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Recording requested by, and
after recording return to:

GE Government Finance, Inc.
Suite 470
8400 Normandale Lake Boulevard
Minneapolis, MN 55437

Send tax notices:

Hadady Corporation
510 West 172nd Street
South Holland, IL 60473



Doc#: 0721333070 Fee: \$82.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/01/2007 09:37 AM Pg: 1 of 30

FOR RECORDER'S USE ONLY

This Mortgage prepared by: Mercedes Darrah, Esq.
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102-2186

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS MORTGAGE (herein "Mortgage"), made as of July 1, 2007, by the Mortgagor, **HADADY PROPERTIES, LLC**, an Illinois limited liability company, whose address is 510 West 172nd Street, South Holland, Illinois 60473 (herein "Borrower"), in favor of Mortgagee, **GE GOVERNMENT FINANCE, INC.**, a Delaware corporation, whose address is Suite 470, 8400 Normandale Lake Boulevard, Minneapolis, Minnesota 55437 (herein "Mortgagee"),

WITNESSETH:

THAT, WHEREAS, Borrower and Hadady Investment Company are justly indebted to Mortgagee in the principal sum of \$6,900,000, pursuant to a certain Loan Agreement of even date herewith, more particularly described below,

NOW, THEREFORE, in consideration of the indebtedness herein recited, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower irrevocably gives, grants, sells, conveys, warrants, assigns, sets over, and mortgages unto Mortgagee all of Borrower's right, title and interest, now owned or hereafter acquired,

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including any reversion or remainder interest, in the real property located in the City of Lynwood, County of Cook, State of Illinois, commonly known as 21825 E. Lincoln Highway and more particularly described on Exhibit A attached hereto and incorporated herein including all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, tenements, hereditaments, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property (collectively "Premises");

TOGETHER with all of Borrower's estate, right, title and interest, now owned or hereafter acquired, in, under and to:

(a) all buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the Premises (but not, except for the Equipment, the manufacturing operations conducted therein); including but without being limited to, all heating, air conditioning and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty covered by this Mortgage and not severable wholly or in part without material injury to the freehold of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as "Improvements"); and

(b) all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to (i) a taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

(c) return premiums or other payments upon any insurance any time provided with respect to the Premises, Improvements, and other collateral described herein for the benefit of or naming Mortgagee, and refunds or rebates of taxes or assessments on the Premises;

(d) all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, income, profits and other revenues and income therefrom and from the renting,

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leasing or bailment of Improvements and equipment ("Rents"), all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Borrower may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding;

(e) plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Borrower's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

(f) all contracts, deposits, deposit accounts, accounts, all rights, claims or causes of action pertaining to the use of the Premises or the Improvements (but not the manufacturing operations conducted thereby), including, without limitation, all supporting obligations and any and all proceeds thereof, management contracts, service or supply contracts, permits, licenses, franchises and certificates;

(g) all books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

(h) all additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein, including but not limited to lease and real-estate proceeds and other amounts relating to the use, disposition, or sale of the collateral described herein which proceeds or other amounts are characterized as general intangibles.

All of the foregoing described collateral is exclusive of any goods, equipment, inventory, furniture, furnishings or trade fixtures, except the Equipment, used in connection with the manufacturing operations conducted by tenants of the Premises. The Premises, the Improvements, the Leases and all of the rest of the foregoing property are herein referred to as the "Property."

TO HAVE AND TO HOLD the Property and all parts, rights, members and appurtenances thereof to the use, benefit and behoof of Mortgagee and its successors and assigns in fee simple forever.

TO SECURE TO Mortgagee (a) the repayment of the indebtedness evidenced by that certain Loan Agreement dated of even date herewith in the principal sum of Six Million Nine Hundred Thousand Dollars (\$6,900,000.00), with interest thereon as set forth therein, and having a scheduled maturity date of August 1, 2027, and all renewals, extensions and modifications thereof (herein "Loan Agreement"); (b) the repayment of any future advances, with interest thereon, made by Mortgagee to Borrower pursuant to Section 28 hereof (herein "Future Advances"); (c) the payment of all other sums, with interest thereon, advanced in accordance

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herewith to protect the security of this Mortgage or to fulfill any of Borrower's obligations hereunder or under the other Loan Documents (as defined below); (d) the performance of the covenants and agreements of Borrower contained herein or in the other Loan Documents; and (e) the repayment of all sums now or hereafter owing to Mortgagee by Borrower pursuant to any instrument which recites that it is secured hereby. The indebtedness and obligations described in clauses (a)-(e) above are collectively referred to herein as the "Indebtedness." Notwithstanding anything to the contrary herein contained, the aggregate amount which may be secured hereby is limited to and shall not exceed \$10,000,000.00. The Loan Agreement, this Mortgage, and all other documents evidencing, securing or guaranteeing the Indebtedness (except the Environmental Indemnity Agreement Regarding Hazardous Substances ("Indemnity")), as the same may be modified or amended from time to time, are referred to herein as the "Loan Documents." The terms of the Loan Agreement secured hereby may provide that the interest rate or payment terms or balance due may be indexed, adjusted, renewed, or renegotiated from time to time, and this Mortgage shall continue to secure the Loan Agreement notwithstanding any such indexing, adjustment, renewal or renegotiation.

PROVIDED, ALWAYS, that if Borrower shall pay unto Mortgagee the Indebtedness and if Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Loan Agreement and this Mortgage, then this Mortgage and all assignments contained herein and liens created hereby shall cease and be null and void; otherwise to remain in full force and effect.

Borrower represents and warrants that Borrower has good, marketable and insurable title to, and has the right to mortgage an indefeasible fee simple estate in, the Premises, Improvements, Rents, and Leases, and the right to convey the other Property, that the Property is unencumbered except as disclosed in writing to and approved by Mortgagee prior to the date hereof, and that Borrower will warrant and forever defend the title to the Property against all claims and demands, subject only to the exceptions set forth in Schedule 1 attached hereto ("Permitted Exceptions").

Borrower represents, warrants, covenants and agrees for the benefit of Mortgagee as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the Indebtedness, any prepayment and other charges provided in the Loan Documents and all other sums secured by this Mortgage.

2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES. Except as is hereinafter provided with respect to the impounding of such payments by Mortgagee following the occurrence of an Event of Default, Borrower shall pay or cause to be paid when due, prior to delinquency, all annual real estate taxes, insurance premiums, assessments, water and sewer rates, ground rents and other charges (herein "Impositions") payable with respect to the Property. Borrower may contest any such Imposition by appropriate proceedings in good faith, timely filed, provided that enforcement of the Imposition or resulting lien is stayed pending such contest. Mortgagee may require that Borrower post security for paying of such Imposition or

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lien. Upon the occurrence of an Event of Default (hereinafter defined), and at Mortgagee's sole option at any time thereafter, Borrower shall pay in addition to each monthly payment on the Loan Agreement, one-twelfth of the annual Impositions (as estimated by Mortgagee in its sole discretion), to be held by Mortgagee without interest to Borrower, for the payment of such Impositions (such payments being referred to herein as "Impounds").

Annually during the term of this Mortgage, Mortgagee shall compare the Impounds collected to the Impositions paid or to be paid. If the amount of such Impounds held by Mortgagee at such time shall exceed the amount deemed necessary by Mortgagee to provide for the payment of Impositions as they fall due, if no Event of Default shall have occurred and be continuing, such excess shall be at Borrower's option, either repaid to Borrower or credited to Borrower on the next monthly installment or installments of Impounds due. If at any time the amount of the Impounds held by Mortgagee shall be less than the amount reasonably deemed necessary by Mortgagee to pay Impositions as they fall due, Borrower shall pay to Mortgagee any amount necessary to make up the deficiency within thirty (30) days after notice from Mortgagee to Borrower requesting payment thereof. Upon the occurrence of an Event of Default hereunder, Mortgagee may apply, in any amount and in any order as Mortgagee shall determine in Mortgagee's sole discretion, any Impounds held by Mortgagee at the time of application (i) to pay Impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Mortgage. Upon payment in full of all sums secured by this Mortgage, Mortgagee shall refund to Borrower any Impounds then held by Mortgagee. If requested by Mortgagee, Borrower shall promptly furnish to Mortgagee all notices of Impositions which become due, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Mortgagee receipts evidencing such payments.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, each installment payment received by Mortgagee from Borrower under the Loan Agreement or this Mortgage shall be applied by Mortgagee in payment of interest payable on the Loan Agreement, then to principal of the Loan Agreement, and then to interest and principal on any Future Advances and to Impounds in such order as Mortgagee, at Mortgagee's sole discretion, shall determine. Upon the occurrence of an Event of Default, Mortgagee may apply, in any amount and in any order as Mortgagee shall determine in Mortgagee's sole discretion, any payments received by Mortgagee under the Loan Agreement or this Mortgage. Any partial payment received by Mortgagee shall, at Mortgagee's option, be held in a non-interest bearing account until Mortgagee receives funds sufficient to equal a complete installment payment.

4. CHARGES, LIENS. Borrower shall promptly discharge or bond off any lien which has, or may have, priority over or equality with, the lien of this Mortgage, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Mortgagee's prior written permission, Borrower shall not allow any lien inferior to this Mortgage to be perfected against the Property. If any lien inferior to this Mortgage is filed against the Property without Mortgagee's prior written permission and without the consent of Borrower, Borrower shall, within thirty (30) days after receiving notice of the filing of such lien, cause such lien to be released of record or bonded off and deliver evidence of such release or bonding to Mortgagee. Borrower may contest any such lien by appropriate

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proceedings in good faith, timely filed, provided that enforcement of the lien is stayed pending such contest. Mortgagee may require that Borrower post security for payment of such lien.

5. INSURANCE. Borrower shall obtain and maintain the insurance as required by the Loan Agreement.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Subject to Section 5 of the Loan Agreement, Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including all Improvements thereon, in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) if all or part of the Property is for rent or lease, then Mortgagee, at its option after the occurrence of an Event of Default, may require Borrower to provide for professional management of the Property by a property manager satisfactory to Mortgagee pursuant to a contract approved by Mortgagee in writing, unless such requirement shall be waived by Mortgagee in writing, and (g) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Mortgagee hereunder. Neither Borrower nor any tenant or other person, without the written approval of Mortgagee, shall remove, demolish or alter any Improvement now existing or hereafter erected on the Premises or any Property, except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

Borrower represents, warrants and covenants that the Property is and shall be in substantial compliance with the Americans with Disabilities Act of 1990 and all of the regulations promulgated thereunder, as the same may be amended from time to time.

7. USE OF PROPERTY. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower shall not, without Mortgagee's prior written consent, (i) initiate or acquiesce in a change in the zoning classification (including any variance under any existing zoning ordinance applicable to the Property), (ii) permit the use of the Property to become a non-conforming use under applicable zoning ordinances, (iii) file any subdivision or parcel map affecting the Property, or (iv) amend, modify or consent to any easement or covenants, conditions and restrictions pertaining to the Property.

8. PROTECTION OF MORTGAGEE'S SECURITY. If an Event of Default shall have occurred and be continuing, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Mortgagee therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a

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bankrupt or decedent, then Mortgagee at Mortgagee's option may make such appearances, disburse such sums and take such action as Mortgagee deems necessary, in its sole discretion, to protect Mortgagee's interest, including, but not limited to, (i) disbursement of attorneys' fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in Section 5 hereof.

Any amounts disbursed by Mortgagee pursuant to this Section 8, with interest thereon, shall become additional Indebtedness of Borrower secured by this Mortgage. Unless Borrower and Mortgagee agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the Default Rate (as defined in the Loan Agreement). Borrower hereby covenants and agrees that Mortgagee shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section 8 shall require Mortgagee to incur any expense or take any action thereunder.

9. INSPECTION. Mortgagee may make or cause to be made reasonable entries upon the Property to inspect the interior and exterior thereof. Except in case of emergency, such inspection shall be with reasonable prior notice, during normal business hours, subject to reasonable safety requirements and shall in any case be with due regard to rights of tenants.

10. [INTENTIONALLY OMITTED].

11. CONDEMNATION. If the Property, or any part thereof, shall be condemned for any reason, the provisions of the Loan Agreement shall apply.

12. BORROWER AND LIEN NOT RELEASED. From time to time, Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Mortgagee's part and notwithstanding the occurrence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness (including but not limited to any guarantor), accept an extension or modification or renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, enter into a loan modification agreement with Borrower, release from the lien of this Mortgage any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Loan Agreement or change the amount of the monthly installments payable thereunder. Any actions taken by Mortgagee pursuant to the terms of this Section 12 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the Indebtedness, and shall not affect the lien or priority of the lien hereof on the Property. Borrower shall pay Mortgagee a service charge (based on Mortgagee's then-current fee schedule for each matter), together with such title insurance premiums and attorneys' fees as may be incurred at Mortgagee's option, for any such action if taken at Borrower's request or for other servicing requests, including but not limited to name changes, prepayments of the Indebtedness, and loan pay off statement requests. Such

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service change is exclusive of any legal fees which may be incurred by Mortgagee in connection with Borrower's request.

13. FORBEARANCE BY MORTGAGEE NOT A WAIVER. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by Mortgagee of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Mortgagee's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the Indebtedness secured by this Mortgage, nor shall Mortgagee's receipt of any awards, proceeds or damages under Sections 5 and 11 hereof operate to cure or waive Borrower's default in payment of sums secured by this Mortgage.

14. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, as enacted in the State of Illinois, and Borrower hereby grants and conveys to Mortgagee a first and prior security interest in all of the Property that constitutes personal property ("Collateral", for purposes of this Section 14), whether now owned or hereafter acquired. Borrower agrees that Mortgagee may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Collateral. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagee may submit for filing any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Mortgagee may deem appropriate to perfect a security interest with respect to the foregoing items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all costs and expenses of any record searches for financing statements Mortgagee may require.

Upon the occurrence of an Event of Default, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code, and Mortgagee may also invoke the remedies provided in Section 26 of this Mortgage as to such items. In exercising any of said remedies Mortgagee may proceed against the items of real property and any items of Collateral specified above separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided in Section 26 of this Mortgage. Within ten (10) days following any request therefor by Mortgagee, Borrower shall prepare and deliver to Mortgagee a written inventory specifically listing all of the Collateral covered by the security interest herein granted, which inventory shall be certified by Borrower as being true, correct, and complete.

Addresses and Other Information for Fixture Filing. The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform

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Commercial Code for mortgages to be filed as financing statements and with other requirements of applicable law:

- | | | |
|-----|---|--|
| (a) | Name & Address of Borrower (Debtor): | Hadady Properties, LLC 510 West 172 nd Street South Holland, Illinois 60473 |
| | Type of Organization: | Illinois limited liability company |
| (b) | Name of Mortgagee (Secured Party): | GE Government Finance, Inc. |
| | Address of Mortgagee: | Suite 470 8400 Normandale Lake Boulevard Minneapolis, Minnesota 55437 |
| (c) | Record Owner of Real Estate Described on Exhibit A hereto: | BORROWER |
| (d) | Jurisdiction of Organization: | Illinois |
| (e) | Organizational ID No.: | 02276542 |

15. LEASES OF THE PROPERTY. Borrower shall comply with and observe Borrower's obligations as landlord under all Leases of the Property or any part thereof. All Leases now or hereafter entered into will be in form and substance subject to the approval of Mortgagee. Borrower shall pay all attorneys' fees incurred by Mortgagee in reviewing any Lease or proposed Lease. All Leases of the Property shall specifically provide that such Leases are subordinate to this Mortgage; that the tenant attorns to Mortgagee, such attornment to be effective upon Mortgagee's acquisition of title to the Property; that the tenant agrees to execute such further evidences of attornment as Mortgagee may from time to time request; that the attornment of the tenant shall not be terminated by foreclosure; and that Mortgagee may, at Mortgagee's option, accept or reject such attornments (except as to third-party credit tenants unrelated to Borrower, as to which Mortgagee shall grant a non-disturbance provision). Borrower shall not, without Mortgagee's written consent, request or consent to the subordination of any Lease of all or any part of the Property to any lien subordinate to this Mortgage. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (ii) immediately notify Mortgagee thereof in writing and of the amount of said set-offs, and (iii) within ten (10) days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such setoff and as shall assure that Rents thereafter due shall continue to be payable without set-off or deduction. Upon Mortgagee's receipt of notice of the occurrence of any default or violation by Borrower of any of its obligations under the Leases beyond applicable periods for notice and cure, Mortgagee shall have the immediate right, but not the duty or obligation, without prior written notice to Borrower or to any third party (but with due regard for rights of tenants under Leases), to enter upon the Property and to take

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such actions as Mortgagee may deem necessary to cure the default or violation by Borrower under the Leases. The costs incurred by Mortgagee in taking any such actions pursuant to this paragraph shall become part of the Indebtedness, shall bear interest at the rate provided in the Loan Agreement, and shall be payable by Borrower to Mortgagee on demand. Mortgagee shall have no liability to Borrower or to any third party for any actions taken by Mortgagee or not taken pursuant to this paragraph.

16. REMEDIES CUMULATIVE. Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

17. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; SUBORDINATE FINANCING PROHIBITED; ASSUMPTION.

Mortgagee may, at its option, declare all sums secured by this Mortgage to be immediately due and payable, and Mortgagee may invoke any remedies permitted by Section 26 of this Mortgage, if title to the Property is changed without the prior written consent of Mortgagee, which consent shall be at Mortgagee's sole discretion. Any transfer of any interest in the Property or in the income therefrom, by sale, lease (except for Leases to tenants in the ordinary course of managing income property which are approved by Mortgagee pursuant to Section 15 of this Mortgage), contract, mortgage, deed of trust, further encumbrance or otherwise (including any such transfers as security for additional financing of the Property), and, any change in the controlling ownership interests in Borrower in violation of the terms of the Loan Agreement, shall be considered a change of title, except transfers and changes in ownership by devise or descent. Leasehold deeds of trust and collateral assignments of any Lease of the Property given by tenants of the Property are prohibited without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Notwithstanding the foregoing, additional but subordinate deeds of trust may be granted to Mortgagee and, subject to the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion, may be granted to entities owned by or under common control with Mortgagee.

Mortgagee shall have the right to condition its consent to any proposed sale or transfer described in this Section 17 upon, among other things, Mortgagee's approval of the transferee's creditworthiness and management ability, and the transferee's execution, prior to the sale or transfer, of a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, the imposition of an assumption fee of one percent (1%) of the then outstanding balance of the Indebtedness.

Consent by Mortgagee to one transfer of the Property shall not constitute consent to subsequent transfers or waiver of the provisions of this Section 17. No transfer by Borrower shall relieve Borrower of liability for payment of the Indebtedness, unless Mortgagee shall otherwise agree in writing at the time of such transfer. Borrower shall pay any recording tax, recording cost, title insurance premium, attorneys' fees, or other third-party expenses incurred by Mortgagee in connection with any transfer, whether or not consent is required.

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The transfer to and assumption by an approved transferee of the Borrower's obligations under the Loan shall not constitute a "prepayment" of the Loan requiring payment of a "Prepayment Fee" (as defined in the Loan Agreement).

18. NOTICE. Except for any notice required under applicable law to be given in another manner, any and all notices, elections, demands, or requests permitted or required to be made under this Mortgage or under the Loan Agreement shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar nationally recognized delivery service requiring a receipt, to the other party at the address stated above, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) business days after the date of mailing by registered or certified mail, (iii) one (1) business day after the date of sending via overnight delivery by Express Mail, Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal by or on behalf of the addressee upon presentation for delivery of a properly addressed notice).

19. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, successors and assigns of Mortgagee and Borrower, subject to the provisions of Section 17 hereof. If Borrower is comprised of more than one person or entity, whether as individuals, partners, partnerships, limited liability companies, or corporations, each such person or entity shall be jointly and severally liable for Borrower's obligations hereunder. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents or independent contractors as authorized by Mortgagee. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

20. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Loan Agreement or any other obligation secured by this Mortgage.

21. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the Indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Mortgage and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

22. [INTENTIONALLY OMITTED]

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23. ADVANCES, COSTS AND EXPENSES. Borrower shall pay within ten (10) business days after written demand from Mortgagee all sums advanced by Mortgagee and all costs and expenses incurred by Mortgagee in taking any actions pursuant to the Loan Documents including attorneys' fees and disbursements, accountants' fees, appraisal and inspection fees and the costs for title reports and guaranties, together with interest thereon at the rate applicable under the Loan Agreement after an Event of Default from the date such costs were advanced or incurred. All such costs and expenses incurred by Mortgagee, and advances made, shall constitute advances under this Mortgage to protect the Property and shall be secured by and have the same priority as the lien of this Mortgage. If Borrower fails to pay any such advances, costs and expenses and interest thereon, Mortgagee may apply any undisbursed loan proceeds to pay the same, and, without foreclosing the lien of this Mortgage, may at its option commence an independent action against Borrower for the recovery of the costs, expenses and/or advances, with interest, together with costs of suit, costs of title reports and guaranty of title, disbursements of counsel and reasonable attorneys' fees incurred therein or in any appeal therefrom. If any check delivered by or on behalf of Borrower in payment of any monthly installment due on the Indebtedness or any other payment due hereunder shall be returned on account of insufficient funds, or if Mortgagee is unable to debit Borrower's account for such payment in accordance with previously agreed automated funds withdrawal mechanism, Borrower shall pay a service charge in accordance with Mortgagee's current fee schedule.

24. ASSIGNMENT OF LEASES AND RENTS. Borrower, for good and valuable consideration, the receipt of which is hereby acknowledged, to secure the Indebtedness, does hereby absolutely and unconditionally grant, bargain, sell, transfer, assign, convey, set over and deliver unto Mortgagee all right, title and interest of Borrower in, to and under the Leases of the Property, whether now in existence or hereafter entered into, and all guaranties, amendments, extensions and renewals of said Leases and any of them, and all Rents which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Property.

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

(a) The sole ownership of the entire lessor's interest in the Leases is vested in Borrower, and Borrower has not, and shall not, perform any acts or execute any other mortgages which might prevent Mortgagee from fully exercising its rights with respect to the Leases under any of the terms, covenants and conditions of this Mortgage.

(b) The Leases are and shall be valid and enforceable in accordance with their terms and have not been and shall not be altered, modified, amended, terminated, canceled, renewed or surrendered except as approved in writing by Mortgagee, which approval shall not be unreasonably withheld, subject to Mortgagee's then-current underwriting criteria for similar properties and transactions. The terms and conditions of the Leases have not been and shall not be waived in any manner whatsoever except as approved in writing by Mortgagee, which approval shall not be unreasonably withheld or delayed, subject to Mortgagee's then-current underwriting criteria for similar properties and transactions.

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- (c) Borrower shall not decrease the term or the amount of rent payable under any Lease without prior written notice to Mortgagee and Mortgagee's consent.
- (d) There are no defaults now existing under any of the Leases.
- (e) Borrower shall give prompt written notice to Mortgagee of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of Borrower, together with a complete copy of any such notice.
- (f) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.
- (g) Borrower will not permit any Lease to become subordinate to any lien other than the lien of this Mortgage.
- (h) Borrower shall not permit the assignment of the lessee's interest under any Lease without Mortgagee's prior written consent which consent shall not be unreasonably withheld, subject to Mortgagee's then-current underwriting criteria for similar properties and transactions.

The assignment made hereunder is an absolute, present assignment from Borrower to Mortgagee, effective immediately, and is not merely an assignment for security purposes but is irrevocable by Borrower so long as the Indebtedness remains outstanding. Notwithstanding the foregoing, until a notice is sent to the Borrower in writing that an Event of Default (as defined below) has occurred under the terms and conditions of the Loan Agreement or any instrument constituting security for the Loan Agreement (which notice is hereafter called a "Notice"), Borrower is granted a license to receive, collect and enjoy the Rents accruing from the Property.

If an Event of Default shall occur, Mortgagee may, at its option, after service of a Notice, receive and collect all such Rents as they become due, from the Property. Mortgagee shall thereafter continue to receive and collect all such Rents, until Mortgagee shall otherwise agree in writing. All sums received by Borrower after service of such Notice shall be deemed received in trust and shall be immediately turned over to Mortgagee.

Borrower hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Borrower, from and after service of Notice, to demand, collect, receive and give complete acquittances for any and all Rents accruing from the Property, either in its own name or in the name of Borrower or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the Rents and to demand, collect, receive, endorse, and deposit all checks, drafts, money orders or notes given in payment of such Rents. Such appointment is coupled with an interest and is irrevocable. Mortgagee shall not be liable for or prejudiced by any loss of any note, checks, drafts, etc., unless such loss shall have been found by a court of competent jurisdiction to have been due to the gross negligence or willful misconduct of Mortgagee.

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Mortgagee shall apply the Rents received from Borrower's lessees, to accrued interest and principal under the Loan Agreement. If no Event of Default remains uncured, amounts received in excess of the aggregate monthly payment due under the Loan Agreement shall be remitted to Borrower in a timely manner. Nothing contained herein shall be construed to constitute Mortgagee as a Mortgagee-in-possession in absence of its physically taking possession of the Property.

Borrower also hereby irrevocably appoints Mortgagee from and after service of a Notice as its true and lawful attorney-in-fact to appear in any state or federal bankruptcy, insolvency, or reorganization proceeding in any state or federal court involving any of the tenants of the Leases. Lessees of the Property are hereby expressly authorized and directed, from and after service of a Notice to pay any and all amounts due Borrower pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

If an Event of Default shall occur, Mortgagee is hereby vested with full power from and after service of a Notice to use all measures, legal and equitable, deemed by it necessary or proper to enforce the assignment granted hereunder and to collect the Rents assigned hereunder, including the right of Mortgagee or its designee, to enter upon the Property, or any part thereof, and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Borrower relating thereto, and may exclude the Borrower, its agents and servants, wholly therefrom. Borrower hereby grants full power and authority to Mortgagee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, with full power to use and apply all of the Rents and other income herein assigned to the payment of the costs of managing and operating the Property and of any indebtedness or liability of Borrower to Mortgagee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the Improvements on the Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of the assignment granted hereunder, and of principal and interest payments due from Borrower to Mortgagee on the Loan Agreement and this Mortgage, all in such order as Mortgagee may determine. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Borrower in the Leases. It is further understood that the assignment granted hereunder shall not operate to place responsibility for the control, care, management or repair of the Property, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger, unless the same shall have been found by a court of competent jurisdiction to have been due to the gross negligence or willful misconduct of Mortgagee.

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25. DEFAULT. The following shall each constitute an event of default (“Event of Default”):

- (a) The occurrence of an “Event of Default” under the Loan Agreement.
- (b) Failure of Borrower within the time required by this Mortgage to make any payment for taxes, insurance or for reserves for such payments, or any other payment necessary to prevent filing of or discharge of any lien, and such failure shall continue for a period of ten (10) days after written notice is given to Borrower by Mortgagee specifying such failure.
- (c) Failure by Borrower or any guarantor of the Loan to observe or perform its obligations to Mortgagee on or with respect to any transactions, debts, undertakings or agreements other than the transaction evidenced by the Loan Agreement, following the giving of any notice required thereunder and/or the expiration of any applicable period of grace provided thereby.
- (d) Failure of Borrower to make any payment or perform any obligation under any superior liens or encumbrances on the Property, within the time required thereunder, or commencement of any suit or other action to foreclose any superior liens or encumbrances; provided, however, Borrower may bond off any lien which has, or may have, priority over or equality with, the lien of this Mortgage.
- (e) Failure by Borrower to observe or perform any of its obligations under any of the Leases, following the giving of any notice required thereunder and/or the expiration of any applicable period of grace provided thereby.
- (f) The Property is transferred or any agreement to transfer any part or interest in the Property in any manner whatsoever is made or entered into without the prior written consent of Mortgagee, except as specifically allowed under this Mortgage, including without limitation creating or allowing any subordinate liens on the Property or leasing any portion of the Property.
- (g) [intentionally omitted]
- (h) [intentionally omitted]
- (i) [intentionally omitted]
- (j) [intentionally omitted]
- (k) [intentionally omitted]
- (l) Failure of Borrower to observe or perform any other covenant or condition contained herein and such default shall continue for thirty (30) days after notice is given

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to Borrower specifying the nature of the failure, or if the default cannot be cured within such applicable cure period, Borrower fails within such time to commence and pursue curative action with reasonable diligence or fails at any time after expiration of such applicable cure period to continue with reasonable diligence all necessary curative actions; provided, however, that no notice of default and no opportunity to cure shall be required with respect to defaults under Section 17 hereof or if during the prior twelve (12) months Mortgagee has already sent more than one (1) notice to Borrower concerning default in performance of the same obligation.

(m) [intentionally omitted]

(n) Borrower's abandonment of the Property, or the termination before the end of the stated term of that certain Real Estate Lease between Borrower and Hadady Corporation dated as of July 1, 2007.

(o) [intentionally omitted]

26. RIGHTS AND REMEDIES ON DEFAULT.

26.1 Remedies. Upon the occurrence of any Event of Default and at any time thereafter, Mortgagee may exercise any one or more of the following rights and remedies:

(a) Mortgagee may declare all sums secured by this Mortgage immediately due and payable, including any Prepayment Fee which Borrower would be required to pay.

(b) Mortgagee shall have the right to foreclose this Mortgage in accordance with applicable law.

(c) In the event of any foreclosure, to the extent permitted by applicable law, Mortgagee will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Mortgage exceeds the net sale proceeds payable to Mortgagee.

(d) With respect to all or any part of the Property that constitutes personal property, Mortgagee shall have all rights and remedies of secured party under the Uniform Commercial Code.

(e) Mortgagee shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect all the Rents from the Property and apply the proceeds, over and above cost of the receivership, against the sums due under this Mortgage, and to exercise all of the rights with respect to the Property described in Section 24 above. The receiver may serve without bond if permitted by law. To the extent permitted by law, Mortgagee's right to the appointment

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of a receiver shall exist whether or not apparent value of the Property exceeds the sums due under this Mortgage by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.

(f) In the event Borrower remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Borrower, Borrower shall become a tenant at will of Mortgagee or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Borrower's possession.

(g) Mortgagee shall have any other right or remedy provided in this Mortgage, the Loan Agreement, or any other Loan Document or instrument delivered by Borrower in connection therewith, or available at law, in equity or otherwise.

(h) Mortgagee shall have all the rights and remedies set forth in Sections 23 and 24.

26.2 Sale of the Property. In exercising its rights and remedies, Mortgagee may, at Mortgagee's sole discretion, cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Mortgagee may bid at any public sale on all or any portion of the Property.

26.3 Notice of Sale. Mortgagee shall give Borrower reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of the personal property is to be made. Reasonable notice shall mean notice given in accordance with applicable law, including notices given in the manner and at the times required for notices in a nonjudicial foreclosure.

26.4 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Mortgagee under this Mortgage are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Borrower shall not affect Mortgagee's right to declare a default and exercise its remedies under this Mortgage.

27. SATISFACTION OF MORTGAGE. Upon payment of all sums secured by this Mortgage, Mortgagee shall execute a satisfaction (or at Borrower's option, an assignment) of this Mortgage and shall surrender this Mortgage and all notes evidencing Indebtedness secured by this Mortgage to the person or persons legally entitled thereto. Such person or persons shall pay Mortgagee's costs incurred in connection with satisfaction or assignment of this Mortgage. Mortgagee will change a service fee in accordance with its then-current schedule or servicing fees if an assignment is requested.

28. FUTURE ADVANCES. Upon request of Borrower, Mortgagee, at Mortgagee's option so long as this Mortgage secures Indebtedness held by Mortgagee, may make Future

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Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

29. USE OF PROPERTY. The Property is not currently used for agricultural, farming, timber or grazing purposes. Borrower warrants that this Mortgage is and will at all times constitute a commercial mortgage, as defined under appropriate state law.

30. IMPOSITION OF TAX BY STATE.

30.1. State Taxes Covered. The following constitute state taxes to which this Section applies:

(a) A specific tax upon mortgages or upon all or any part of the indebtedness secured by a mortgage.

(b) A specific tax on a mortgagor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a mortgage.

(c) A tax on a mortgage chargeable against the Mortgagee or the holder of the note secured.

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a mortgagor.

30.2. Remedies. If any state tax to which this Section applies is enacted subsequent to the date of this Mortgage, this shall have the same effect as an Event of Default, and Mortgagee may exercise any or all of the remedies available to it unless the following conditions are met:

(a) Borrower may lawfully pay the tax or charge imposed by state tax, and

(b) Borrower pays the tax or charge within thirty (30) days after notice from Mortgagee that the tax has been levied.

31. ATTORNEYS' FEES. In the event suit or action is instituted to enforce or interpret any of the terms of this Mortgage (including without limitation efforts to modify or vacate any automatic stay or injunction), the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal whether or not taxable as costs, or in any bankruptcy proceeding including, without limitation, attorneys' fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses. Whether or not any court action is involved, all reasonable expenses, including but not limited to the costs of searching records, obtaining title reports, surveyor reports, and title insurance, incurred by Mortgagee that are necessary at any time in Mortgagee's opinion for the protection of its interest or 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 interest rate as provided in the Loan Agreement. The term "attorneys' fees" as used in the Loan Documents shall be deemed to mean such fees as are reasonable and are actually incurred.

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32. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the law of the State of Illinois applicable to contracts made and to be performed therein (excluding choice-of-law principles). In the event that any provision or clause of this Mortgage or the Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Loan Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Loan Agreement are declared to be severable.

33. TIME OF ESSENCE. Time is of the essence of this Mortgage.

34. CHANGES IN WRITING. This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Borrower or Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

35. NO OFFSET. Borrower's obligation to make payments and perform all obligations, covenants and warranties under this Mortgage and under the Loan Agreement shall be absolute and unconditional and shall not be affected by any circumstance, including without limitation any setoff, counterclaim, abatement, suspension, recoupment, deduction, defense or other right that Borrower or any guarantor may have or claim against Mortgagee or any entity participating in making the loan secured hereby. The foregoing provisions of this Section, however, do not constitute a waiver of any claim or demand which Borrower or any guarantor may have in damages or otherwise against Mortgagee or any other person, or preclude Borrower from maintaining a separate action thereon; provided, however, that Borrower waives any right it may have at law or in equity to consolidate such separate action with any action or proceeding brought by Mortgagee.

36. WAIVER OF JURY TRIAL. BORROWER AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVE ANY AND ALL RIGHTS THAT EACH PARTY TO THIS MORTGAGE MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR THE STATE OF ILLINOIS, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS MORTGAGE, THE LOAN DOCUMENTS OR ANY TRANSACTIONS CONTEMPLATED THEREBY OR RELATED THERETO. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS IN ANY SUCH ACTION OR PROCEEDING.

BORROWER UNDERSTANDS THAT THIS WAIVER IS A WAIVER OF A CONSTITUTIONAL SAFEGUARD, AND EACH PARTY INDIVIDUALLY BELIEVES THAT THERE ARE SUFFICIENT ALTERNATE PROCEDURAL AND SUBSTANTIVE SAFEGUARDS, INCLUDING, A TRIAL BY AN IMPARTIAL JUDGE, THAT ADEQUATELY OFFSET THE WAIVER CONTAINED HEREIN.

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37. MAXIMUM INTEREST CHARGES. Notwithstanding anything contained herein or in any of the Loan Documents to the contrary, in no event shall Mortgagee be entitled to receive interest on the loan secured by this Mortgage (the "Loan") in amounts which, when added to all of the other interest charged, paid to or received by Mortgagee on the Loan, causes the rate of interest on the Loan to exceed the highest lawful rate. Borrower and Mortgagee intend to comply with the applicable law governing the highest lawful rate and the maximum amount of interest payable on or in connection with the Loan. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the Loan Documents, or contracted for, charged, taken, reserved or received with respect to the Loan, or if acceleration of the final maturity date of the Loan or if any prepayment by Borrower results in Borrower having paid or demand having been made on Borrower to pay, any interest in excess of the amount permitted by applicable law, then all excess amounts theretofore collected by Mortgagee shall be credited on the principal balance of the Loan Agreement (or, if the Loan Agreement has been or would thereby be paid in full, such excess amounts shall be refunded to Borrower), and the provisions of the Loan Agreement, this Mortgage and any demand on Borrower shall immediately be deemed reformed and the amounts thereafter collectible thereunder and hereunder shall be reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for thereunder and hereunder. The right to accelerate the final maturity date of the Loan does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Mortgagee does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Mortgagee for the use, forbearance or detention of the Loan shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread through the full term of the Loan until payment in full so that the rate or amount of interest on account of the Loan does not exceed the applicable usury ceiling. By execution of this Mortgage, Borrower acknowledges that it believes the Loan to be nonusurious and agrees that if, at any time, Borrower should have reason to believe that the Loan is in fact usurious, it will give Mortgagee written notice of its belief and the reasons why Borrower believes the Loan to be usurious, and Borrower agrees that Mortgagee shall have ninety (90) days following its receipt of such written notice in which to make appropriate refund or other adjustment in order to correct such condition if it in fact exists.

38. SPECIAL PROVISIONS MODIFYING OR AFFECTING THIS MORTGAGE BY REASON OF THE STATE IN WHICH THE PREMISES IS LOCATED. By virtue of the fact that the Premises is located in the State of Illinois, the provisions set forth below shall be applicable to this Mortgage, and to the extent applicable, shall modify, affect and supplement the other provisions hereof.

38.1. Benefits of Act. Borrower and Mortgagee shall have the benefit of all of the provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101) (the "Act"), including all amendments thereto which may become effective from time to time after the date hereof. If any provision of the Act which is specifically referred to herein is repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable

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any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Borrower which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

38.2. Protective Advances. All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

(a) all advances by Mortgagee in accordance with the terms of the Mortgage to: (i) preserve or maintain, repair, restore or rebuild the improvements upon the Premises; (ii) preserve the lien of the Mortgage or the priority thereof; or (iii) enforce the Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

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

(c) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(d) reasonable attorneys' fees and other costs incurred: (i) in connection with the foreclosure of the Mortgage as referred to in Sections 1504(d)(2) and 5/15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of the Mortgage or arising from the interest of the Mortgagee hereunder; or (iii) in the preparation for the commencement or defense of any such foreclosure or other action related to the Mortgage or the Mortgage Property;

(e) Mortgagee's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(l) of Section 5/15-1508 of the Act;

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

(g) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the Premises or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof which are required to be paid; (ii) if Borrower's interest in the Premises is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Mortgagee takes possession of the Premises imposed by Subsection (c)(l) of Section 5/15-1704 of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments required or deemed by Mortgagee to be for the benefit of the Premises or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or mortgages creating covenants or restrictions for the benefit of or affecting the Premises; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Premises is a member in any way affecting the Premises; (vii) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; and (viii) pursuant to any lease or other agreement for occupancy of the Premises for amounts required to be paid by Borrower.

All Protective Advances shall be so much additional indebtedness secured by the Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate due and payable after a default under the terms of the Restated Loan Agreement.

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

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

(a) determination of the amount of indebtedness secured by the Mortgage at any time;

(b) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

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(c) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

(d) application of income in the hands of any receiver or Mortgagee in possession; and

(e) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1511 of the Act.

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

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

38.5. Business Loan Recital; Statutory Exemptions.

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

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

(c) Borrower acknowledges and agrees that the Property does not fall within the categories of real property covered by the Illinois Responsible Property Transfer Act, 765 ILCS 90/3 et seq., as amended.

38.6. Mortgagee's Lien for Service Charge and Expenses; Maximum Mortgage Obligations Secured. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to the Indebtedness disbursed from time to time) the payment of any Protective Advances and all other expenses and advances due to or incurred by Mortgagee in connection with the Indebtedness and which are to be reimbursed by Borrower under the terms of this Mortgage, the Loan Agreement or the other Loan Documents; provided,

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however, that in no event shall the total amount of the Indebtedness plus such additional amounts exceed 200% of the original principal amount of the Loan Agreement.

38.7. Future Advances, Construction Advances and Revolving Credit Advances.

This Mortgage also secures all future advances, construction advances, revolving credit advances and letters of credit made within twenty (20) years from the date hereof made or to be made under the notes, which future advances, construction advances, revolving credit advances and letters of credit shall have the same priority as if all such future advances, construction advances, revolving credit advances and letters of credit were made or issued on the date of execution hereof. Nothing in this Section or in any other provision of this Mortgage shall be deemed either (i) an obligation on the part of Mortgagee to make any future advances, revolving credit advances or to issue any letters of credit other than in accordance with the terms and provisions of the Loan Documents or (ii) an agreement on the part of Mortgagee or any lender to increase the amount of the Loan or the aggregate principal amount of the Loan Agreement, taken together, to any amount in excess of that set forth in the Loan Documents.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
EXECUTION PAGE FOLLOWS]

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IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed under seal by its duly authorized Manager as of the day and year first written above.

BORROWER:

HADADY PROPERTIES, LLC,
an Illinois limited liability company

By: HADADY CORPORATION,
a Delaware corporation

By: Jane C. Sullivan
Jane C. Sullivan, President

Attest: [Signature]
Title: [Signature]

[Seal]

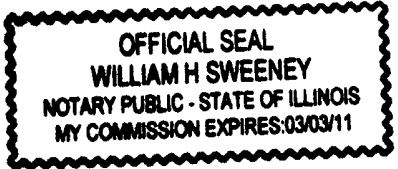


STATE OF ILLINOIS)
COUNTY OF COOK) ss.

This Mortgage was acknowledged before me on July 23, 2007 by Jane C. Sullivan, as President of Hadady Corporation, the Manager of Hadady Properties, LLC.

William H. Sweeney
Notary Public

[EXECUTION/ACKNOWLEDGEMENT PAGE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING]



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EXHIBIT A

Tax Parcel No.:

Legal Description:

A PARCEL OF LAND IN FRACTIONAL NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 100 FOOT WIDE JOLIET AND NORTHERN INDIANA RAILROAD (FORMERLY THE MICHIGAN CENTRAL RAILROAD) AND THE INDIANA-ILLINOIS STATELINE MARKED BY AN IRON PIPE AND A 4 FOOT TALL CONCRETE MILE POST; THENCE SOUTH AT A RIGHT ANGLE A DISTANCE OF 336.90 FEET TO THE NORTH 100 FOOT WIDE RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY AND MARKED BY A RAILROAD SPIKE; THENCE WEST ALONG SAID NORTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY FOR A DISTANCE OF 203.23 FEET TO A POINT OF CURVE MARKED BY AN IRON PIPE; THENCE WESTERLY ON A CURVED LINE, CONCAVE TO THE NORTH ON A RADIUS OF 5685.65 FEET FOR A DISTANCE OF 618.33 FEET TO THE POINT OF TANGENT MARKED BY AN IRON PIPE; THENCE CONTINUING WEST ON SAID NORTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY FOR A DISTANCE OF 137.92 FEET TO THE EASTERLY RIGHT OF WAY OF U.S. 30 MARKED BY AN IRON PIPE; THENCE NORTH AT A RIGHT ANGLE 27.04 FEET; THENCE EAST AT A RIGHT ANGLE 5.0 FEET; THENCE NORTH ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. 30 FOR A DISTANCE OF 261.32 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE JOLIET AND NORTHERN INDIANA RAILROAD MARKED BY AN IRON PIPE; THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF THE JOLIET AND NORTHERN INDIANA RAILROAD FOR A DISTANCE OF 939.96 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.0 ACRES.

TOGETHER WITH AN EASEMENT FOR INGRESS/EGRESS DESCRIBED TO WIT:

A PARCEL OF LAND IN THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE E.J. & E. RAILWAY AND THE INDIANA/ILLINOIS STATE LINE (ALSO BEING THE WEST LINE OF SAID SECTION 12); THENCE NORTH ON SAID INDIANA/ILLINOIS STATE LINE 30.0 FEET; THENCE EAST ON A LINE PARALLEL TO AND 30.0 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SAID E.J. & E. RAILWAY, 336.89 FEET TO A POINT ON THE WEST LINE OF LOT 11, BLOCK 9, OF THE ORIGINAL TOWN OF DYER, A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10; THENCE CONTINUING

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EAST ON A LINE PARALLEL TO AND 30.0 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SAID E.J. & E. RAILWAY, 104.0 FEET TO A POINT ON THE EAST LINE OF SAID LOT 11, BLOCK 9, OF THE ORIGINAL TOWN OF DYER (ALSO BEING THE WEST RIGHT-OF-WAY LINE OF LAKE STREET); THENCE SOUTH ALONG THE EAST LINE OF LOTS 11 AND 12, BLOCK 9, OF THE ORIGINAL TOWN OF DYER, 30.0 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF SAID E.J. & E. RAILWAY; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID E.J. & E. RAILWAY, 104.0 FEET TO A POINT ON THE WEST LINE OF LOT 12, BLOCK 9, OF THE ORIGINAL TOWN OF DYER; THENCE CONTINUING WEST ON SAID NORTH RIGHT-OF-WAY LINE OF THE E.J. & E. RAILWAY, 336.89 FEET TO THE POINT OF BEGINNING.

33-29-200-011, -012

21825 E. LINCOLN HWY

LYNWOOD, ILL

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SCHEDULE 1

Permitted Exceptions:

The following exceptions affect Parcel 1 only:

1. Taxes for the years 2006 and 2007, none now due and payable.
2. Easement granted by Frank H. Keilman and Leonard J. Keilman to Elgin, Joliet and Eastern Railway Company., a corporation of Illinois, and Indiana, for access over and across the following described portion of the land being a strip of land 30 feet in width described as follows: Beginning at the intersection of the northerly line of right of way of Elgin Joliet and Eastern Railway Company with east line of Lincoln Highway (US Route 30) thence easterly along said right of way 380 feet to the point; thence northerly at right angles to tangent to curve on said right of way line (which is on a curve convex to the southwest) 30 feet to a point; thence west along a line drawn parallel to and 30 feet northerly from said right of way line to a point on east line of said Lincoln Highway (US Route 30) thence southerly along east line of said Lincoln Highway to the point of beginning.
3. Notice recorded October 25, 2005 as Document 0529816060 for Order and Judgment (for further particulars, see record.)
4. Notice of Requirements for Storm Water Detention by Metropolitan Water Reclamation District of Greater Chicago recorded December 22, 2006 as Document 0635609090

The following exceptions affect Parcel 2 only:

1. Taxes for the year 2007 due and payable in 2008 are a lien not yet due and payable.
2. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
3. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes.
4. Railroad right of ways, switches and spur tracks, if any, and all rights therein.
5. Easement for Pipe Line Grant in favor of Lakehead Pipeline Company, Inc. dated November 30, 1973 and recorded December 12, 1973 as Document No. 232475.
6. Said easement assigned to Lakehead Pipeline Company, limited partnership, a Delaware limited partnership by assignment recorded December 19, 1991 as document No. 910642623.
7. Terms and provisions of a Notice and Order and Judgment Affecting Interest in Real Estate dated September 5, 2001, in Civil Action No. IP00-1232-CB/S, Frederick A. Uhl, Tmothy Elzinga, etal, Plaintiffs, vs. Thoroughbred Technology and Telecommunications, Inc., Defendant, entered in the District Court for the Southern District of Indiana, Indianapolis Division, on September 5, 2001, a copy

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of which was recorded January 4, 2006 as Document No. 2006 000450. Deed of Assignment of Cable Side Settlement Corridor Easements by Class Corridor, LLC, a Delaware limited liability company, to Thoroughbred Technology and Telecommunications, Inc., a Virginia corporation, dated February 22, 2006 and recorded May 15, 2006 as Document No. 2006 040897.

8. (A) Terms, provisions, and conditions relating to the easement described as Parcel 2 contained in the instrument creating said easement.
(B) Rights of the adjoining owner or owners to the concurrent use of said easement.
9. Terms, provisions and conditions relating to the easement described as Parcel 2, contained in the instrument creating said easement.
10. May installment of taxes for the year 2005, due and payable in 2006, in the amount of \$17,886.15 is Paid.
Township No.: 009
Taxing Unit No.: 12
Key No.: 14-7-28
Note: The assessed valuation, as of the date of this Commitment, shown by Lake County Data Processing is as follows:
Valuation: \$1,674,200.00; Non-residential land \$64,700.00; Non-residential improvements: \$1,609,500.00
Exempt: None
(Pt. W2. N2. Sw. Adj. W. Line of Lots 9, 10, & 11 BL. 9 Orig. Town of Dyer. S. 12 T. 35 R. 10 1.21 AC)
11. November installment of taxes for the year 2005, due and payable in 2006, in the amount of \$17,886.15 is paid.
Township No.: 009
Taxing Unit: 12
Key No.: 14-7-28
(Pt. W2. N2. SW. Adj. W. Line of Lots 9, 10, & 11 BL. 9 Orig. Town of Dyer. S. 12 T 35 R. 10 1.21 AC)
12. May installment of taxes for the year 2005, due and payable in 2006, in the amount of \$316.23 is paid.
Township No.: 009
Taxing Unit No.: 12
Key No.: 14-43-9
Note: The assessed valuation, as of the date of this commitment, shown by Lake County Data Processing is as follows:
Valuation: \$26,900.00; Non-residential Land \$26,300.00; Non-residential improvements \$3,300.00
Exemption: None
(Dyer S. 50ft. Lot 9 All Lots 10 & 11 & N. 10ft. Lot 12 Bl. 9)
13. November Installment of taxes for the year 2005, due and payable in 2006, in the amount of \$316.33 is paid.
Township No.: 009
Taxing Unit: 12
Key No.: 14-43-9

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- (Dyer S. 50ft. Lot 9 All Lots 10 & 11 & N. 10ft. Lot 12 Bl.9)
14. May Installment of taxes for the year 2005, due and payable in 2006, in the amount of \$726.48 is paid.
 Township No.: 009
 Taxing Unit No.: 12
 Key No.: 14-43-6, 7, and 8
 Note: The assessed valuation, as of the date of this commitment, shown by Lake County Data Processing is as follows:
 Valuation: \$68,000.00; Non-residential land: \$65,000.00; Non-residential improvements \$3,000.00
 Exemption: None
 (Dyer L.6, 7, 8, and N3.25ft L.9 Bl.9)
15. November Installment of taxes for the year 2005, due and payable in 2006, in the amount of \$726.48 is paid.
 Township No.: 009
 Taxing Unit: 12
 Key No.: 14-43-6, 7, and 8
 (Dyer L.6, 7, 8, and N3.25 ft L.9 Bl.9)
16. May Installment of taxes for the year 2005, due and payable in 2006, in the amount of \$938.00 is paid.
 Township No.: 009
 Taxing Unit No.: 12
 Key No.: 14-7-26
 Note: The assessed valuation, as of the date of this commitment, shown by Lake County Data Processing is as follows:
 Valuation: \$87,800.00
 Exemption: None
 (Pt. SW. Lyg. W. of Lake St. N. Of E.J. & E.R.R.S. of M.C.R.R.S. 12T.35 R.101.41 AC)
17. November Installment of Taxes for the year 2005, due and payable in 2006, in the amount of \$938.00 is paid.
 Township No.: 009
 Taxing Unit: 12
 Key No.: 14-7-26
 (Pt. SW. Lyg. W. of Lake St. N of E.J. & E.R.R.S. of M.C.R.R. S. 12 T.35 R.10 1.41 AC)
18. Taxes for the year 2006 due and payable in 2007 are not yet billed.