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Cook County Recorder of Deeds
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MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This **MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING** (the "Mortgage") is made effective as of May 25, 2007, by **ELKRIDGE, LLC**, an Illinois limited liability company with an address of 401 W. High Street, Elkhart, Indiana 46516 (the "Borrower"), for the benefit of **NATIONAL CITY BANK**, a national banking association, with an office at One National City Center, 101 W. Washington Street, Suite 935E, Indianapolis, Indiana 46255 (the "Mortgagee"), as follows:

THIS INSTRUMENT IS A MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AS DEFINED IN THE ILLINOIS PROVISIONS OF THE UNIFORM COMMERCIAL CODE (REVISED) AS IN EFFECT IN ILLINOIS, COVERING BOTH REAL AND PERSONAL PROPERTY, INCLUDING GOODS THAT ARE OR ARE TO BECOME FIXTURES. IT IS TO BE FILED IN THE REAL ESTATE RECORDS OF COOK COUNTY, ILLINOIS, AND UPON SUCH FILING IS EFFECTIVE AS A FIXTURE FILING UNDER THE CODE. THE FIXTURES OR GOODS THAT ARE OR ARE TO BECOME FIXTURES WILL BE SITUATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

Mortgagor's (Debtor's)
Jurisdiction of Organization: ILLINOIS
Organizational Identification No: 01054368

SECTION I

GRANT

1.1 **Property.** The Borrower hereby irrevocably grants, encumbers, conveys, assigns, transfers, mortgages and warrants to the Mortgagee, its successors and assigns, all of its estate, title and interest in and to the following, now existing or hereafter arising (collectively, "Property"):

1.1.1 The real property located in Chicago, Cook County, Illinois, more particularly described in Exhibit A attached hereto, all of the estate, title and interest of the Borrower in law or equity,

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of, in and to such real estate and all of the privileges, easements and appurtenances belonging to such real property (collectively, the "Land");

1.1.2 All buildings and improvements of every kind and description now existing or hereafter placed on such Land ("Improvements") (the Land and Improvements are referred to herein together as the "Real Estate");

1.1.3 All fixtures, machinery, appliances, equipment, furniture and personal property of every kind whatsoever owned by the Borrower and located in or on, or attached to, and used or intended to be used in connection with the operation of the Real Estate or in connection with any construction being conducted or which may be conducted thereon, including but not limited to any electric, water, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilation and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; radiators; heaters; appliances; air-cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings, screens, doors, storm doors and windows; stoves; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; beds, tables, lamps and all other furniture and furnishings;

1.1.4 All rents, leases, issues and profits arising out of any of the foregoing, including all insurance policies and payments made under insurance policies relating to any of the foregoing, and judgments, awards and settlements resulting from any tort claims for damages to or destruction of any of the foregoing or resulting from any condemnation proceeding or similar taking against the foregoing property under the power of eminent domain;

1.1.5 The Borrower's interest in all contracts for the design, development, construction, management, maintenance or operation of such Real Estate, all licenses and permits therefor, all bonds assuring payments thereunder and all books and records related thereto; and

1.1.6 All extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and the proceeds of all of the foregoing.

1.1.7 All of the Borrower's right, title and interest in any of the following located in or on, or attached to, and used or intended to be used in connection with the development or operation of the Real Estate or in connection with any construction being conducted or which may be conducted thereon, or arising out of or in connection therewith: (a) All Goods (including all Equipment, Fixtures and Inventory) and all accessions, attachments and other additions to, substitutes for, replacements for, improvements to and returns of such Goods; (b) all General Intangibles (including, without limitation, all Contract Rights, choices in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, claims under guaranties, security interests or other security held or granted to secure payment of contracts by account debtors, all rights to indemnification and all other intangible property of every kind and nature); (c) all Accounts, Deposit Accounts, Instruments, Chattel Paper and Documents; and (d) all products and Proceeds of any of the property described above in any form, and all proceeds of such Proceeds, including, without limitation, all cash and credit balances, all payments under any indemnity, warranty or guaranty with respect to any of such property, all awards for taking by eminent domain, all proceeds of fire or other insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any insurance policy, all proceeds obtained as a result of any legal action or proceeding with respect to any of such property, and claims by Debtor against third parties for loss or damage to, or destruction of, any of such property and all supporting obligations relating to any of the property referenced in this Section. Terms used with initial

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capital letters in this Section 1.1.7 and not otherwise defined in this Mortgage are used with the meanings ascribed to them in Article 9 of the Uniform Commercial Code as in effect in Illinois (the "UCC").

1.2 **Security.** The grant described in Section 1.1, above, to have and to hold the mortgage lien, security interests, and other interests assigned and transferred to the Mortgagee and its successors and assigns, irrevocably, for the uses and purposes of securing the payment of the Indebtedness as defined in Section 2, below, and the performance of all of obligations of the Borrower hereunder, including any and all benefits, rights, powers, and remedies provided for herein and to the full extent available to mortgagees, secured parties, and other creditors under Indiana law. PROVIDED, HOWEVER, that if the principal and interest and all other Indebtedness, including, without limitation, any fees, charges or costs for prepayment, late payment, financing or collection, and other amounts required to be paid pursuant to the terms of this Mortgage, the Note and the Loan Documents, shall have been paid at the time and in the manner stipulated therein and all other covenants contained in the Loan Documents shall have been performed, then in such case, this Mortgage shall be satisfied and the estate, right, title and interest of Mortgagee in the Property shall cease, and Mortgagee shall release this Mortgage and the lien, security interests and other interests assigned hereunder by proper instrument(s).

SECTION 2

INDEBTEDNESS

This Mortgage is made to secure the payment of: (i) that certain Promissory Note of even date herewith payable to the order of the Mortgagee in the original principal amount of Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) with a maturity date of May 12, 2014 (the "Note") and all extensions, renewals, reamortizations, restatements, modifications and amendments thereof; (ii) all future advances made pursuant to Section 8 hereof and all advances or expenses of any kind made by the Mortgagee pursuant to the provisions of this Mortgage; and (iii) the performance of the terms, covenants and conditions contained in the Note or in that certain Loan Agreement entered into by and between Borrower and Mortgagee of even date herewith (the "Loan Agreement") and the other Loan Documents related to the indebtedness secured hereby (the foregoing collectively referred to as the "Indebtedness"). Capitalized terms not otherwise defined herein shall have the meaning given in the Loan Agreement.

SECTION 3

REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower covenants, represents, warrants and agrees with the Mortgagee as follows:

3.1 **Title.** The Borrower is the lawful owner of the Property and marketable title to the Property is vested in the Borrower, free, clear and unencumbered except as described on Exhibit B hereto (the "Permitted Encumbrances"); there has been no prior assignment of any of the Borrower's rights in the Property; the Borrower has good right and full power to convey and encumber the Property and to execute this Mortgage; the Borrower will make such further assurances of title as the Mortgagee may require; and the Borrower will warrant and defend the Property against all claims and demands whatsoever.

3.2 **Indebtedness.** The Borrower will promptly pay, or cause to be paid, the Indebtedness when due.

3.3 **Impositions.** The Borrower will pay, or cause to be paid, when due:

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3.3.1 All of the following (hereinafter collectively called the "Impositions"): all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, which are assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly.

3.3.2 On the first day of each month after demand by Mortgagee following the occurrence and during the continuation of any Event of Default (as that term is defined below) that continues beyond any applicable grace, cure, or notice period, and at the sole discretion of the Mortgagee, a deposit with the Mortgagee equal to one-twelfth of the annual charges, as estimated by the Mortgagee, for the Impositions and premiums for insurance required under Section 3.7 below. Such amount will be held by or on behalf of the Mortgagee and will be applied to pay such Impositions and premiums when the same become due. The Mortgagee will not be required to pay any interest or earnings on such sums. The Borrower hereby pledges all such sums as additional collateral for the Indebtedness. If the amount held by the Mortgagee is not sufficient to pay the Impositions and premiums when due, the Borrower will, promptly upon request of the Mortgagee, pay to the Mortgagee any amount necessary to make up such deficiency.

3.3.3 If the Mortgagee is not establishing an escrow for Impositions, then within twenty (20) days after demand therefor, the Borrower will deliver to the Mortgagee the original, or a photostatic copy, of the official receipt evidencing payment of Impositions or other proof of payment satisfactory to the Mortgagee. Notwithstanding the provisions of Section 3.3.1, any Imposition which is a lien on the Property may be paid in installments provided that each installment is paid on or prior to the date when the same is due without the imposition of any penalty.

3.4 Compliance with Laws. The Borrower will promptly comply or cause compliance with all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities having or claiming jurisdiction of or with respect to the Property or any portion thereof or the use or occupancy thereof.

3.5 Condition of Property. The Borrower will keep and maintain, or cause to be kept and maintained, the Property (including all improvements thereon and the sidewalks, sewers, and curbs, if any) in good order and condition, normal wear and tear excepted, will make or cause to be made, as and when the same becomes necessary, all structural and nonstructural and all ordinary and extraordinary repairs and all maintenance necessary to that end, will suffer no waste to the Property, and will make all repairs and maintenance to the Property in a good and workmanlike manner.

3.6 Improvements. Without the prior written consent of Mortgagee, except as contemplated by any construction plans and specifications heretofore accepted by the Mortgagee and subject to the provisions of Section 3.5, the Borrower will not construct, remove or demolish, or suffer or permit others to construct, remove or demolish, any material improvements on the Property, or cause or permit any improvements hereafter constructed (as approved by Mortgagee) to be materially changed or altered; and the Borrower will not institute or cause to be instituted any proceedings that could change the permitted use of the Property from the use presently zoned or contemplated by the Loan Agreement.

3.7 Insurance. The Borrower will keep all improvements, if any, now on, or that hereafter may be put upon, the Property, including fixtures and all personal property owned by the Borrower and

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used in the operation of the Property, insured at all times for the benefit of the Mortgagee and the Borrower, as their respective interests may appear, against loss or damage by fire, and such other risks of damage, hazards, casualties and contingencies and in the manner and form and in the amounts as specified in writing by the Mortgagee from time to time, all as more particularly set forth in the Loan Agreement (the provisions of which control to the extent inconsistent with any provision of this Section 3.7).

3.7.1 Such insurance will be issued by a company or companies and in amounts acceptable to, and in every respect satisfactory to, the Mortgagee and will contain a provision requiring that the coverage evidenced thereby will not be terminated or materially modified without ten (10) days' prior written notice to the Mortgagee. If the Borrower fails to carry any insurance required to be carried by the Borrower under the terms of this Mortgage, the Mortgagee, at its option, may procure and maintain such insurance and the Borrower will promptly reimburse the Mortgagee for any premiums paid by the Mortgagee for such insurance. The originals or appropriate certificates of all policies of insurance required to be carried under this Mortgage, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to the Mortgagee of such payment, will be delivered to the Mortgagee concurrently with the execution and delivery hereof. The Borrower will deliver to the Mortgagee a new policy (or certificate, in the case of insurance for which only certificates have been previously furnished) bearing such notation or accompanied by such other evidence as replacement for any existing policy at least thirty (30) days before the date of such expiration.

3.7.2 All policies of insurance required by this Section 3.7 will contain a standard mortgagee clause in favor of the Mortgagee and a waiver of insurer's right of subrogation against funds paid under the standard mortgagee endorsement. In case of a loss payable under such insurance for damage to or destruction of the Property, the right to adjust all claims under such insurance policies (jointly with the Borrower), and the application of the proceeds of any such claim, are assigned to the Mortgagee. The Borrower hereby assigns to the Mortgagee all amounts recoverable under any such policy. The amount collected by the Mortgagee, at the option of the Mortgagee, may be used in any one or more of the following ways: (i) applied to the payment of any sums then in default to the Mortgagee hereunder; (ii) used to fulfill any of the covenants contained herein which the Borrower has failed to fulfill, as the Mortgagee may determine; (iii) unless the insurer denies liability to any insured, used to restore the Property to the condition existing immediately prior to the damage or destruction, on such terms and conditions as the Mortgagee may reasonable determine; (iv) released to the Borrower; or (v) applied upon the Indebtedness, whether the Indebtedness is then matured or unmatured and subject to any applicable pre-payment, yield-maintenance, or similar obligations. So long as no Event of Default exists, and subject to the Bank's determination, in its reasonable discretion, of the economic feasibility of restoring the Property, the Bank shall apply such proceeds as set forth in (iii) above. The Mortgagee is hereby irrevocably appointed by the Borrower as attorney-in-fact of the Borrower to assign any policy in the event of the foreclosure of this Mortgage or other extinguishment of the Indebtedness, and the Borrower will have no right to reimbursement for premiums unearned at the time of any such assignment.

3.8 Sale, Transfer or Encumbrance. The Borrower will not further mortgage, sell or convey, grant a deed of trust, pledge, grant a security interest in, lease, execute a land contract or installment sales contract, or otherwise dispose of, further encumber or suffer the encumbrance of, whether by operation of law or otherwise, any or all of its interest in the Property without the Mortgagee's prior written consent, except as permitted by the Loan Agreement.

3.9 Mechanic's Liens. The Borrower will keep and maintain the Property free from all liens of persons supplying labor and materials for the construction, modification, repair or maintenance of any building or improvements whether on the Property or not. If any such lien is filed against the Property, the Borrower will discharge the same of record within thirty (30) days after the lien is filed or, if not filed,

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within thirty (30) days after the Borrower has notice thereof, provided, that, in connection with any such lien or claim that the Borrower may in good faith desire to contest, the Borrower may contest the same by appropriate legal proceedings, diligently prosecuted, upon the posting of a bond or other security in such manner as is provided for in the Loan Agreement. Borrower has, as of the date hereof, permitted no work on the Property which could give rise to a lien on the Property, or if such work has commenced, has provided adequate waivers, indemnifications and other assurances to the Title Company so that a policy of title insurance can be issued without exception for filed or unfiled mechanic's liens.

3.10 Eminent Domain. All awards heretofore or hereafter made by any public or quasi-public authority to the present and any subsequent owner of the Property by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way or for any change of grade of streets affecting the Property, are hereby assigned to the Mortgagee and the Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award from the authorities making the same and to give proper receipts and acquittances therefor, and, at the Mortgagee's election, may use such proceeds in any one or more of the following ways: (a) use the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine, (b) use the same or any part thereof or replace or restore the Property to a condition satisfactory to the Mortgagee, (c) apply the same against the Indebtedness, or (d) release the same to the Borrower. The Mortgagee will have the right to intervene and participate jointly with the Borrower in any proceedings for and in connection with any such taking. Upon request of the Mortgagee, the Borrower will make, execute and deliver all assignments and other instruments sufficient for the purpose of assigning all such awards to the Mortgagee free, clear and discharged of all encumbrances. Notwithstanding the foregoing, so long as there is no Event of Default, Borrower shall have the exclusive right to participate in any such taking proceedings and apply the proceeds from such taking as it may determine, subject to the final approval of the Mortgagee.

3.11 Unpaid Impositions. In the event that any governmental agency claims that any tax or other governmental charge or other Imposition is due, unpaid or payable by the Borrower or the Mortgagee upon the Indebtedness (other than income tax, franchise tax or similar tax on the interest or premium receivable by the Mortgagee thereunder) and including any recording tax, documentary stamps or other tax or imposition on the Note or this Mortgage, the Borrower forthwith will pay such tax and, within a reasonable time thereafter, deliver to the Mortgagee satisfactory proof of payment thereof or if the Borrower is contesting the same in good faith, the Borrower will provide security for the payment thereof as provided for in the Loan Agreement.

3.12 Environmental Matters. The Borrower represents and warrants to, and covenants with, the Mortgagee that:

3.12.1 To Borrower's knowledge, there have been no complaints, citations, claims, notices, information requests, orders (including but not limited to clean-up orders) or directives asserting or based upon the presence or release of Hazardous Materials in, on or from the Property made or delivered to, pending or served on, or anticipated by the Borrower or its agents, or of which the Borrower or its agents, after due investigation, including consideration of the previous uses of the Property to the extent known to the Borrower or of which the Borrower would have discovered after such due investigation, meeting the standard under 42 U.S.C. § 9601(35)(B)(1986), are aware or should be aware (i) issued by a governmental department or agency having jurisdiction over the Property or (ii) issued or claimed in any public proceedings or public record by any persons, agencies or organizations and affecting the Property, or any part thereof.

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3.12.2 Except as disclosed in the Phase I report delivered to Mortgagee, to the best of Borrower's knowledge, there have not been and are not now any Hazardous Materials or underground storage tanks in, on or about the Property or any part thereof.

3.12.3 To the best of Borrower's knowledge, there has not been any material or reportable emission, spill, seepage, damage, release or discharge into or upon the air, soils or improvements or any surface water or ground water on, in or about the Property, or into any sewer or septic system servicing the Property, of any of Hazardous Materials, which has affected or is now affecting the Property or any part thereof.

3.12.4 The Borrower has obtained and will maintain all necessary approvals, permits, licenses, certificates or satisfactory clearances from all governmental authorities, utility companies or development-related entities, with respect to the Borrower's use of the Property and the Borrower's discharge of any chemicals, liquids and emissions, into the atmosphere, ground water or surface water, including but not limited to sewers or septic systems, from the Property.

3.12.5 The Borrower and its business, operations, equipment or other facilities at the Property are in compliance in all material respects with all applicable federal, state and local statutes, laws, regulations and ordinances.

3.12.6 As used herein (and in the Loan Agreement and other Loan Documents), the term "Hazardous Materials" means (a) asbestos and asbestos containing materials, (b) polychlorinated biphenyls, whether or not contained in electrical transformers, fluorescent light fixtures with ballasts, cooling oils or any other device or form, and (c) flammable explosives, radon, radioactive materials, petroleum and petroleum products, hazardous wastes, special wastes, medical or biohazardous wastes, and any other hazardous or toxic substances or materials as defined in or regulated under any applicable Environmental Law; and "Environmental Law" means, collectively and each individually, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), the Small Business Liability Relief and Revitalization Act ("SBLRRA"), the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, any other "Superfund" or "Superlien" law, the Occupational Safety and Health Act and all other laws of the United States, the State of Indiana, and the county and municipality in which the Property is located, relating to the protection of health, safety and the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials, in each case, as amended, and the rules, regulations, policies, standards, guidelines, interpretations, decisions, orders and directives issued thereunder or pursuant thereto.

3.12.7 The Mortgagee will not be deemed to assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean-up or dispose of wastes or materials on or relating to the Property merely by conducting any inspections of the Property or by obtaining title to the Property to the Mortgagee by foreclosure, deed in lieu of foreclosure or otherwise. The Borrower agrees to remain fully liable and will indemnify and hold harmless the Mortgagee from any costs, expenses, clean-up costs, waste disposal costs, litigation costs, fines, penalties, fines within the meaning of CERCLA, as amended by SARA and SBLRRA, and other related liabilities arising out of the breach of any of the Borrower's foregoing representations, warranties or covenants in this Section 3.12. These covenants will survive the release or satisfaction of this Mortgage or the foreclosure hereof, subject to any applicable statutes of limitation.

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SECTION 4

ASSIGNMENT OF RENTS AND LEASES

4.1 Assignment. The Borrower hereby transfers and assigns to the Mortgagee as further security for the payment of the Indebtedness (i) all present and future leases granted by Borrower covering all or any portion of the Property, (ii) all agreements for use or occupancy of any portion of the Property, (iii) all present and future ground leases for use or occupancy of any portion of the Property, (iv) any and all guarantees of the performance of any lessee under any lease of all or any part of the Property, (v) any extensions, amendments, modifications, supplements or replacements to any lease of all or any part of the Property (including any guaranty or other item included in this definition of "Leases") and any and all further leases and subleases, lettings or agreements of all or any part of the Property (all of the foregoing "Leases"), provided, however, that this provision shall not apply to any future Lease of any Lot or parcel of the Property following the release of such Lot or parcel pursuant to the Loan Agreement, and (vi) all rents and other sums of money due or becoming due to the Borrower under any of the Leases now due or which may hereinafter become due and payable. The rights assigned hereunder include but are not limited to all of the Borrower's rights (a) to make material modifications of the Leases; (b) to terminate or to accept the surrender thereof; (c) to waive or release the lessees from the observance or performance by the lessees of any material covenant or condition of the leases; and (d) to give any consent to any assignment of the Leases or any sublease of any part of the Property.

4.2 Duties of Borrower. The Borrower will observe and perform all covenants and conditions to be observed or performed by the lessor under the Leases and enforce the observance and performance of the Leases by the lessees. Other than in the ordinary course of business, the Borrower will not cancel, surrender, terminate, or materially alter amend or modify any Leases, release any party liable thereunder or consent to the assignment of the interests of any lessees without the prior written consent of the Mortgagee which consent will not be unreasonably delayed, conditioned or withheld, and the Mortgagee will be deemed to have consented to any such items if the Mortgagee fails to object thereto within five (5) days of receipt of a written request for the Mortgagee's consent. The Borrower will not permit the prepayment of any rents under the Leases for more than thirty (30) days in advance of their due date without the prior written consent of the Mortgagee.

4.3 Rights of Mortgagee. If the Borrower fails to observe or perform any covenant or condition to be observed or performed by the Borrower under any of the Leases, the Mortgagee, without obligation to do so but after prior written notice to Borrower and without releasing the Borrower from its obligation to do so, may perform such covenant or condition and, to the extent that the Mortgagee incurs any costs or pays any monies in connection therewith, including any costs or expenses of litigation, the costs and expenses will be due on demand and will be included in the Indebtedness secured hereby and will bear interest from the incurring or payment thereof at the Default Rate set forth in the Note (but not higher than the highest rate permitted by law).

4.4 Indemnification. The Mortgagee will not be obligated to perform or discharge any obligation or duty of the Borrower under any of the Leases, and the acceptance of this assignment does not constitute an assumption of any such obligation or duty. The Mortgagee will not be deemed to have any responsibility for the control, care, management or repair of the Property or any responsibility or liability for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss, injury or death to any lessee, licensee, employee, stranger or other person. The Borrower will indemnify and hold the Mortgagee harmless against all liabilities, losses and damages that the Mortgagee may incur under the Leases or under or by reason of this assignment except for the

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Mortgagee's grossly negligent or willful acts or liabilities, losses and damages arising out of the Mortgagee's possession or control of the Property.

4.5 Rent. Provided that no Event of Default (as hereinafter defined), beyond any applicable grace, cure or notice period, exists hereunder, the Borrower will have the right to collect all rents under any Lease (but not more than thirty (30) days in advance of their due date), provided, that, upon the occurrence of an Event of Default hereunder, beyond any applicable grace, cure or notice period, the Mortgagee may take such actions with respect to the Leases and the rents, issues and profits (including the notification to lessees to make rent payments directly to the Mortgagee) from the Property, as permitted by law or in equity, including, but not limited to, the remedies set forth in Section 6 below.

4.6 Contracts. The Borrower will not enter into any contract for the management of the Property or appoint a rental agent for the Property (other than an Affiliate) without the prior written consent of the Mortgagee, which consent will not be unreasonably delayed, conditioned or withheld.

SECTION 5

FIXTURE FILING

5.1 Security Agreement. This instrument is intended to be a security agreement pursuant to the Illinois UCC for any of the items specified in Section 1.1 above as part of the Property which may be subject to a security interest pursuant to the applicable version of the Illinois UCC, and the Borrower hereby grants the Mortgagee a security interest in such items.

5.2 Filings. The Borrower agrees that this instrument, or a reproduction thereof, may be filed in the real estate records or other appropriate index as a financing statement for any of the items specified above (including fixtures) as part of the Property, and authorizes Mortgagee to make any such filings Mortgagee deems necessary or proper. The Borrower's execution of this Mortgage constitutes an authentication pursuant to the Illinois UCC of the security agreement contained herein, thereby authorizing Mortgagee to file and record such financing statements, amendments and other Illinois UCC forms as may be necessary or appropriate to establish and maintain the priority of its lien and security interests created under this Mortgage. Any reproduction of this instrument or of any other security agreement or financing statement (meeting the requirements of the Illinois UCC) will be sufficient as a financing statement. The Borrower agrees to execute and deliver to the Mortgagee upon request, any financing statements (other than financing statements such as those currently prescribed by the Illinois UCC, which are not required to be executed by the debtor or secured party), as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as may be required by law or reasonably required by the Mortgagee to perfect a security interest with respect to said items. The Borrower will pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and will pay all reasonable costs and expenses of any record searches for financing statements the Mortgagee may reasonably require.

SECTION 6

DEFAULT; REMEDIES

6.1 Events of Default. The entire Indebtedness will become due, at the option of the Mortgagee, if any one or more of the following events ("Event of Default") occurs and is continuing beyond the specified grace, notice or cure period, if any:

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6.1.1 Borrower fails to observe or perform any covenant or provision of this Mortgage; or Borrower fails to observe or perform any covenant or provision of any other Loan Document related to the Indebtedness and such default continues beyond the grace, notice or cure period specified herein; or

6.1.2 The non-payment of any of the principal or interest on the Note (other than upon maturity of the Note), or on any of the other Indebtedness, when due, whether by acceleration or otherwise; or

6.1.3 The non-payment of any principal, interest or Indebtedness upon the final maturity of the Note; or

6.1.4 Any other Event of Default as specified in the Loan Agreement.

6.2 Remedies. Upon maturity of the Note or at any time after an Event of Default, the Mortgagee will have all rights and remedies provided at law or in equity or under this Mortgage or under the Loan Agreement, including the right to accelerate the maturity of the Indebtedness and the right to foreclose the lien of this Mortgage.

6.3 Waivers. The failure of the Mortgagee to accelerate the maturity of the Indebtedness secured hereby and to foreclose the lien hereof following any Event of Default, or to exercise any other option granted to the Mortgagee or partial payments of such Indebtedness, will neither constitute a waiver of any such default or of the Mortgagee's options hereunder nor establish, extend or affect any grace period for payments due under the Note, but such options will remain continuously in force. Acceleration of maturity, once claimed hereunder by the Mortgagee, may, at the Mortgagee's option, be rescinded by written acknowledgment to that effect by the Mortgagee and will not affect the Mortgagee's right to accelerate maturity upon or after any future Event of Default.

6.4 Expenses. In any proceeding to foreclose the lien of this Mortgage or enforce any other remedy of the Mortgagee under the Note, this Mortgage, or any other document executed in connection therewith, or in any other proceeding whatsoever in connection with any of the Property in which the Mortgagee is named as a party, there will be allowed and included, as additional Indebtedness in the judgment or decree resulting therefrom, all reasonable expenses paid or incurred in connection with such proceeding by or on behalf of the Mortgagee constituting attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of such judgment or decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, and any similar data and assurances with respect to title to the Property as the Mortgagee may deem reasonably necessary either to prosecute or defend in such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of the premises or the Property. All expenses of the foregoing nature, and such expenses as may be incurred in the protection of any of the Property and the maintenance of the lien of this Mortgage thereon, including, without limitation, the reasonable fees of any attorney employed by the Mortgagee in any litigation affecting the Note, this Mortgage or any of the Property, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding in connection therewith, will be immediately due and payable by the Borrower with interest thereon at the Default Rate specified in the Note, but not higher than the highest rate permitted by law.

6.5 Proceeds. The proceeds of any foreclosure sale of the Property, or any part thereof, will be distributed and applied in the following order of priority: (a) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 6.4 hereof, (b) all other items that, under the terms of this Mortgage, constitute secured Indebtedness additional to that evidenced by the Note, with interest thereon as prescribed by the Loan Documents but not higher

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than the highest rate permitted by law; (c) all principal and interest remaining unpaid under the Note, in the order of priority specified by the Mortgagee in its sole discretion; and (d) the balance to the Borrower or its successors or assigns, as their interests may appear.

6.6 Additional Remedies. If an Event of Default has occurred and is continuing beyond any applicable grace, notice or cure period, the Mortgagee, at its option, in addition to the other remedies provided herein or in law or equity, may proceed to enter upon, take possession of, and manage and operate the Property and may proceed to perform any or all obligations of the Borrower under the Leases (if any), and exercise the rights of the Borrower contained therein as fully as the Borrower itself could, without regard to the adequacy of security for the Indebtedness hereby secured and, to the extent permitted by applicable law, with or without bringing any legal action or causing any receiver to be appointed by any court; may let or re-let (if leased) or lease the Property or any part thereof and enforce, modify, cancel or accept the surrender of any Lease or Leases then in effect; may bring or defend any suits in connection with the possession of the Property or any part thereof, in the name of either the Borrower or the Mortgagee; may make such repairs as the Mortgagee may deem appropriate; may pay out of rents, income or profits any Impositions, liens, taxes, assessments, insurance premiums, utility charges or costs of keeping the Property in good condition and repair; may in the name of either the Borrower or the Mortgagee sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid; and may do all other things the Mortgagee may deem necessary or proper to protect its security. Entry upon and taking possession of the Property and the collection of any rents and the application thereof will not operate to cure or waive any default under any instrument given by the Borrower to the Mortgagee or prohibit the taking of any other action by the Mortgagee under any such other instrument or at law or in equity to enforce the payment of the Indebtedness secured hereby or to realize on any other security or guarantee.

6.7 Receivers. Upon or at any time after the occurrence of an Event of Default hereunder beyond any applicable grace, notice or cure period, the Mortgagee may request the appointment of a receiver of the Property. Such appointment may be made either before or after any foreclosure action or sale and, subject to applicable law, without notice and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Indebtedness secured hereby without regard to the value of the Property at such time and whether or not the same is then occupied as a homestead and without bond being required of the applicant. Such receiver will have the power to take possession, control and care of the Property and to collect all rents, issues, deposits and profits thereof.

6.8 Rights of Mortgagee. If the Borrower fails to pay any of the Impositions or to make any other payment required to be paid by the Borrower under this Mortgage at the time and in the manner provided in this Mortgage, or if an Event of Default occurs under this Mortgage, the Note, or the Loan Agreement, beyond any applicable grace, notice or cure period, then without limiting the generality of any other provision of this Mortgage and without waiving or releasing the Borrower from any of its obligations hereunder, the Mortgagee will have the right, but will be under no obligation, to pay any of the Impositions or other payment, or any sums due under this Mortgage, and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition or obligation to be promptly performed or observed on behalf of the Borrower. In any such event, the Mortgagee and any person designated by the Mortgagee will have, and is hereby granted, the right to enter upon the Property at any time and from time to time for the purpose of performing any such act or taking any such action, and all monies expended by the Mortgagee in connection with making such payment or performing such act (including, but not limited to, reasonable legal expenses and disbursements), together with interest thereon at the Default Rate specified in the Note, but not higher than the highest rate permitted by law, from the date of each such expenditure, will be paid by the Borrower to the Mortgagee forthwith upon

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demand (with supporting documents and evidence of payment) by the Mortgagee and will be secured by this Mortgage.

SECTION 7

MISCELLANEOUS

7.1 Rights Cumulative. The rights of the Mortgagee arising under the provisions and covenants contained in this Mortgage and the Note and other documents securing the Indebtedness or any part thereof will be separate, distinct and cumulative and none of them will be exclusive of the others. No act of the Mortgagee will be construed as an election to proceed under any one provision herein or in such other documents to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

7.2 Waivers. A waiver by Mortgagee or Borrower in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Note or any documents securing the Indebtedness or any part thereof, will apply to the particular instance or instances and at the particular time or times only, and no such waiver will be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Mortgage and of such other documents will survive and continue to remain in full force and effect. No waiver will be asserted against the Mortgagee or the Borrower unless in writing signed by the Mortgagee or the Borrower, as the case may be.

7.3 Titles. The titles to the Sections hereof are for reference only and do not limit in any way the content thereof.

7.4 Amendments. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, will be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

7.5 Notices. Notices or demands under this Mortgage shall (unless otherwise expressly provided) be in writing and shall be delivered, by hand, courier, overnight delivery, facsimile or the United States Mail (registered or certified mail), with all expenses of delivery being prepaid, and shall be addressed as follows:

If to the Borrower:

Elkridge, LLC
401 W. High St.
Elkhart, Indiana 46516
Attn: Randall Lipps, Manager

with a copy to:

Much Shelist Denenberg Ament & Rubenstein, P.C.
191 N. Wacker Drive, Suite 1800
Chicago, IL 60606
Attn: Harold S. Dembo, Esq.

If to the Bank:

National City Bank
One National City Center, Suite 935 East
Indianapolis, Indiana 46255
Attention: Michael L. Goletz, Investment Real Estate Officer

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with a copy to:

Bingham McHale LLP
 2700 Market Tower
 10 W. Market Street
 Indianapolis, Indiana 46204
 Attention: Keith A. Bice, Esq.

or at such other address as the Borrower or the Mortgagee shall have furnished to the other in writing. Any notice or demand so addressed and:

- (a) mailed by registered or certified mail shall be deemed to be given three (3) Banking Days after the date so mailed;
- (b) delivered by hand or facsimile shall be deemed to be given upon receipt; and
- (c) delivered by overnight delivery shall be deemed given one (1) day after it is sent.

7.6 Construction. Any words herein which are used in one gender will be read and construed to mean or include the other genders wherever they would so apply. Any words herein which are used in the singular will be read and construed to mean and to include the plural wherever they would so apply, and vice versa. This Mortgage will be governed by and construed in accordance with the laws of the State of Indiana without regard to the principles of conflicts of laws.

7.7 Waivers by Borrower. The Borrower hereby expressly waives, to the extent permitted by law, the equity of redemption, any statutory right of redemption, and homestead and all other rights and exemptions of every kind in and to the Property.

7.8 Releases. The Borrower agrees that the Mortgagee, without notice to or further consent of the Borrower, may release or discharge any persons who are or may become liable for the payment of the Indebtedness or release or discharge any other collateral for the payment of the Indebtedness and any such release or discharge will not alter, modify, release or limit the validity and enforceability of this Mortgage or the liability of the Borrower under the Indebtedness or this Mortgage.

7.9 Conflict. In the event of conflict between the terms hereof and the Loan Agreement, the terms of the Loan Agreement shall control.

7.10 Changes in the Laws regarding Taxation. If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Indebtedness from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Borrower or the Mortgagee's interest in the Property, the Borrower will pay such tax, with interest and penalties thereon, if any. If the Mortgagee determines that the payment of such tax or interest and penalties by the Borrower would be unlawful or taxable to the Mortgagee or unenforceable or provide the basis for a defense of usury, and the Indebtedness is not satisfactorily modified in Mortgagee's reasonable discretion, then the Mortgagee shall have the option to declare the entire Indebtedness immediately due and payable.

7.11 Documentary Stamps. If at any time the United States of America, any state thereof or any subdivision of any such state shall require revenue or other stamps to be affixed to the Note or this Mortgage, or impose any other tax or charge on the same, the Mortgagor will pay for the same, with interest and penalties thereof, if any.

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7.12 Governing Law; Waiver of Jury Trial. This Mortgage, and all disputes arising hereunder, shall be governed by the law of the State in which the Real Estate is located, excluding such State's laws governing conflicts of laws. The Borrower and Mortgagee hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort, or otherwise) between or among Borrower and Bank arising out of or in any way related to this Mortgage, any other loan document, or any relationship between Bank and Borrower. This provision is a material inducement to Bank to provide the financing described herein or in the Loan Documents.

SECTION 8

FUTURE ADVANCES

8.1 Advances by Mortgagee. Future obligations or advances made by the Mortgagee to the Borrower in the aggregate up to Seven Million and No/100 Dollars (\$7,000,000.00), shall, in each instance, be secured by this Mortgage. Such future advances, with interest thereon, shall be secured by this Mortgage, whether made (i) under the Note, (ii) under this Mortgage, (iii) under any Loan Documents executed incident to the Note or this Mortgage, or (iv) under any amendment, substitution, renewal, replacement or modification of the Note, this Mortgage or other Loan Documents, when evidenced by amendment, substitution, renewal, replacement or modification agreements or notes stating that such agreements or notes are secured by this Mortgage.

8.2 Other Liens. It is agreed that the lien hereby created will take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the Property, and in the event the proceeds of the Indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens hereto (or) existing on the Property, then the Mortgagee is, and will be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

SECTION 9

DEFEASANCE AND RELEASE

9.1. Defeasance. If the Borrower keeps, observes and performs all of the covenants and conditions of this Mortgage on its part to be kept and performed and pays, or causes to be paid, to the Mortgagee the Note as to both principal and interest, and all extensions and renewals thereof, and all of the other Indebtedness, and repays any future advances hereafter made by the Mortgagee under the terms hereof, then this Mortgage will be deemed satisfied and shall be released by the Mortgagee by the execution and filing of a proper instrument to effect such release; otherwise it will remain in effect.

[Signatures on following page]

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[Signature Page - Mortgage]

This Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing has been executed by the undersigned, the duly authorized Manager of Borrower, effective as of the date and year first set forth above.

"BORROWER"

ELKRIDGE, LLC, an Illinois limited liability company

By: *[Signature]*
Randall Lipps, Manager

STATE OF INDIANA)
) SS:
COUNTY OF Elkhart)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Randall Lipps, the duly authorized Manager of Elkrige, LLC, who executed the foregoing Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing on behalf of such limited liability company and acknowledged the signing and execution of said instrument to be his voluntary act and deed and the voluntary act and deed of such limited liability company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on this 25th day of May, 2007.

My Commission Expires:
June 23, 2011

[Signature]
Heidi Hepper, Notary Public
and Resident of Elkhart County

This instrument prepared by and after recording return to: Keith A. Bice, Attorney at Law, Bingham McHale, LLP, 10 West Market Street, 2700 Market Tower, Indianapolis, IN 46204; with the advice and counsel of Glen R. Barmann, Attorney at Law, 200 E. Court Street, Suite 602, Kankakee, Illinois 60901.

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 9 AND 10 IN BLOCK 17 IN NEWBERRY'S ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE EAST ½ OF THE WEST ½ OF THE NORTHEAST ¼ IN COOK COUNTY, ILLINOIS.

Common Address: 215 West Superior Street, Chicago, Illinois

PIN: 17-09-209-007-0000

Property of Cook County Clerk's Office

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EXHIBIT B

Permitted Encumbrances

1. Real estate taxes and assessments which are a lien, but which are not yet billed, or are billed but are not yet due and payable as of the date of closing and any assessments not shown on the public record.
2. Easements, covenants, restrictions, agreements and/or reservations of record.
3. Any laws, regulations or ordinances (including, but not limited to, zoning, building and environmental matters) as to the use, occupancy, subdivision or improvement of the Property adopted or imposed by any governmental agency, which are now or hereafter in effect relating to the Property.
4. Any other matters set forth in the Commitment No. 522005 issued by Stewart Title Guaranty Company, dated February 15, 2007, as amended as of the date hereof.

Property of Cook County Clerk's Office