



Doc#: 0720033047 Fee: \$86.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/19/2007 08:16 AM Pg: 1 of 12

PREPARED BY AND WHEN RECORDED

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MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS
AND FIXTURE FINANCING STATEMENT

THIS MORTGAGE is made on July 17, 2007 between ROGER D’ORAZIO, whose address is 901 South Larkin, Joliet, Illinois 60431 and DORA LLC, an Illinois limited liability company whose address is 901 South Larkin, Joliet, Illinois 60431 (collectively, the "Mortgagor") and WILLIAM KELLY, whose address is 1505 South Ridge Road, Lake Forest, Illinois (the "Mortgagee").

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee certain real property located in the County of Cook and State of Illinois, and all the buildings, structures and improvements on it, commonly known and legally described in:

See Exhibit A attached
(the "Premises").

Tax Parcel Identification Numbers: See Exhibit A attached.

The Premises also include all of the Mortgagor’s title and interest in the following, if any:

- (1) All easements, rights-of-way, licenses, privileges and hereditaments.
- (2) Land lying in the bed of any road, or the like, opened, proposed or vacated, or any strip or gore, adjoining the Premises.
- (3) All machinery, apparatus, equipment, fittings, and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee.
- (4) All mineral, oil, gas and water rights, royalties, water and water stock, if any.
- (5) All awards or payments including interest made as a result of the exercise of the right

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of eminent domain; the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorneys' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment.

- (6) All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

The Premises are unencumbered except for those permitted exceptions set forth on Exhibit B attached hereto and incorporated by reference herein ("Permitted Encumbrances").

The Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the following (the "Debt"):

- (i) Certain Mortgage Note dated July 17, 2007, as may be amended, modified and restated from time to time between Mortgagee and Mortgagor, in the stated principal amount of \$941,511.58.
- (ii) Any extensions, renewals, modifications or replacements of the Loan Agreement or the related notes or documents related to the foregoing, without limit as to number or frequency.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage and in those collateral agreements referenced in the Loan Agreement.

The Mortgagor promises and agrees as follows:

1. PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS: The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.

2. TAXES: The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage, provided that Mortgagor shall be allowed to contest the same in good faith so long as (1) Mortgagor maintains adequate reserves therefore, (2) Mortgagor gives Mortgagee prompt notice thereof, and (3) Mortgagee will not be adversely affected thereby. Should the Mortgagor fail to make those payments, the Mortgagee may at its option, after reasonable notice to and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge or bond over any unpermitted lien or encumbrance unless the effect of such lien is promptly stayed by judicial action.

3. CHANGE IN TAXES: In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage, which changes or modifies the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the

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manner of collecting those taxes, the Debt shall become due and payable immediately at the option of the Mortgagee.

4. INSURANCE: Until the Debt is fully paid, the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State where the Premises are located, including risks of vandalism and malicious mischief, and shall further provide flood insurance (if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it), and such other appropriate insurance as the Mortgagee may reasonably require from time to time. All insurance policies and renewals must be reasonably acceptable to the Mortgagee, must provide for payment to the Mortgagee as an additional insured in the event of loss, must require thirty (30) days notice to the Mortgagee in the event of nonrenewal or cancellation, and all renewal or replacement policies must be delivered to the Mortgagee within thirty (30) days prior to their respective effective dates. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee, then the Mortgagee at its option may have the insurance written or renewed and pay the premiums for the account of the Mortgagor prior to lapse. In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagee alone for the benefit of the Mortgagor. No loss or damage shall itself reduce the Debt. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Mortgagee and the Mortgagor and to endorse the Mortgagor's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the repair or rebuilding of the Premises provided that the Mortgagor is not then or at any time during the course of restoration of the Premises in default under this Mortgage and has complied with all requirements for application of the proceeds to restoration of the Premises as Mortgagee, in its sole discretion may establish. Notwithstanding the foregoing, in the event that the loss or damage is \$50,000.00 or less, then the proceeds of the insurance shall be paid to Mortgagor and Mortgagor shall apply the proceeds to the repair of the damage or loss.

5. RESERVES FOR TAXES AND INSURANCE: Mortgagor shall, if requested by Mortgagee after an Event of Default has occurred, pay to Mortgagee, at the time of and in addition to the scheduled installments of principal and/or interest due under the Debt, a sum equal to (a) the amount estimated by the Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises, plus (b) the amount of the annual premiums on any policies of insurance required to be carried by the Mortgagor, divided by (c) the number of installments due each year ((a) and (b) are collectively referred to as the "Charges"). Upon notice at any time, the Mortgagor will, within ten (10) days, deposit such additional sum as may be required for the payment of increased Charges. These sums shall not be commingled with the general funds of the Mortgagee, and no interest shall be payable on them and these sums be deemed to be held in trust for the benefit of the Mortgagor. Payment by the Mortgagee on any one or more occasions of all or any part of the Charges shall not be construed as obligating it to

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pay any Charges on any other occasion. If the Mortgagee elects to pay any Charge, it shall not be required to do so at any time prior to the date on which penalties, interest or collection fees begin to accrue. If the Mortgagee elects to pay any premium on any policy of insurance required to be carried by the Mortgagor, it may do so at any time prior to the cancellation of the policy.

In the event of foreclosure of this Mortgage, any of the moneys then remaining on deposit with the Mortgagee or its agent shall be applied against the Debt prior to the commencement of foreclosure proceedings. Any default by the Mortgagor in the performance of the provisions of this section shall constitute a default under this Mortgage.

6. WASTE: The Mortgagor shall not commit or permit waste on the Premises nor do any other act causing the Premises to become less valuable. The Mortgagor will keep the Premises in good order and repair and in compliance in all material respects with any law, regulation, ordinance or contract affecting the Premises and, from time to time, make all needful and proper replacements so that fixtures, improvements and Equipment will at all times be in good condition, fit and proper for their respective purposes. Should the Mortgagor fail to effect any necessary repairs, the Mortgagee may at its option, upon ten (10) day notice to and at the expense of the Mortgagor, make the repairs for the account of the Mortgagor. The Mortgagor shall use the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times.

7. ALTERATIONS, REMOVAL: No building, structure, improvement, fixture, personal property, or Equipment constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee, not unreasonably withheld unless such action would materially reduce the value of the Premises.

8. PAYMENT OF OTHER OBLIGATIONS: The Mortgagor shall also perform all of Mortgagor's obligations and pay all other obligations which are or may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Premises other than those set forth in Exhibit B hereto, provided that Mortgagor shall be allowed to contest the same in good faith so long as (1) Mortgagor maintains adequate reserves therefore, (2) Mortgagor gives Mortgagee prompt notice thereof, and (3) Mortgagee will not be adversely affected thereby.

9. ASSIGNMENT OF LEASES AND RENTS: As additional security for the Debt, the Mortgagor assigns to the Mortgagee all oral or written leases, and the rents, issues, income and profits under all leases or licenses of the Premises, present and future. The Mortgagor will comply with all terms of all leases.

10. RESERVED.

11. SECURITY AGREEMENT: This Mortgage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code (the "UCC") and the Mortgagor grants to the Mortgagee a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, the parties shall have all of the rights and remedies available to a secured party or debtor, as the case may be, under the UCC. Upon

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the occurrence of an event of default under this Mortgage, the Mortgagee shall have, in addition to the remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.

12. REIMBURSEMENT OF ADVANCES: If the Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings), then the Mortgagee at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' fees and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Debt, shall be immediately due and payable upon notice from the Mortgagee to the Mortgagor, and shall bear interest at the highest rate permitted under any of the instruments evidencing any of the Debt.

13. DUE ON TRANSFER: If all or any part of the Premises or any interest in the Premises is transferred without the Mortgagee's prior written consent, it may, at its sole option, declare the Debt to be immediately due and payable.

14. NO ADDITIONAL LIEN: The Mortgagor covenants not to execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against the interest of the Mortgagor in the Premises without the prior written consent of the Mortgagee, not unreasonably withheld if the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage and shall also be subject and subordinate to all present and future leases affecting the Premises.

15. EMINENT DOMAIN: Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Debt in accordance with the terms of the underlying loan documents until any award or payment shall have been actually received by the Mortgagee. By executing this Mortgage, the Mortgagor signs the entire proceeds of any award or payment and any interest to the Mortgagee. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds, including reasonable attorneys' fees, and then toward payment of the Debt whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the alteration, restoration or rebuilding of the Premises.

16. ENVIRONMENTAL PROVISIONS: Mortgagor represents and warrants that Mortgagor has not used and will not use Hazardous Materials (hereinafter defined) on, from or affecting the Premises in any manner that violates the Environmental Laws (hereafter defined), that, no Hazardous Materials have been disposed of on the Premises, intentionally or unintentionally, directly or indirectly, by any person whether related or unrelated to Mortgagor, nor have any Hazardous Materials migrated onto the Security, and that Mortgagor will not permit or suffer any such violation of the Environmental Laws.

For purposes of this Mortgage, the following terms shall have the definition set forth:

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"Hazardous Materials" shall mean and include those elements, materials, compounds, mixtures, wastes or substances which are now or hereinafter contained in any list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or any list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any of the Environmental Laws (hereinafter defined) and, whether or not included in such lists, shall be deemed to include all products or substances containing petroleum, asbestos, and polychlorinated biphenyls.

"Environmental Laws" shall mean and include any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to protection of human health or the environment, or regulating or imposing liability or standards of conduct concerning the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§9601 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. §§9601 et seq., the Federal Oil Pollution Act of 1990, §§2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. §§6901 et seq., the Federal Hazardous Material Transportation Act 49 U.S.C. §§1801 et seq., the Federal Clean Air Act 42 U.S.C. §7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. §§401 et seq., New Jersey Spill Act N.J.S. 58:10-23,11(f) and all rules and regulations of the EPA, or any other state or federal department, board, or agency, or any other agency or governmental board or entity having jurisdiction over the Security, as any of the foregoing have been, or are hereafter, amended.

Mortgagor represents and warrants that no use, generation, treatment, storage or disposal of any Hazardous Materials has occurred or is occurring on the Premises and that the Mortgagor will not permit or suffer any such use, generation, treatment, storage or disposal of Hazardous Materials on the Premises or permit any lien under any Environmental Law to attach to the Premises or any portion thereof or interest therein. Mortgagor represents and warrants that it has not received any notice from any governmental agency or any tenant of the Premises with regard to such Hazardous Materials, and has received no notice that the environmental and ecological condition of the Premises is in violation of any Environmental Law. No provision of the mortgage shall prohibit Mortgagor from using and storing hazardous materials that are customarily used in the automobile and auto body repair business, provided such use and storage does not violate any local, state, or federal law.

Mortgagor represents and warrants that, to the best of Mortgagor's knowledge and belief, the Premises does not contain, and has not in the past contained, any asbestos-containing material in friable form and there is no current or potential airborne contamination of the Premises by asbestos fiber, including any potential contamination that would be caused by maintenance or tenant finish activities in the building(s).

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Mortgagor represents and warrants that it has not received any notice that the soil, surface water, and ground water of or on the Premises are not free from any spills of oil or other solid or liquid waste, toxic or hazardous substance or contaminate, and Mortgagor, after making reasonable inquiry, has no knowledge of any such spill.

In the event that any investigation, site monitoring, containment, clean-up, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary or desirable under any applicable Environmental Law, any judicial order, or by any governmental entity or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Material in or about the air, soil, ground water, surface water or soil vapor at, on, about, under or within the Premises (or any portion thereof), Mortgagor shall within thirty (30) days after written demand for performance thereof by Mortgagee (or such shorter period of time as may be required under any applicable Environmental Law), commence and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work shall be performed by contractors approved in advance by Mortgagee, and under the supervision of a consulting engineer approved by Mortgagee. All costs and expenses of such Remedial Work shall be paid by Mortgagor including, without limitation, Mortgagee's attorneys' fees, paralegal fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Mortgagor shall fail to timely prosecute to completion, such Remedial Work, Mortgagee may, but shall not be required to, cause such Remedial work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become part of the Debt.

Mortgagor shall provide Mortgagee with prompt written notice (a) upon Mortgagor's becoming aware of any release or threat of release of any Hazardous Materials upon, under or from the Premises; (b) upon Mortgagor's receipt of any notice from any federal, state, municipal or other governmental agency or authority in connection with any Hazardous Materials located upon or under or emanating from the Premises; and (c) upon Mortgagor's obtaining knowledge of any incurrence of expense by any governmental agency or authority in connection with the assessment, containment or removal of any Hazardous Materials located upon or under or emanating from the Premises.

Mortgagor will indemnify Mortgagee against, and hold Mortgagee harmless from, any and all claim, liability, loss, cost damage, charge, lien, debt, fine, penalty, injunctive relief, demand, suit, judgment, adjudication, expense, or injury to person, property or natural resources, including attorney's fees and consulting fees (any of the foregoing being referred to herein as a "Claim"), arising out of, attributable to, which may accrue out of, or which may result from (i) a violation or alleged violation of the Environmental Laws in connection with the Premises by any person or entity or other source whether related or unrelated to Mortgagor, or (ii) the actual or alleged presence, release, transportation, migration, generation, treatment, processing, storage or use or disposal (herein collectively referred to as a "Disposal") of Hazardous Materials (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to Mortgagor, provided that if Mortgagee owns the Premises at the time of a Claim, such violation or Disposal giving rise to such Claim occurred prior to the time Mortgagee owned the Premises. This indemnity shall survive the event of foreclosure of the Mortgage or conveyance of the Premises in lieu thereof.

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17. EVENTS OF DEFAULT/ACCELERATION: Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (1) The Mortgagor or, if other than the Mortgagor or all of the undersigned, any principal obligor of the Debt (collectively, the "Borrower"), or fails to pay when due any amount payable under the Mortgage Note, or any other agreement evidencing the Debt; (2) the Mortgagor or Borrower (a) fails to observe or perform any other term of the note(s), or any other agreement evidencing the Debt or (b) makes, or any Guarantor makes, any materially incorrect or misleading representation in any financial statement or other information delivered to the Mortgagee; (3) there is a default under the terms of this Mortgage, security agreement or other document executed as part of the Debt transaction, or any guaranty of the Debt becomes unenforceable in whole or in part, or any guarantor fails to promptly perform under its guaranty; (4) the Mortgagor or Borrower or any Guarantor becomes insolvent or unable to pay its debts as they become due; (5) the Mortgagor or Borrower or any Guarantor (a) makes an assignment for the benefit of creditors, (b) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets, or (c) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction; (6) a custodian, receiver or trustee is appointed for the Mortgagor or Borrower or for a substantial part of its assets without its consent and is not removed within sixty (60) days after the appointment; or the Mortgagor or Borrower consents to the appointment; (7) proceedings are commenced against the Mortgagor or Borrower or any Guarantor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and they remain undismissed for ninety (90) days after commencement; or the Mortgagor or Borrower or any Guarantor consents in writing to the commencement of those proceedings; (8) any proceedings are instituted for the foreclosure or collection of any mortgage, judgment or lien affecting the Premises; (9) the Mortgagor sells, transfers or hypothecates any part of the Premises except as provided in this Mortgage without the prior written consent of the Mortgagee; (10) the Mortgagor or Borrower, without the Mortgagee's written consent, (a) is dissolved, (b) leases, purchases or otherwise acquires a material part of the assets of any business entity outside the ordinary course of its business that materially affects its financial position, or (c) agrees to do any of the foregoing. Notwithstanding the foregoing, Mortgagor shall have: (i) thirty (30) days after notice thereof to cure any non-monetary event of default and (ii) fifteen (15) days after the due date to cure a monetary default.

18. REMEDIES ON DEFAULT: Upon the occurrence of any event of default which is not cured within an applicable notice and cure-period, the Mortgagee may exercise all of the rights, powers and remedies expressly or impliedly conferred on or reserved to it under this Mortgage or any other related document, or now or later existing at law or in equity, including without limitation the following: (i) declare the Debt to be immediately due, (ii) proceed at law or in equity to collect the Debt and proceed to foreclose this Mortgage, or otherwise pursue any of its rights or remedies, and (iii) exercise any of its rights, powers or remedies pursuant to the UCC.

The Mortgagee in any suit to foreclose this Mortgage shall be entitled to the appointment of a receiver of the rents, leases and profits of the Premises as a matter of right and without notice (without regard to the value of the Premises), and the Mortgagor specifically consents to that appointment without notice. The Premises may be sold in one parcel as an entirety or in such parcels, manner and order as the Mortgagee may elect. By executing this Mortgage, the Mortgagor waives, in the event of a foreclosure of this Mortgage or the enforcement by the

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Mortgagee of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of assets that secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets. The Mortgagor waives all technical errors and imperfections in any proceedings instituted by the Mortgagee to enforce any of its rights and remedies.

19. PLEDGE: If the Mortgagor is not liable for all or any part of the Borrower's obligations to the Mortgagee, then it agrees that: (a) If any monies become available to the Mortgagee from the Borrower that it can apply to any debt, the Mortgagee may apply them to debt not secured by this Mortgage; (b) Without notice to or the consent of the Mortgagor, the Mortgagee may (i) take any action it chooses against any Borrower, against any collateral for the Debt, or against any other person liable for the Debt; (ii) release any Borrower or any other person liable for the Debt, release any collateral for the Debt, and neglect to perfect any interest in any collateral; (iii) forbear or agree to forbear from exercising any rights or remedies, including any right of setoff, that it has against the Borrower, any other person liable for the Debt, or any other collateral for the Debt; (iv) Reserved; or (v) renew, extend, modify or amend any Debt, and deal with any Borrower or any other person liable for the Debt as it chooses; (c) None of the Mortgagor's obligations under this Mortgage are affected by (i) any act or omission of the Mortgagee; (ii) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of any Borrower; (iii) any receivership, insolvency, bankruptcy, reorganization or other similar proceedings affecting any Borrower or any of its assets; or (iv) any change in the composition or structure of any Borrower or any Mortgagor, including a merger or consolidation with any other entity; (d) The Mortgagee's rights under this section and this Mortgage are unconditional and absolute, even if all or any part of any agreement between the Borrower and the Mortgagor is unenforceable, voidable, void or illegal, and regardless of the existence of any defense, setoff or counterclaim that a Borrower may be able to assert against the Mortgagor; (e) It waives all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security, and any other claim (as that term is defined in the federal Bankruptcy Code, as amended from time to time) that it may have or acquire in the future against any Borrower, any other person liable for the Debt, or any collateral for the Debt, because of the existence of this Mortgage, the Borrower's performance under this Mortgage, or the Mortgagor's availing itself of any rights or remedies under this Mortgage; and (f) If any payment to the Mortgagor on any of the Debt is wholly or partially invalidated, set aside, declared fraudulent or required to be repaid to the Borrower or anyone representing the Borrower or the Borrower's creditors under any bankruptcy or insolvency act or code, under any state or federal law, or under common law or equitable principles, then this Mortgage shall remain in full force and effect or be reinstated, as the case may be, until payment in full to the Mortgagee of the repaid amounts, and of the Debt. If this Mortgage must be reinstated, the Mortgagor agrees to execute and deliver to the Mortgagee new mortgages, if necessary, in form and substance acceptable to the Mortgagee, covering the Premises.

20. REPRESENTATIONS BY MORTGAGOR: Mortgagor represents that: (a) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, conflict with any agreement by which it is bound, or require the consent or approval of any governmental authority or any third party and; (b) this Mortgage is a valid and binding agreement enforceable according to its terms.

21. ATTORNEYS' FEES; EXPENSES: If Mortgagee institutes any suit or action to

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enforce any of the terms of this Mortgage, Mortgagee shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that in Mortgagee's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law or court approval, Mortgagee's attorneys' fees and Mortgagee's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports and appraisal fees, and title insurance, to the extent permitted by applicable law. Mortgagor also will pay any court costs, in addition to all other sums provided by law.

22. NOTICES: Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number by Federal Express, Purolator Courier or like overnight courier service, with copy by telecopy, telex or other wire transmission with assurance of receipt in a manner typical with respect to communications of that type. Notice made in accordance with this paragraph shall be deemed delivered one (1) business day after deposit with overnight courier service. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where state law governs the manner and timing of notices in foreclosure or receivership proceedings.

23. MISCELLANEOUS: If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then that provision is void to the extent of the conflict or unenforceability, and severed from but does not invalidate any other provision of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor, waives any right or remedy of the Mortgagee, nor does the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor, and all rights and remedies of the Mortgagee are cumulative.

These promises and agreements bind and these rights benefit the parties and their respective successors, and assigns.

This Mortgage is governed by Illinois law except to the extent it is preempted by Federal law or regulations.

24. WAIVER OF HOMESTEAD RIGHT: The Mortgagor expressly waives all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. The Mortgagor expressly waives any and all rights in respect to marshalling of assets that secure the Debt or to require the Mortgagee to pursue its remedies against any other assets.

25. WAIVER OF RIGHT OF REDEMPTION: EXCEPT AS MAY OTHERWISE BE PROHIBITED OR IN THE EVENT THE PREMISES ARE AND CONTINUE TO QUALIFY AS RESIDENTIAL PROPERTY AS DEFINED BY THE LAWS OF ILLINOIS

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REGARDING FORECLOSURE OF MORTGAGES, THE MORTGAGOR WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

26. WAIVER OF JURY TRIAL: THE MORTGAGEE AND THE MORTGAGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM, MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS MORTGAGE OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS MORTGAGE, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE MORTGAGEE NOR THE MORTGAGOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE MORTGAGEE OR THE MORTGAGOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM. MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND MORTGAGOR AGREES TO ITS TERMS.

MORTGAGOR: DORA LLC

By: *Roger D'Orazio*
Roger D'Orazio, Manager

By: *Roger D'Orazio*
Roger D'Orazio, Individually

STATE OF ILLINOIS)

) ss.

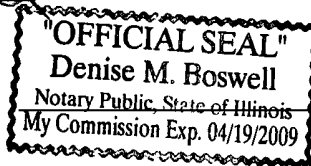
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Roger D'Orazio, 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 that as manager he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of July, 2007.
Denise M. Boswell

Notary Public

My Commission Expires:



[NOTARIAL SEAL]

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

LOT 1, 2 AND 3 IN BLOCK 13 IN ARLINGTON PARK, A SUBDIVISION OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ (EXCEPT THE NORTH 25 FEET THEREOF) IN SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOT 4 THROUGH 9, INCLUSIVE IN BLOCK 13 IN ARLINGTON PARK, A SUBDIVISION OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ (EXCEPT THE NORTH 25 FEET THEREOF) IN SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, IN COOK COUNTY, ILLINOIS.

Tax Parcel Identification Numbers: 03-30-112-018-0000; 03-30-112-019-0000

*P/A: 1430 West Northwest Highway
Arlington Heights, IL*