINESS LOAN.** Mortgagor hereby represents and warrants that it has been advised by Beneficiary that: (a) all proceeds of the Secured Indebtedness (the "Loan") will be used exclusively for the purposes specified in 815 ILCS 205/4(1)(a) or (c) (1992 State Bar Edition) of the Illinois Compiled Statutes, as amended; (b) the Loan constitutes a "business loan" within the purview of that Section; (c) the Loan is a transaction exempt from the Truth in Lending Act, 15 U.S.C. sec. 1601, et seq.; and (d) the proceeds of the Indebtedness will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System.

27. **DISBURSEMENT OF THE LOAN. CONDITIONS PRECEDENT.**

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In addition to the other conditions set forth herein, the obligation of Lender to disburse the Loan under the Mortgage Note as secured by this Mortgage shall be conditioned upon and subject to the payment to Lender of all loan fees then owing from Mortgagor to Lender and to satisfaction of all of the following conditions:

(a) All representations and warranties contained in this Mortgage and in the other Loan Documents shall be true in all material respects on and as of the date of such disbursement.

(b) Mortgagor shall have performed all of its obligations under all Loan Documents which are required to be performed on or prior to the date of such disbursement.

(c) No Event of Default shall have occurred and be continuing that has not been cured or waived in writing by Lender.

28. **INTENTIONALLY OMITTED.**

29. **ENVIRONMENTAL COMPLIANCE.**

A. Definitions. For purposes of this Paragraph 29:

(i) "Premises" means: The Real Estate including improvements presently and hereafter situated thereon or thereunder, construction material used in such improvements, surface and subsurface soil and water, areas leased to tenants, and all business, uses and operations thereon.

(ii) "Environmental Laws" means:

(a) any present or future federal statute, law, code, rule, regulation, ordinance, order, standard, permit, license, guidance document or requirement (including consent decrees, judicial decisions and administrative orders) together with all related amendments, implementing regulations and reauthorizations, pertaining to the protection, preservation, conservation or regulation of the environment, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.* ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.* ("TOSCA"); the Clean Air Act, 42 U.S.C. §7401 *et seq.*, and the Clean Water Act, 33 U.S.C. §1251 *et seq.*

(b) any present or future state or local statute, law, code, rule, regulation, ordinance, order, standard, permit, license or requirement (including consent decrees, judicial decisions and administrative orders) together with all related amendments, implementing regulations and reauthorizations, pertaining to the protection, preservation, conservation or regulation of the environment.

(iii) "Hazardous Material" means:

(a) "hazardous substances" as defined by CERCLA;

(b) "hazardous wastes" as defined by RCRA;

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- (c) "hazardous substances" as defined by the Clean Water Act;
 - (d) any item which is banned or otherwise regulated pursuant to TOSCA;
 - (e) any item which is regulated by the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 et seq.;
 - (f) any item which triggers any thresholds regulated by or invoking any provision of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. 11001 et seq.;
 - (g) any hazardous, dangerous or toxic chemical, material, waste, pollutant, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limiting or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;
 - (h) any petroleum, crude oil or fraction thereof;
 - (i) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2011 et seq., and amendments thereto and reauthorizations thereof;
 - (j) asbestos-containing materials in any form or condition; and
 - (k) polychlorinated biphenyls ("PCBs") in any form or condition.
- (iv) "Environmental Actions" means:
- (a) any notice of violation, complaint, claim, citation, demand, inquiry, report, action, assertion of potential responsibility, lien, encumbrance, or proceeding regarding the Premises, whether formal or informal, absolute or contingent, matured or unmatured, brought or issued by any governmental unit, agency or body or any person or entity respecting:
 - (1) Environmental Laws;
 - (2) the environmental condition of the Premises, or any portion thereof, or any property near the Premises, including actual or alleged damage or injury to humans, public health, wildlife, biota, air, surface or subsurface soil or water, or other natural resources; or
 - (3) the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of Hazardous Material either on the Premises or off-site.
 - (b) any violation or claim of violation by Mortgagor of any Environmental Laws whether or not involving the Premises;

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(c) any lien for damages caused by, or the recovery of any costs incurred by any person or governmental entity for the investigation, remediation or cleanup of any release or threatened release of Hazardous Material; or

(d) the destruction or loss of use of property, or the injury, illness or death of any officer, director, employee, agent, representative, tenant or invitee of Mortgagor or any other person alleged to be or possibly to be, arising from or caused by the environmental condition of the Premises or the release, emission or discharge of Hazardous Materials from the Premises.

B. REPRESENTATIONS AND WARRANTIES. Mortgagor hereby represents and warrants to Lender that:

(i) **COMPLIANCE.** To the best of Mortgagor's knowledge based on all appropriate and thorough inquiry and except as described in Exhibit D hereto: the Premises and Mortgagor have been and are currently in compliance with all Environmental Laws; there have been, to the best of Mortgagor's knowledge based on all appropriate and thorough inquiry, no past, and there are no pending or threatened, Environmental Actions to which Mortgagor is a party or which relate to the Premises; all required governmental permits and licenses are in effect, and Mortgagor is in compliance therewith; and Mortgagor has not received any notice of any Environmental Action respecting Mortgagor, the Premises or any off-site facility to which has been sent any Hazardous Material for off-site treatment, recycling, reclamation, reuse, handling, storage, sale or disposal.

(ii) **ABSENCE OF HAZARDOUS MATERIAL.** No use, exposure, release, emission, discharge, generation, manufacture, sale, handling, reuse, presence, storage, treatment, transport, recycling or disposal of Hazardous Material has, to the best of Mortgagor's knowledge based on all appropriate and thorough inquiry, occurred or is occurring on or from the Premises except in compliance with Environmental Laws and as described in Exhibit E hereto ("Disclosed Material"). The term "released" shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Material). To the best of Mortgagor's knowledge based on all appropriate and thorough inquiry, all Hazardous Material used, created, stored, transported to or from, generated or handled on the Premises has been disposed of on or off the Premises in a lawful manner. To the best of Mortgagor's knowledge based on all appropriate and thorough inquiry, no environmental, public health or safety hazards currently exist with respect to the Premises. To the best of Mortgagor's knowledge based on all appropriate and thorough inquiry, no underground storage tanks (including, but not limited to, petroleum or heating oil storage tanks) are present on or under the Premises, or have been on or under the Property except as has been disclosed in writing to Lender ("Disclosed Tanks").

C. MORTGAGOR'S COVENANTS. Mortgagor hereby covenants and agrees with Lender as follows:

(i) **COMPLIANCE.** The Premises and Mortgagor shall comply with all Environmental Laws. All required governmental permits and licenses shall be obtained and maintained, and Mortgagor shall comply therewith. All Hazardous Material on the Premises will be disposed of in a lawful manner without giving rise to liability under any Environmental Laws. Mortgagor will satisfy all requirements of applicable Environmental Laws for the registration, operation, maintenance, closure and removal of all underground storage tanks on the Premises, if any. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable Environmental Laws.

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(ii) **ABSENCE OF HAZARDOUS MATERIAL.** Other than Disclosed Material, no Hazardous Material shall be introduced to or used, exposed, released, emitted, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled on the Premises without thirty (30) days' prior written notice to Lender.

(iii) **ENVIRONMENTAL ACTIONS AND RIGHT TO CONSENT.** Mortgagor shall immediately notify Lender of all Environmental Actions and provide copies of all written notices, complaints, correspondence and other documents relating thereto within two business days of receipt, and Mortgagor shall keep Lender informed of all responses thereto. Mortgagor shall promptly cure and have dismissed with prejudice all Environmental Actions in a manner satisfactory to Lender and Mortgagor shall keep the Premises free of any encumbrance arising from any judgment, liability or lien imposed pursuant to any Environmental Actions. Notwithstanding the foregoing sentence, Mortgagor may, diligently, in good faith and by appropriate legal proceedings, contest such proceedings provided: (i) Mortgagor first furnishes to Lender such deposits or other collateral as Lender, in its sole discretion, deems sufficient to fully protect Lender's interests; (ii) such contest shall have the effect of preventing any threatened or pending sale or forfeiture of all or any portion of the Premises; and (iii) such contest will not cause Lender to incur any liability, in Lender's reasonable judgment. Mortgagor shall permit Lender, at Lender's option, to appear in and to be represented in any such contest and shall pay upon demand all expenses incurred by Lender in so doing, including attorneys' fees.

(iv) **FUTURE ENVIRONMENTAL AUDITS.** Mortgagor shall provide such information and certifications which Lender may reasonably request from time to time to monitor Mortgagor's compliance with this Article for the sole purpose of protecting Lender's security interest. To protect its security interest, Lender shall have the right, but not the obligation, at any time upon reasonable notice to enter upon the Premises, take samples, review Mortgagor's books and records, interview Mortgagor's employees and officers, and conduct such other examinations of the Property as Lender, at its sole discretion, deems appropriate. Mortgagor shall cooperate fully in the conduct of such an audit. If Lender decides to conduct such an audit because of: (a) an Environmental Action; (b) Lender's considering taking possession of or title to the Premises after an Event of Default by Mortgagor; or (c) the introduction of Hazardous Material other than Disclosed Material to the Premises; then Mortgagor shall pay upon ten (10) days written demand all costs and expenses connected with such audit, which, until paid, shall become an additional indebtedness secured by the Loan Documents and shall bear interest at the Default Rate. Nothing in this Article shall give or be construed as giving Lender the right to direct or control Mortgagor's actions in complying with Environmental Laws.

(v) **EVENT OF DEFAULT AND OPPORTUNITY TO CURE.** If Mortgagor fails to comply with any of its covenants contained in this Section within thirty (30) days after written notice by Lender to Mortgagor, Lender may, at its option, declare an Event of Default. If, however, the noncompliance cannot, in Lender's reasonable determination, be corrected within such thirty (30) day period, and if Mortgagor has promptly commenced and diligently pursues action to cure such noncompliance to Lender's satisfaction, then Mortgagor shall have such additional time as is reasonably necessary to correct such noncompliance, provided Mortgagor continues to diligently pursue corrective action, but in no event more than a total of one hundred eighty (180) days after the initial notice of noncompliance by Lender.

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(vi) **PENDING OR THREATENED ACTIONS.** There are no pending or threatened: (i) action or proceedings from any governmental agency or any other entity regarding the condition or use of the Property, or regarding any environmental, health or safety law; or (ii) "superliens" or similar governmental actions or proceedings that could impair the value of the Property, or the priority of the lien of the Mortgage or any of the other Loan Documents (collectively "Environmental Proceedings"). Mortgagor will promptly notify Lender of any notices, or other knowledge obtained by Mortgagor hereafter of any pending or threatened Environmental Proceedings, and Mortgagor will promptly cure and have dismissed with prejudice any such Environmental Proceedings to the satisfaction of Lender.

(vii) **FEES, COSTS AND EXPENSES.** Any fees, costs and expenses imposed upon or incurred by Lender on account of any breach of this Paragraph 29 shall be immediately due and payable by Mortgagor to Lender within ten (10) days following written demand, and shall (together with interest thereon at the Default Rate accruing from the date such fees, costs and expenses are so imposed upon or incurred by Lender) become part of the Secured Indebtedness. Mortgagor shall keep, save and protect, defend, indemnify and hold Lender harmless from and against any and all claims, loss, costs, damage, liability or expense, including reasonable attorneys' fees, sustained or incurred by Lender by reason of any Environmental Proceedings or the breach or default by Mortgagor of any representation, warranty or covenant contained in this Paragraph 29.

D. LENDER'S RIGHT TO RELY. Lender is entitled to rely upon Mortgagor's representations, warranties and covenants contained in this Article despite any independent investigations by Lender or its consultants. The Mortgagor shall take all necessary actions to determine for itself, and to remain aware of, the environmental condition of the Property.

E. INDEMNIFICATION. The term "Lender's Environmental Liability" shall mean any and all losses, liabilities, obligations, penalties, claims, fines, lost profits, demands, litigation, defenses, costs, judgments, suits, proceedings, damages (including consequential, punitive and exemplary damages), distributions or expenses of any kind or nature whatsoever (including reasonable attorneys' fees at trial and appellate levels and experts' fees and disbursements and expenses incurred in investigating, defending against, settling or prosecuting any suit, litigation, claim or proceeding) which may at any time be either directly or indirectly imposed upon, incurred by or asserted or awarded against Lender or any of Lender's parent and subsidiary corporations and their affiliates, shareholders, directors, officers, employees, and agents (collectively Lender's "Affiliates") in connection with or arising from:

(i) any Hazardous Material used, exposed, emitted, released, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled on, in or under all or any portion of the Premises, or any surrounding areas;

(ii) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Article;

(iii) any violation, liability or claim of violation or liability, under any Environmental Laws;

(iv) the imposition of any lien for damages caused by, or the recovery of any costs incurred for the cleanup of, any release or threatened release of Hazardous Material; or

(v) any Environmental Actions.

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Mortgagor shall indemnify, defend (at trial and appellate levels and with counsel, experts and consultants reasonably acceptable to Lender and at Mortgagor's sole cost) and hold Lender and its Affiliates free and harmless from and against any Lender's Environmental Liability (collectively "Mortgagor's Indemnification Obligations"). Mortgagor's Indemnification Obligations shall survive in perpetuity with respect to any Lender's Environmental Liability.

Mortgagor and its successors and assigns hereby waive, release and agree not to make any claim or bring any cost recovery action against Lender under or with respect to any Environmental Laws. Mortgagor's obligation to Lender under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation or condition which results in liability to Lender.

30. **INTERPRETATION.** This Mortgage shall be governed by and construed pursuant to the laws of the State of Illinois. The headings of sections and paragraphs in this Mortgage are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions. The use of singular and plural nouns and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

31. **COMPLIANCE WITH ILLINOIS MORTGAGE FORECLOSURE LAW.** If any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq. (2003) (the "Act") the provisions of the Act shall take precedence over the Mortgage provisions, but shall not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Act.

Without limiting the generality of the foregoing, all expenses incurred by Lender 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 or not enumerated in Paragraph 19 of this Mortgage, shall be added to the Indebtedness secured by this Mortgage and by the judgment of foreclosure.

32. **WAIVER OF RIGHT OF RIGHT OF REDEMPTION.** To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" nor or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all right or redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, on behalf of all persons claiming or having in interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date hereof, it being the intent hereby that any and all such right of redemption of Mortgagor, and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by involving or utilizing any applicable law or laws, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Lender, but will suffer and permit the exercise of every such right, power and remedy as through no such law or laws have been or will have been made or

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enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Mortgage Note.

33. **Land Trustee Exculpation.** This Mortgage is executed by Chicago Title Land Trust Company, as successor to LaSalle Bank National Association, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Mortgage or its making, issue or transfer, and all such liability, if any, is expressly waived by each taker and holder hereof; except that Trustee in its personal and individual capacity warrants that it as trustee possesses full power and authority to execute this instrument. Nothing herein shall modify or discharge the personal liability of any other party. Each original and successive holder of this Mortgage accepts the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the Property, or the proceeds arising from such Premise's sale or other disposition. In the Event of Default, the sole remedy of the holder, as far as Trustee is concerned, shall be foreclosure of the Mortgage, action against any other security at any time given to secure the payment of the Secured Indebtedness, action to enforce the personal liability of other makers on the Note or the guarantors of the Note, or any other remedies as the holder in its sole discretion may elect.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

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

MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 10, 1987 AND KNOWN AS TRUST NO. 926

BY: Lynda S. Barrie

PRINTED NAME: LYNDA S. BARRIE

ITS ASST VICE PRESIDENT
(TITLE)

BENEFICIARY:

Patrick J. Turner
PATRICK J. TURNER

ATTACHED EXONERATION REPORT IS INCORPORATED HEREIN

Property of Cook County Clerk's Office

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

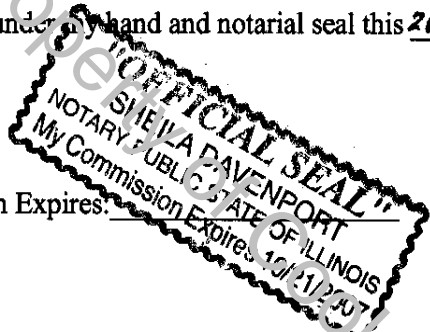
Property Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that LYNDA S. HARRIE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as ~~AGENT UNDER INSTRUMENT~~ of CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, not personally but solely as Trustee under a Trust Agreement dated August 10, 1987 and known as Trust No. 926, appeared before me this day in person and acknowledged to me he, being thereunto duly authorized, signed, and delivered said instrument as the free and voluntary act of said company as Trustee aforesaid, and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of September, 2006.



Sheila Davenport
Notary Public

My Commission Expires: _____

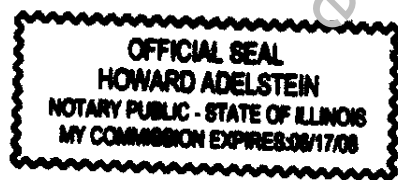
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Howard Adelstein, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Patrick J. Turner, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as the free and voluntary act, and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of September, 2006.

Howard Adelstein
Notary Public

My Commission Expires: 06/17/08



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EXHIBIT A

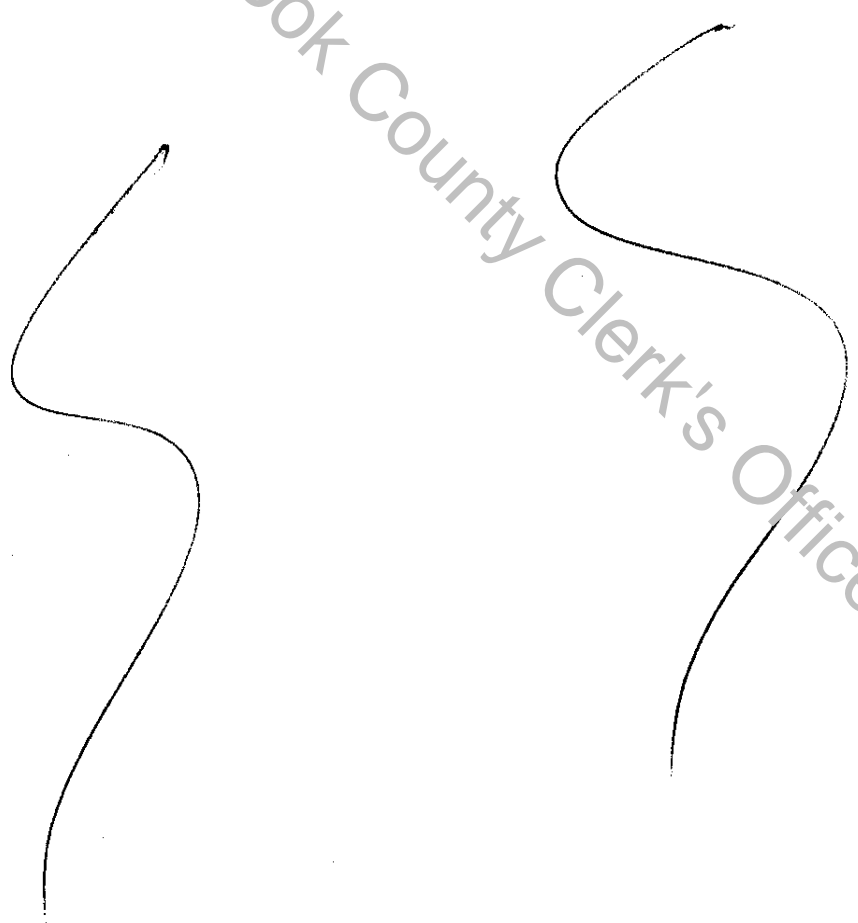
LEGAL DESCRIPTION

LOTS 17 AND 18 IN THE SUBDIVISION OF THE SOUTH 5 CHAINS OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING WEST OF RIDGE AVENUE) IN COOK COUNTY, ILLINOIS.

Address of Property: 5803-5805 North Ridge Avenue, Chicago, IL 60660

P.I.N.: 14-05-312-008-0000

Property of Cook County Clerk's Office



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EXHIBIT B

PERMITTED ENCUMBRANCES

1. Real estate taxes not yet due and payable.



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EXHIBIT C

LEASES

Unit #	Tenant	Date of Lease
5803 #1	Edith Young	5/19/06
5803 #2	Linda Pitts	8/22/05
5803 #3	Willie Smith	5/18/05
5805 #1	Ljubisa Nujkic	10/1/05
5805 #2	Dawn Valenti	4/14/05
5805 #3	Christopher & Katie Gabrielsen	3/24/06
5805 #Garden	Maurice Taylor	7/1/06

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EXHIBIT D

COMPLIANCE EXCEPTIONS

NONE



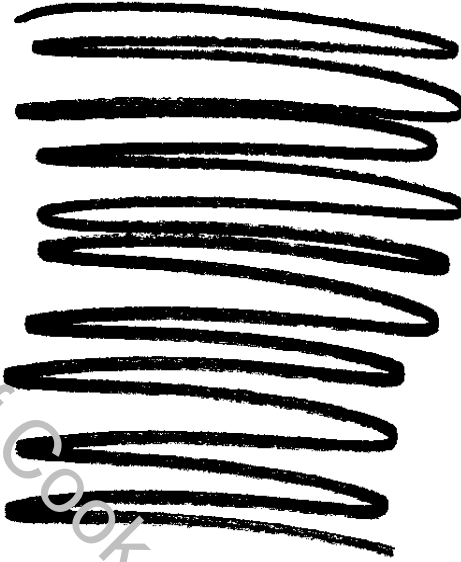
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EXHIBIT E

DISCLOSED MATERIALS

NONE



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