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Cook County Recorder of Deeds
Date: 08/02/2007 11:24 AM Pg: 1 of 37

Arnstein & Lehr LLP
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attention: Konstantinos Armiros
File No. 32993.0001

JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("**Mortgage**"), made and effective as of July ____, 2007 by CHICAGO TITLE LAND TRUST, not personally but solely as successor trustee to Commercial National Bank of Berwyn under the Trust Agreement dated February 13, 1996 and known as Trust Number 960121 (the "Trustee") and KONSTANTINOS D. ANTONIOU ("Antoniou") (the Trustee and Antoniou are collectively referred to herein as the "**Mortgagor**") to 201 LOAN LLC, an Illinois limited liability company ("**Mortgagee**") with reference to the following facts:

A. Concurrently with the execution and delivery hereof, Antoniou has made and delivered to the Mortgagee a promissory note ("**Note**") of even date herewith, in the original principal amount of Six Million Five Hundred Thousand Dollars and NO/100 Dollars (\$6,500,000.00); and

B. Trustee has agreed to deliver this Mortgage as collateral security for the Note, and the Mortgagor and the Mortgagee desire and intend that the Mortgagor's covenants and obligations, whether contained in the Note, this Mortgage, or any other document or agreement given as security for, or in connection with the Note (collectively, "**Loan Documents**") be secured by, along with other things, this Mortgage.

NOW, THEREFORE, to secure the payment of the principal and interest and other sums due pursuant to the Note, and the payment of any and all other indebtedness of the Mortgagor to the Mortgagee, of whatever nature, whether direct or indirect, contingent or fixed, joint or several, whether incurred heretofore, herewith, or hereafter, and to secure the performance and observance by the Mortgagor of each and every term, covenant, agreement, and condition contained herein, in the Note, the other Loan Documents, and in all other agreements between the Mortgagor and the Mortgagee, whether now or at any time hereafter existing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the

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Mortgagor, the Mortgagor does hereby grant, bargain, sell, assign, alien, release, remise, transfer, mortgage, convey, pledge and grant a security interest to, and warrant and confirm unto the Mortgagee, its successors and assigns, forever, all and singular the following described properties (collectively, the "**Premises**"), to-wit:

(a) The real estate which is legally described on Exhibit A which is attached hereto and hereby incorporated herein and which is commonly known as 2852 N. Mobile, Chicago, Illinois (which real property, together with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto and any and all other real property which may at any time hereafter be conveyed by the Mortgagor to the Mortgagee as security for the Note, may hereinafter be referred to as the "**Land**");

(b) All right, title, and interest of the Mortgagor, now or at any time hereafter existing, in and to all highways, roads, streets, alleys, and other public rights of way and thoroughfares, bordering on or adjacent to the Land, together with all right, title, and interest of the Mortgagor in and to the Land lying within such highways, roads, streets, alleys, and other public thoroughfares, and all heretofore or hereafter vacated highways, roads, streets, alleys, and public thoroughfares, and all strips and gores adjoining or lying within the Land or any part thereof;

(c) All buildings, structures, improvements, railroad spur tracks and sidings, plants, works, and fixtures now, or at any time hereafter, installed in or located on any portion of the Land and, all extensions, additions, betterments, substitutions, and replacements thereof;

(d) All improvements of every kind and description now or hereafter erected or placed on the Land, and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Land immediately upon the delivery thereof to the Land, and, all right, title and interest of the Mortgagor in and to all furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and description now, or at any time hereafter, installed or located on or used or usable in connection with the Land or the buildings and improvements situated thereon, whether such right, title, or interest in such items of property is now owned or hereafter acquired by the Mortgagor, including, but not limited to, all lighting, heating, cooling, ventilating, air-conditioning, humidifying, dehumidifying, plumbing, sprinkling, incinerating, waste removal, refrigerating, air-cooling, lifting, fire prevention, detection and extinguishing apparatus, security and alarm systems, computer hardware and software, cleaning, communication, electrical and electronic systems of all types, and the machinery, appliances, fixtures, and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, floor coverings, carpeting, partitions, conduits, ducts, compressors, elevators, escalators, accessories, draperies, blinds and other window coverings, and the machinery, appliances, fixtures, cabinets, fuel, building materials, supplies, radios, televisions, transmitting and receiving equipment, and the lines, cables, machinery, appliances, fixtures and equipment pertaining thereto, shades, awnings, screens, storm doors, windows, gas and electric fixtures, partitions and other property, whether or not now or hereafter permanently affixed to or located on the Land

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or are attached to any building or improvement located thereon. It is the intention hereof that all property of the kind and character described in this subparagraph which the Mortgagor now owns, and all of such property which the Mortgagor may hereafter acquire, and all additions thereto and renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to any buildings comprising the Land in any manner shall, together with the proceeds thereof, be subject to the lien and security interest of this Mortgage with like effect as if now owned by the Mortgagor and as if covered and conveyed hereby by specific and apt descriptions;

(e) All rights, privileges, permits, licenses, easements, consents, tenements, and hereditaments now or at any time hereafter belonging to or in any way appertaining to all or any part of the Land or any property or interests now or at any time hereafter comprising a part of the property or interests subject to this Mortgage;

(f) All right, title, and interest of the Mortgagor, whether now or at any time hereafter existing, in all reversions and remainders in or to all or any part of the Land and other property and interests subject to this Mortgage, and all rents, income, issues, profits, proceeds, royalties, and revenues derived from or belonging to all or any part of the Land and other property and interests subject to this Mortgage, or any part thereof;

(g) All rights, whether now or at any time hereafter existing, of the Mortgagor, under, pursuant to, or in connection with any and all existing and future leases of, and other agreements affecting, all or any part of the Land and other property and interests subject to this Mortgage including by way of illustration and not limitation, all management contracts and agreements, franchise agreements, permits, utility deposits, authorizations or certificates required or used in connection with the ownership or operation or maintenance of the Land or any property or interests now or at any time hereafter comprising parts of the property or interests subject to this Mortgage;

(h) Any and all real property and other property, whether now owned or hereafter acquired by the Mortgagor, which may, from time to time after the execution of this Mortgage, by delivery or by writing of any kind, for the purposes hereof, be conveyed, mortgaged, pledged, assigned, or transferred by the Mortgagor or by any one or more persons or entities on its behalf or with its consent to the mortgagee as and for additional security for the payment of the Note;

(i) Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Land and other property and interests subject to this Mortgage into cash or liquidated claims, including by way of illustration and not limitation, all proceeds of any insurance policy and all awards and payments, including interest thereon, which may be made with respect to all or any part of the Land or other property and interests subject to this Mortgage, or any estate or easement therein, as a result of any damage to or destruction of all or any part of the Land or other property and interests subject to this Mortgage, the exercise of the right or power of condemnation or eminent domain, the closing of, or the alteration of the grade of, any street on or adjoining the Land or other property and interests subject to this Mortgage, or any other injury to or decrease in the value of all or any part of the Land or other property and

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interests subject to this Mortgage, to the extent of all amounts which may be secured by this Mortgage, which said proceeds, awards and payments are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive such proceeds, awards, and payments, and to give receipts and acquittances therefore and to apply the same or any part thereof toward the payment of indebtedness secured hereby; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said proceeds, awards and payments to the Mortgagee, free, clear and discharged of any and all encumbrances of any kind or nature, whatsoever except the lien and encumbrance of the First Mortgage as that term is hereinafter defined;

(j) All plans and specifications prepared for the construction of or with respect to any property and interests subject to this Mortgage, and all studies, data and drawings related thereto; and also all contracts and agreements relating thereto; and

(k) All names under or by which the Land, or any interests or property subject to this mortgage may at any time be operated or known, and all rights to carry on a business under any such names or any variant thereof, and all trademarks, trade names, patents pending, and goodwill relating to all or any part of the Land, or other property or interests subject to this mortgage.

TO HAVE AND TO HOLD all the Premises hereby conveyed and assigned, or intended or entitled so to be, unto the Mortgagee, its successors and assigns, forever. Without limitation of the foregoing, the Mortgagor hereby further grants unto the Mortgagee, pursuant to the provisions of the Uniform Commercial Code as in effect in the State of Illinois, a security interest, as more fully described herein, in all of the above-described property, which property includes, but is not limited to, goods which are or are to become fixtures.

PROVIDED ALWAYS and upon the express condition that, if all of the principal and interest and all other amounts due and payable under and pursuant to the Note shall be paid and discharged in accordance with the terms and conditions therein contained, and if all other agreements and obligations of the Mortgagor under the Note, this Mortgage, the other Loan Documents, and all other agreements between the Mortgagor and the Mortgagee, whether now or at any time hereafter existing, shall be discharged in accordance with the terms and conditions therein and herein expressed, then these presents shall become void, otherwise this Mortgage shall remain in full force and effect.

The Mortgagor does hereby further covenant, agree, represent and warrant to and for the benefit of the Mortgagee, its successors and assigns, as follows:

1. Payment of Principal, Interest, Etc. The Mortgagor shall promptly pay when due the principal, interest and all other amounts which may be due and payable under and pursuant to the Note, this Mortgage, the other Loan Documents and all other agreements between the Mortgagor and the Mortgagee whether now or at any time

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hereafter existing, and perform and observe each and every term, covenant, and agreement therein contained.

2. Intentionally Deleted.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by the Mortgagee under the Note, this Mortgage or any other Loan Document shall be applied by the Mortgagee in the following order of priority:

3.1 First, for the payment of any Property Charges (as hereinafter defined), whether such payment is to be made to the Mortgagee or directly to the governmental entity or vendor entitled to such payment;

3.2 Second, for the reimbursement of any advances, expenditures or other expenses incurred by the Mortgagee and which are secured hereby, whether voluntarily or involuntarily made, together with any interest thereon;

3.3 Third, in the inverse order of maturity, for interest, late charges, and default rate interest payable under the Note;

3.4 Fourth, for any principal due and payable under the Note; and

3.5 Fifth, for any other sums evidenced by the Note or other Loan Documents and secured by this Mortgage, together with interest thereon in such order as the Mortgagee may determine.

4. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. Mortgagor shall: (a) promptly and in a good and workmanlike manner, repair, restore or rebuild any buildings or improvements now or hereafter on the Land which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens and other liens or claims of lien of any kind or nature whatsoever; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, including the First Mortgage, and, upon request, exhibit satisfactory evidence to the Mortgagee of the discharge of any such lien; (d) to cause all of Mortgagor's obligations under the First Mortgage or any other agreement relating thereto to be performed; (e) within three (3) days of the receipt thereof, forward to the Mortgagee any notices received by the Mortgagor from the holder of the First Mortgage; (f) complete within a reasonable time, and in a good and workmanlike manner, any building or buildings now or at any time in process of erection or renovation upon the Land; (g) comply with all requirements of law, municipal ordinances, or covenants, conditions and restrictions and other agreements and encumbrances of record with respect to the Premises and the use thereof; (h) make, suffer or permit no material alterations of the Premises, including alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment, now or hereafter located upon the Land or comprising the Premises, except as required by law or municipal ordinance or as expressly permitted in this Mortgage; (i) not suffer or permit any change in the general nature of the occupancy or use of the Premises; (j)

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not initiate or acquiesce in any zoning reclassification relating to the Premises; (k) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; (l) not suffer or permit any unlawful use of or any nuisance to exist upon the Premises; (m) not diminish or impair the value of the Premises or the security intended to be effected by virtue of this Mortgage or any other Loan Document by any act or omission to act; (n) appear in and defend any legal proceeding which in the opinion of the Mortgagee affects its security hereunder, and pay all costs, expenses and attorneys' fees incurred or paid by the Mortgagee in any proceeding in which the Mortgagee may participate in any capacity by reason of the Note, this Mortgage, or any other Loan Document, or the interests in the Premises granted hereby; (o) not suffer or permit any sale, assignment or transfer of any right, title or interest in and to all or any part of the improvements, apparatus, fixtures or equipment which may be found in or upon the Premises; and (p) not take or permit to be taken any action which might invalidate any insurance relating to the Premises, all, except as may otherwise be approved by the Mortgagee in writing or expressly allowed pursuant to the terms and provisions of this Mortgage or any other Loan Document.

5. Sale or Transfer of Premises or Interest Therein. Mortgagor agrees that the Mortgagee may declare the whole of the principal sum hereby secured, together with all accrued and unpaid interest and all other amounts due to the Mortgage pursuant to the Note, this Mortgage and the other Loan Documents, to be immediately due and payable, without notice or demand to the Mortgagor, and resort to the remedies available to the Mortgagee pursuant to any one or more of this Mortgage, the Note, the other Loan Documents and applicable law, if:

5.1 The Mortgagor shall convey title to, or otherwise suffer or permit any equitable or beneficial interest in the Premises to become vested in any one or more persons and entities other than the Mortgagor or the present beneficiary of the Mortgagor;

5.2 Any lien or security interest, other than liens for real estate taxes and assessments not yet due and payable, Permitted Encumbrances and the lien of this Mortgage attaches to the Premises;

5.3 Any one or more of articles of agreement for deed or other installment contract for the purchase of all or any part of the Premises or beneficial interest in the Mortgagor, or any other written or oral agreement for the sale or other transfer of all or any part of the Premises are entered into;

5.4 Any beneficial interest in the Mortgagor is conveyed, transferred or hypothecated, in whole or in part; or

5.5 Any partnership or joint venture interest in a partnership or joint venture, if any, owning all or a portion of the beneficial interest in the Mortgagor or any stock of a corporation, if any, owning all or a portion of the beneficial interest in the Mortgagor is conveyed, transferred, or hypothecated, in whole or in part.

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6. Payment of Taxes, Etc. Mortgagor shall pay when due, and before any interest or penalty accrues thereon, all general real estate taxes, special real estate taxes, special assessments, other governmental or public charges relating to the Premises, all encumbrances, ground rents, liens and/or other charges, including interest thereon, which appear to be prior, superior, or on parity with the lien of this Mortgage, and all charges for utilities or services, including, but not limited to electricity, gas, sewer and water, and all premiums for all insurance required by this Mortgage or any other Loan Document.

6.1 To prevent a default hereunder, the Mortgagor shall pay in full under protest, in the manner provided by statute, any real estate tax or special assessment, which the Mortgagor may desire to contest.

6.2 Mortgagor shall provide the Mortgagee evidence of the payment of any of the charges described above within ten (10) days of a written request therefore.

6.3 Mortgagor's obligations under this Section shall be deemed satisfied if the Mortgagor has made the payments to the Mortgagee, or the holder of the First Mortgage, relating to any of such charges as are required hereunder.

7. Insurance.

7.1 Mortgagor shall, at its sole cost and expense, maintain the following insurance in full force and effect:

7.1.1 Physical hazard insurance covering the Premises on an "all risk" basis (including builder's risk coverage applicable during any period or periods of time that construction or remodeling is being performed at the Land or with respect to the Premises), and insuring against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, sprinkler leakage, civil commotion, damage from aircraft and vehicles, burglary, or robbery, collapse of building, sonic boom, water damage, and smoke damage, vandalism and malicious mischief and loss or damage from such hazards as are presently included in so-called "Extended Coverage" hazard or casualty insurance policies and against such other insurable hazards as, under good insurance practices, from time to time, are insured against for improvements of like character in the area of the Premises. The amount of such insurance shall be not less than the greater of: (a) the full replacement cost from time to time of the buildings, improvements, furniture, furnishings, fixtures, equipment and other items (whether personally or fixtures) included in the Premises; or (b) the total indebtedness secured by the Premises. Full replacement cost, as used herein, means, with respect to the buildings and improvements, the cost of replacing the buildings and improvements, without regard to deduction for depreciation, exclusive of the cost of excavations, foundations and footings below the lowest basement floor, and means, with respect to furniture, furnishings, fixtures, equipment and other items, the cost of replacing same. Each policy or policies shall contain a replacement cost endorsement and such other endorsements

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sufficient to prevent the Mortgagor and the Mortgagee from becoming co-insurers within the terms of such insurance with respect to such improvements.

7.1.2 Comprehensive general liability insurance covering the Mortgagor and its beneficiary against all liability for personal injury or property damage, in such amounts as Mortgagee reasonably may from time to time require.

7.1.3 Business interruption, loss of income and rental interruption insurance against loss of income resulting from any hazard covered under the insurance required under subparagraphs 7.1.1, 7.1.2 and 7.1.4, in an amount sufficient to avoid any co-insurance penalty but, in any event, in an amount not less than the amount of rental and other revenue budgeted to be derived from the Premises during the twelve (12) month period of operations after the purchase or renewal of such insurance.

7.1.4 If any building improvement situated on the Premises is in an area now or subsequently designated as having special flood hazards, as defined by the Flood Disaster Protection Act of 1973, as amended from time to time, or another flood prone area, flood insurance in an amount equal to the lesser of the full replacement cost of the buildings and improvements or the maximum amount of flood insurance available.

7.1.5 Boiler and pressure vessel insurance, including coverage for air tanks, pressure piping and major air conditioning equipment; provided any building which constitutes a part of the Premises contains equipment of the nature ordinarily covered by such insurance, which shall be provided in an amount as the Mortgagee may reasonably require.

7.1.6 Such other insurance on the Premises or any replacements or substitutions thereof, or additions thereto, in such amounts as may from time to time be required by the Mortgagee, against other insurable hazards or casualties which at the time are commonly insured against in the case of property similarly situated, with due regard being given to the height and type of buildings, their construction, location, use and occupancy, or any replacements or substitutions therefore or additions thereto.

7.2 Except to the extent specified above, all such insurance shall be of a form and content, and have an expiration date, reasonably subject to the approval of the Mortgagee, shall be issued by companies having a Best's rating of A+:XI or better and contain a standard mortgagee clause and lender's loss payable endorsement, or the equivalent thereof in favor of the Mortgagee, and shall provide that the proceeds thereof shall be payable to the Mortgagee.

7.3 Mortgagor further agrees to deliver to the Mortgagee true, correct and complete copies of each such insurance policy and original certificates evidencing such insurance and any additional insurance which shall be taken out upon all or any part of the Premises together with receipts evidencing the payment of all premiums on or

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before thirty (30) days prior to the effective date of such policies and each and every renewal thereof, except to the extent provision for the payment of insurance premiums is made pursuant to this Mortgage, and the Mortgagor will deliver certificates evidencing renewals of all such policies of insurance to the Mortgagee on or before thirty (30) days prior to the expiry of any such insurance. In the event of any default by the Mortgagor in performing the foregoing insurance requirements, the Mortgagee may procure such insurance, pay the premiums therefore, and add the amount of such payment to the outstanding principal balance of the Note as provided herein.

7.4 Mortgagor further agrees that all such insurance policies shall provide for at least thirty (30) days' written notice to the Mortgagee prior to any amendment, modification, cancellation or termination of any such policy.

7.5 In the event of foreclosure of this Mortgage, or other transfer of title to the Premises in extinguishment in whole or in part of the indebtedness secured by this Mortgage, all right, title and interest of the Mortgagor in and to such policies then in force concerning the Premises, and all proceeds payable thereunder, shall thereupon vest in the purchaser at the resulting foreclosure sale or other transferee in the event of such other transfer of title.

8. Damage to or Destruction of the Premises. If any act or occurrence of any kind or nature (including any casualty on which insurance was not obtained or obtainable) shall result in damage to or loss or destruction of the Premises, or any part thereof, the Mortgagor shall give immediate notice thereof to the appropriate insurer and to the Mortgagee and, unless otherwise so instructed by the Mortgagee, shall promptly, at the Mortgagor's sole cost and expense, restore, repair, replace and rebuild the Premises as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction in accordance with plans and specifications submitted to and approved by the Mortgagee.

9. Adjustment of Losses with Insurer and Application of Proceeds of Insurance.

9.1 In the event that all or any part of the Premises covered by such insurance is destroyed or damaged by fire, explosion, windstorm, hail or by any other casualty against which insurance shall have been required hereunder: (i) the Mortgagee may, but shall not be obligated to, make proof of loss if not made promptly by the Mortgagor; and (ii) each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor, and the Mortgagee is hereby made and appointed the attorney-in-fact for the Mortgagor, and as such attorney-in-fact, the Mortgagee is hereby authorized to make any proof of loss, to adjust and compromise any claim under any insurance policy relating to such destruction or damage, to commence, appear in and prosecute any judicial, administrative, arbitration, or other proceeding relating to such claim, and to collect and receive any proceeds of such insurance. Mortgagor agrees to sign, upon demand by the Mortgagee, all receipts, vouchers and releases required by the said insurance companies.

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9.2 In the event that (a) the damage or destruction to the property is not substantial, (b) the Mortgagee does not determine that its security will be impaired by the restoration or replacement of the damaged or destroyed buildings or property, (c) the insurers covering such damage or destruction do not deny liability as to the insured, and (d) in the judgment of Mortgagee, the proceeds of the relevant insurance policy are sufficient to restore or replace the damaged or destroyed buildings or improvements, such proceeds, after deducting therefrom all costs and expenses incurred by the Mortgagee in the collection thereof, including, without limitation, adjusters' fees, attorneys' fees and court costs, shall be used to reimburse the Mortgagor for the cost of the rebuilding or restoration of the buildings and improvements on the Premises. In all other cases, such insurance proceeds, after deducting therefrom all costs and expenses incurred by the Mortgagee in the collection thereof, including, without limitation, adjusters' fees, reasonable attorneys' fees and court costs, may, at the sole and unfettered option of the Mortgagee, be (i) applied in reduction of the indebtedness secured hereby, whether due or not, (ii) held by the Mortgagee and used to reimburse the Mortgagor for the cost of the rebuilding or restoration of the buildings or improvements on the Premises, or (iii) applied by the Mortgagee to restore or rebuild the Premises. In the event the Mortgagor is required or permitted to restore or rebuild the Premises, the buildings and improvements shall be so restored or rebuilt in full compliance with all legal requirements and to the same condition, character and at least equal in value and substantially the same in condition, character and general utility as immediately prior to such damage or destruction. In any event, the Mortgagor shall not be excused from the payment of the unpaid portion of the indebtedness secured by this Mortgage, and any reduction in the indebtedness secured hereby and which results from the Mortgagee's application of any such payment will take effect only when the Mortgagee actually receives and applies such payment.

9.3 In the event the Mortgagor is entitled to reimbursement out of the insurance proceeds for the cost of restoring or replacing any such damage or destruction, such proceeds shall be made available to the Mortgagor, from time to time, upon the following conditions:

9.3.1 Prior to the commencement of any work in connection with such repair or replacement, the Mortgagor shall deliver or furnish to the Mortgagee the complete plans and specifications for such repair or replacement which have been approved by all governmental authorities whose approval is required, and approved by an architect satisfactory to the Mortgagee ("Architect"), and be accompanied by the Architect's signed estimate of the total estimated cost of such repair or replacement. The plans and specifications for the repair or restoration shall be subject to the Mortgagee's approval, which approval shall not be unreasonably withheld;

9.3.2 The Mortgagee shall have deposited with it such additional funds, which it, in its sole discretion believes to be required to be added to the proceeds of any such insurance policy to pay the entire cost of such repair or restoration;

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9.3.3 The Mortgagee shall have delivered to it all permits and approvals required by law in connection with the commencement and conduct of the repair or restoration;

9.3.4 The Mortgagee shall have delivered to it the contract or contracts for such repair or restoration executed by the Mortgagor and a contractor acceptable to the Mortgagee and which shall be in form, scope and substance satisfactory to the Mortgagee; and

9.3.5 The Mortgagee shall have deposited with it a surety bond for and a guarantee for the payment of completion of the work of such repair and restoration, which bond or guaranty shall be in form, scope and substance satisfactory to the Mortgagee, be issued by the surety or guarantor which is acceptable to the Mortgagee, and be in an amount not less than the total cost of the repair and restoration estimated by the Architect.

9.4 The Mortgagor will perform or cause the restoration to be performed diligently and in a good and workmanlike manner in accordance with the plans and specifications approved by the Architect and the Mortgagee. So long as the Mortgagor is not in default hereunder or under the terms of any other Loan Document, the Mortgagee shall disburse the funds available for the repair or restoration as the Mortgagor may direct to pay the costs thereof, but in all events such disbursements shall be subject to the following conditions.

9.4.1 All such payments shall be made upon not less than ten (10) days' prior written notice from the Mortgagor to the Mortgagee, which notice shall be accompanied by the Mortgagor's written request for payment which request shall include a certificate by the Architect in form, scope and substance satisfactory to the Mortgagee and which shall state that all the work of repair or restoration completed prior to the date thereof has been done in compliance with the plans and specifications approved by the Architect and the Mortgagee and in accordance with all provisions of law, that the amount requested has been paid or is then due and payable and is properly part of the cost of such repair and restoration, and when added to all sums, if any, previously disbursed, the amount requested does not exceed the value of the work of repair and restoration done up to the date of such certification;

9.4.2 The Mortgagee shall be in receipt of evidence satisfactory to it that there are no mechanics' or similar liens for labor or materials supplied in connection with the repair or restoration to the date of such request; and

9.4.3 The Mortgagee shall be in receipt of evidence satisfactory to it that the balance of the funds available for the payment of the cost of such repair or restoration shall be sufficient to pay the balance of such cost of repair or restoration remaining to be paid.

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9.5 Upon the Mortgagee's receipt of the Certificate of Occupancy for the improvements which were damaged or destroyed, or other customary evidence as may be requested by the Mortgagee that the repair or restoration has been completed and that the costs thereof have been paid in full, together with satisfactory evidence that no mechanics' or similar liens for labor or material supplied in connection with the repair or restoration are or may be outstanding against the Premises, and provided that the Mortgagor has not been in default hereunder, or under the terms of any of the other Loan Documents, the Mortgagee shall pay to the Mortgagor any remaining funds relating to such repair or restoration then held by the Mortgagee; provided, however, that nothing contained herein shall prevent the Mortgagee from at any time applying the full or any part of the funds on deposit with it relating to such repair or restoration to the cure of any default hereunder, or any other Loan Document.

9.6 In the event that (a) within sixty (60) days after the occurrence of any damage or destruction to the Premises requiring repair or restoration, the Mortgagor fails to submit to the Mortgagee and receive the Mortgagee's approval of the plans and specifications for the repair and restoration thereof, or (b) the Mortgagor fails to deposit with the Mortgagee any amount of funds in addition to any insurance proceeds required for such repair or restoration, or (c) after the plans and specifications are approved by any governmental authorities and the Mortgagee, the Mortgagor fails to commence promptly or diligently continue the completion of the repair or restoration, or (d) the Mortgagor fails to comply with the conditions hereof related to the disbursement of funds for such repair or restoration, then, in any such event, in addition to all of the other rights of the Mortgagee herein set forth, and after five (5) days' written notice of the non-fulfillment of any one or more of the foregoing conditions, the Mortgagee may apply the funds then available for such repair or restoration, held by it to reduce the unpaid indebtedness secured hereby in such order as the Mortgagee may determine and at the Mortgagee's option and in its sole discretion, the Mortgagee may declare the entire indebtedness secured hereby due and payable.

9.7 Notwithstanding the foregoing, in the case of loss after foreclosure proceedings have been instituted hereunder, the proceeds of any such insurance policy or policies shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said creditor. Any such foreclosure decree may further provide, that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redelector may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such successive redelector. In the event of any such foreclosure sale, the Mortgagee is hereby authorized, but not obligated, without the consent of the Mortgagor, to assign any and

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all insurance policies to the purchaser at such sale, or to take such other steps as the Mortgagee may in its sole discretion deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

9.8 The provisions of this Section shall be inapplicable in the event that, and only to the extent that, the provisions of the First Mortgage require that the proceeds of any relevant insurance policy be deposited, held, paid out, or otherwise dealt with in a manner inconsistent with the provisions of this Section.

10. Tax and Insurance Deposits.

10.1 Mortgagor hereby agrees to pay to the Mortgagee, in addition to paying the principal, interest and other amounts provided for in the Note, this Mortgage and the other Loan Documents, in monthly payments, as the Mortgagee may determine, amounts sufficient to allow the Mortgagee to pay all real estate taxes and general and special assessments applicable to the Premises as they become due and payable.

10.2 Mortgagor shall promptly pay, prior to the due date thereof, all insurance premiums for all insurance applicable to the Premises and required hereby or pursuant to the terms of any other Loan Document. Notwithstanding the foregoing, following the occurrence of any default hereunder, the Mortgagee may require that the Mortgagor pay, and the Mortgagor hereby agrees to pay, to the Mortgagee in addition to paying the principal, interest and other amounts provided for in the Note, this Mortgage and the other Loan Documents, either in a lump sum or in monthly payments, as the Mortgagee may determine, amounts sufficient to allow the Mortgagee to pay such insurance premiums at least thirty (30) days in advance of the due date thereof.

10.3 If at any time, the amount of all real estate taxes, general and special assessments and premiums for all insurance applicable to the Premises (collectively, "**Property Charges**"), or any of them, have been or are to be increased, or if the lump sum deposit or monthly deposits then being made by the Mortgagor and held by the Mortgagee for this purpose if continued, would not make up a fund, sufficient in the reasonable opinion of the Mortgagee, to pay each Property Charge thirty (30) days prior to its due date, the monthly deposits required hereunder shall thereupon be increased accordingly, and the Mortgagor shall, upon demand by the Mortgagee, immediately deposit with the Mortgagee such additional sums as are determined by the Mortgagee so that the moneys then held by the Mortgagee hereunder for the payment of each Property Charge, plus any increased monthly payments and such additional sums demanded, shall be sufficient so that the Mortgagee shall have received from the Mortgagor adequate amounts to pay each Property Charge, at least thirty (30) days prior to its due date. For the purpose of determining whether the Mortgagee holds sufficient moneys to pay any particular Property Charge at least thirty (30) days prior to the due date thereof, the reserves, deposit or deposits for each Property Charge shall be treated separately, it being the intention that the Mortgagee shall not be obligated to use reserves or moneys deposited for the payment of a Property Charge not yet due, for the payment of a Property Charge that is due.

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10.4 Notwithstanding the foregoing, it is understood and agreed (a) that the deposit or deposits provided for hereunder will be held by the Mortgagee, and the Mortgagee shall be under no obligation whatsoever to pay any interest, earnings or profits on such amounts to the Mortgagor, and (b) that the Mortgagee at its option may, if the Mortgagor fails to make any deposit required hereunder, use the deposit or deposits made for the payment of one Property Charge for the payment of another Property Charge then due and payable. All such deposits shall be held in escrow by the Mortgagee and shall be applied by the Mortgagee to the payment of a Property Charge, when the same becomes due. Failure to make any of the aforesaid monthly deposits, which failure continues for ten (10) days after they are due, or failure to pay any of the aforesaid additional deposits, which failure continues for ten (10) days after demand therefore is made by the Mortgagee, shall be a default under the Note, this Mortgage, and the other Loan Documents, in which event all remedies under the Note, this Mortgage, and the other Loan Documents may be immediately exercised by the Mortgagee and, further, all moneys on hand in the reserve or deposit fund may, at the option of the Mortgagee, be applied in reduction of the indebtedness under the Note.

10.5 If the funds so deposited exceed the amount required to pay the Property Charges, the excess shall be applied against subsequent deposits to be made by the Mortgagor. In order to more fully protect the security of this Mortgage and to provide security to the Mortgagee for the payment of a Property Charge for which deposits have not been made by the Mortgagor with the Mortgagee, the Mortgagor agrees that the Mortgagee may, at its sole and unfettered discretion, at any time, pay the Property Charges or any of them, provided that the Mortgagee shall give notice to the Mortgagor of any such payment within ten (10) days following the making thereof. Such payments shall be added to the outstanding principal balance of the Note which in turn shall earn interest at the effective rate of interest set forth in the Note. The Mortgagor further agrees that the Mortgagee shall not be required to make payments for which insufficient funds are on deposit with the Mortgagee, and that nothing herein contained shall be construed as requiring the Mortgagee to advance any of its Funds for such purpose.

10.6 Upon any assignment of this Mortgage, the Mortgagee shall have the right to pay over the balance of such deposits in its possession to the assignee, and the Mortgagee shall thereupon be completely released from any and all liability with respect to such deposits and the Mortgagor shall look solely to the assignee or transferee with respect thereto. Upon full payment of the indebtedness under the Note, this Mortgage and the other Loan Documents, the balance of the deposit or deposits in the Mortgagee's possession shall be paid over to the record owner of the Premises at the time of such payment, and no other party shall have any right or claim thereto in any event.

10.7 If a default shall occur hereunder or any other Loan Document, the Mortgagee may, at its sole and unfettered option, without being required to do so, apply any moneys at the time on deposit pursuant to this Mortgage or any other Loan Document, on any of the Mortgagor's obligations hereunder or under any other Loan Document, in such order and manner as the Mortgagee may, in its sole and unfettered

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discretion, elect. Such deposits are hereby pledged as additional security for the indebtedness secured hereby, and shall be held by the Mortgagee to be irrevocably applied by the Mortgagee for the purposes specified in this Mortgage and shall not be subject to the direction or control of the Mortgagor; provided, however, that the Mortgagee shall not be liable for any failure of the Mortgagee to apply any funds held by the Mortgagee to the payment of a Property Charge, unless the Mortgagor, while not in default hereunder, shall have requested the Mortgagee in writing not less than thirty (30) days prior to the due date therefore to make application to the payment of a particular Property Charge that portion of said funds deposited with respect to said Property Charge, which application shall be accompanied by the bills for said Property Charge.

10.8 Mortgagor shall not be required to pay to the Mortgagee the deposits required hereunder to the extent that the Mortgagor makes such payments to the holder of the First Mortgage.

11. Protection of Security. The Mortgagor covenants and agrees to appear in and defend any action or proceeding purporting to effect the security of this Mortgage or any additional or other security for the obligations secured hereby, the interest of the Mortgagee or the rights, powers or duties of the Mortgagee hereunder; and to pay all costs and expenses, including the cost of abstracts or other evidence of title and attorneys' fees and court costs relating to any action or proceeding in which the Mortgagee may appear or be made a party, including, but not limited to, a foreclosure or other proceeding commenced by those claiming a right to the Premises, or any part thereof, or other security for this Mortgage under any lien, whether such lien be prior or superior to the lien of this Mortgage and in any action or proceeding to partition or condemn all or part of the Premises, whether or not pursued to a final judgment.

11.1 The Mortgagor shall have the right to contest, by proper proceedings, any claim, demand, levy, assessment, law, ordinance, rule, regulation or requirement asserted by a third party against the Premises provided that the Mortgagor shall prosecute such contest diligently and in good faith and such contest shall not expose the Mortgagee to any civil or criminal penalty or liability or impair the security granted to the Mortgagee hereunder or under any other loan document. Upon the demand of the Mortgagee, the Mortgagor shall furnish the Mortgagee with a bond or other adequate security satisfactory to the Mortgagee sufficient both to indemnify the Mortgagee against liability and to hold the Premises free from any adverse affect in the event that the contest is not successful.

12. Mortgagee's Right to Act. If the Mortgagor fails to perform any covenant or agreement contained in any one or more of the Note, this Mortgage, and any other Loan Document, or to pay any claim, lien or encumbrance which shall be a prior lien to the lien of this Mortgage, or to pay, when due, any tax or assessment, or the premium for any insurance required hereby, or to keep the Premises in repair, as aforesaid, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgagor or Mortgagee, the Premises or the title thereto, including, by way of illustration and not limitation, any eminent domain, insolvency, code enforcement, or proceeding under the Bankruptcy Code of the United States, then the

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Mortgagee, at its option, may, but shall not be required to, make full or partial payment of any such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may purchase, discharge, compromise or settle any tax lien or other prior lien or interest or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment, procure such abstracts or other evidence of title as it deems necessary, make such repairs and take such steps as it deems advisable to prevent or cure such waste, and appear in any such action or proceeding and retain counsel to advise it with respect to such matter or to appear therein, and take such action with respect thereto as the Mortgagee, in its sole and unfettered discretion, deems advisable, and for any of such purpose the Mortgagee may advance such sums of money as it, in its sole and unfettered discretion, deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagor will pay to the Mortgagee, immediately and without demand, all sums of money advanced by the Mortgagee pursuant to this paragraph, and any costs or expenses, including, without limitation, attorneys' fees and court costs, that the Mortgagee may have incurred or paid in connection therewith, and any other moneys advanced by the Mortgagee to protect the Premises and the lien hereof, and all such sums, together with interest thereon at the effective rate of interest set forth in the Note, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable, without notice or demand.

12.1 Mortgagee in making any payment hereunder, is hereby authorized: (a) to pay any taxes, assessments, insurance premiums and other charges according to any bill, statement or estimate procured from the appropriate public office or vendor without inquiry into the accuracy of such bill, statement or estimate or into the validity of any insurance premiums, tax, assessment, sale, forfeiture, tax lien or title or claim thereof; and (b) to purchase, discharge, compromise or settle any prior lien, without inquiry as to the validity or amount of any claim of such lien which may be asserted.

13. Condemnation. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged as a result of the exercise of the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of such award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require the Mortgagor to restore or rebuild the Premises or any part thereof damaged by such taking, in which latter event the proceeds shall be held by the Mortgagee and be used to reimburse the Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on the Premises, except and in those instances, and only to the extent that, the First Mortgage requires that the proceeds of any such award be paid out in a manner inconsistent with that set forth herein for the payment of insurance proceeds for such costs of rebuilding or restoring the damaged buildings or improvements on the damaged premises. Notwithstanding the foregoing, in the event that the Mortgagor is obligated to rebuild or restore the taken or damaged buildings or improvements under the terms of any lease or leases relating to the Premises, and if such taking does not

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result in cancellation or termination of such Lease, the award shall be used to reimburse the Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on the Premises, provided the Mortgagor is not then in default under the Note, this Mortgage, or any other Loan Documents. In the event that the Mortgagor is required or authorized, either by the Mortgagee's election as aforesaid, or by virtue of any such lease, to rebuild or restore the buildings or improvements on the Premises, the proceeds of the award shall be paid out in the same manner as is provided hereunder for the payment of insurance proceeds toward the cost of rebuilding or restoring damaged buildings or improvements on the Premises. If the amount of such award is insufficient to cover the cost of such rebuilding or restoration, the Mortgagor shall pay any such cost in excess of the award before such rebuilding or restoration work shall commence and before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

14. Satisfaction of First Mortgage. Mortgagor agrees that the Mortgagee may, without the consent of and without notice to the Mortgagor, purchase the obligation secured by the First Mortgage for the full amount then outstanding thereunder, or at any discount thereof, and in such event enforce the First Mortgage and the promissory note and other loan documents relating hereto to the full extent allowed by law, and without affording the Mortgagor any reduction in the amount evidenced and secured thereby in the event that such obligation is purchased by the Mortgagee at a discount. The term "First Mortgage" shall mean that certain mortgage given by CHICAGO TITLE LAND TRUST, not personally but solely as successor trustee to Commercial National Bank of Berwyn under the Trust Agreement dated February 13, 1996 and known as Trust Number 960121 and KONSTANTINOS D. ANTONIOU in favor of 201 LOAN LLC, an Illinois limited liability company dated July ____, 2007, and recorded ____, 2007, as document number ____, securing a note in the amount of \$640,473.02.

15. Representations and Warranties. Mortgagor hereby represents, warrants and covenants to the Mortgagee that:

15.1 Mortgagor, at the time of the execution and delivery of this Mortgage holds good and indefeasible title in and to all real property which is the subject of this Mortgage in fee simple, free and clear of any and liens, charges and encumbrances whatsoever, except the liens, charges, encumbrances, and other matters, if any, set forth on **Exhibit B** which is attached hereto ("**Permitted Encumbrances**");

15.2 Mortgagor has good and absolute title to all personal property encumbered by this Mortgage and any other Loan Document, free and clear of any and all liens, charges, and encumbrances of any kind and nature whatsoever except any such liens and encumbrances which are Permitted Exceptions;

15.3 Mortgagor has the good and perfect right, full power, and lawful authority to execute and deliver the Note, this mortgage, and the other Loan Documents to the Mortgagee;

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15.4 Mortgagor has taken all actions necessary to make the Note, this Mortgage and the other Loan Documents its valid, binding and legal obligations; and

15.5 That the liens and security interests created by one or more of this Mortgage or any other Loan Document are, and will be kept, a first and paramount priority lien and security interest upon the Premises and any part thereof, free and clear of all liens, encumbrances and other matters, except the Permitted Encumbrances, and the Mortgagor will forever warrant and defend the same to the Mortgagee, its successors and assigns against any and all claims and demands whatsoever, except the Permitted Encumbrances.

16. Lease Assignment. As additional security for the payment of the indebtedness secured hereby, the Mortgagor has executed and delivered that certain Assignment of Leases, Rents and Profits dated of even date herewith ("**Assignment**"), the terms and conditions of which are hereby expressly incorporated herein, whereby the Mortgagor has sold, transferred and assigned to the Mortgagee all of its right, title and interest in and to certain leases demising, or which may hereafter demise, all or a portion of the Premises ("**Leases**").

Mortgagor expressly covenants and agrees that if it, as lessor under any Lease, fails to perform and fulfill any term, covenant, condition or provision contained in any one or more of the Leases, on its part to be performed or fulfilled, at the times and in the manner therein provided, which failure results in a termination of one or more of the Leases, or if it suffers or permits to occur any breach or default under the provisions of said Assignment, then in any such event, at the option of the Mortgagee and without notice to the Mortgagor, such breach or default shall constitute an Event of Default hereunder.

17. Acceleration of Indebtedness in Case of Default. In the event of: (a) any default in the due and punctual payment of the Note, or any installment or payment due in accordance with the terms thereof, or in accordance with the terms of this Mortgage or any of the Loan Documents and such default shall continue for a period of ten (10) days; or (b) any of the Mortgagor or any guarantor under a guaranty of the obligations under any of the Loan Documents ("**Guarantor**") shall become insolvent, file a petition in bankruptcy or become the subject of any voluntary proceeding under the United States Bankruptcy Code or any other bankruptcy, insolvency, reorganization, receivership, moratorium or other law regarding creditors' rights or debtors' obligations, whether state or federal, whether now or hereafter existing, or fail to obtain a vacation or stay of involuntary proceedings under any such law within thirty (30) days after the filing thereof; or (c) any of the Mortgagor, or any Guarantor shall be adjudicated a bankrupt, or a trustee, receiver, or similar officer shall be appointed for any of the Mortgagor or any Guarantor or for its property or a substantial part thereof, or any court shall have taken jurisdiction of the property of any of the Mortgagor, or any Guarantor or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of any of the Mortgagor or any Guarantor, and such trustee, receiver, or similar officer shall not be discharged or such jurisdiction relinquished or vacated or stayed within thirty (30) days after the filing of such proceeding; or (d) any of the

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Mortgagor or any Guarantor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they come due; (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept, performed or observed by the Mortgagor and the same shall continue for thirty (30) days, unless such default cannot reasonably be cured within thirty (30) days, in which event the Mortgagor shall instead have a period of sixty (60) days to affect such cure so long as the Mortgagor shall diligently pursue such cure or unless such default shall have resulted from the willful or intentional act or omission of the Mortgagor, in which event the rights and remedies provided to the Mortgagee hereunder, or pursuant to any other Loan Document shall immediately accrue to or for the benefit of the Mortgagee without any grace or cure period being available to the Mortgagor to cure such default; or (f) subject to any applicable grace period, default shall be made in the performance of any Lease or under any of the Loan Documents, then, and in every such case, the whole of said principal sum hereby secured shall, at once, at the election of the Mortgagee, become immediately due and payable, together with all accrued and unpaid interest and all other amounts due to the Mortgagee pursuant to the Note, this Mortgage, and the other Loan Documents, without notice or demand to the Mortgagor. From and after the occurrence of any default, interest shall accrue on all of said amounts at the default rate of interest set forth in the Note.

18. Foreclosure; Expense of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by maturity, acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof and to enforce the other rights and remedies available to it pursuant to this Mortgage, any other Loan Document or applicable law. The indebtedness secured hereby shall include, and in any such suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree which adjudicates the amount due under the Note and secured by this Mortgage, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee (which may be estimated as to items to be expended after entry of the decree) for attorneys' fees, appraisers' fees, costs of documentary evidence, fees of expert witnesses, stenographers' charges, publication costs, and costs of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the title to or the value of the Premises. Further, all such amounts whether incurred before or after any decree or judgment of foreclosure shall be included in the amount required to redeem from any such foreclosure.

19. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises hereunder shall be distributed and applied in the following order of priority: first, to the payment of all costs and expenses incident to the foreclosure proceedings, including all such costs and expenses described above; second, to the payment of all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as

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set forth in the Note; third, to the payment of all principal and interest and other amounts remaining unpaid on the Note or other Loan Documents; fourth, any overplus to the Mortgagor, its successors or assigns, as their rights may appear. In the event of any foreclosure sale relating to the First Mortgage or the enforcement of any rights relating to any loan document relating thereto, any proceeds of such foreclosure sale over and above the amount needed to pay all obligations secured by the First Mortgage and any related loan document, are hereby assigned to the Mortgagee.

20. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, or upon the request of the Mortgagee and a showing of good cause, the court may appoint a receiver of the Premises. Mortgagor hereby consents to such appointment and agrees that such appointment may be made either before or after any judgment of foreclosure, the sale or the confirmation of the sale thereunder, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the Premises, the adequacy of the Mortgagee's security or whether the same shall be then occupied as a homestead or not. The Mortgagee hereunder or any holder of the Note may be appointed as the receiver. Such receiver shall have full power and authority to operate, manage and conserve the Premises, and shall have all the usual powers of receivers in like cases. Without limiting the foregoing, such receiver shall have the power and authority to:

20.1 secure tenants and execute leases for the Premises, the duration and terms of which are reasonable and customary for the type of use involved, and such leases shall have the same priority as if made by the Mortgagor; but, unless approved by a court of competent jurisdiction, such receiver shall not execute oil, gas or other mineral leases, or (even if otherwise allowed by law) leases extending beyond the time of the receiver's possession;

20.2 collect the avails, rents, issues, revenues and profits from the Premises;

20.3 insure the Premises against loss by fire or other casualty;

20.4 employ counsel, custodians, janitors and other help, and

20.5 pay taxes, which may have been or may be levied, against the Premises.

21. Mortgagee's Right of Possession in Case of Default. In any case in, which, under the provisions of this Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby becomes or is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after the judgment of foreclosure, the sale, or the confirmation of the sale thereunder, the Mortgagor shall, forthwith upon demand of the Mortgagee, surrender to the Mortgagee, and the Mortgagee shall be entitled to take actual possession of the Premises, or any part thereof, personally, or by and through its agents or attorneys, and the Mortgagee, in its sole and unfettered discretion, may, but shall not be required to, with or without force

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and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of the Mortgagor relating thereto, and may exclude the Mortgagor, its agents and servants wholly therefrom, and may as attorney-in-fact or agent of the Mortgagor, or in its own name as the Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by and through its agents, and with full power to receive the avails, rents, issues, revenues and profits thereof, and to use such measures, legal or equitable, as the Mortgagee or its successors and assigns may, at their sole and unfettered discretion, deem proper or necessary to enforce the payment or security of the avails, rents, issues, revenues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Mortgagor, and with full power to enter into and modify any Lease or sublease of the Premises or any part thereof, cancel or terminate any Lease or sublease of the Premises, or any part thereof, for any cause or on any ground which would entitle the Mortgagor to cancel the same, to elect to disaffirm any Lease or sublease of the Premises or any part thereof made subsequent to this Mortgage or subordinated to the lien hereof, to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Premises as it may deem appropriate, insure and reinsure the same against all risks incidental to the Mortgagee's possession, operation and management thereof and to otherwise have the same powers, duties and liabilities as a receiver appointed pursuant hereto and pursuant to applicable law.

The Mortgagee shall be entitled to reimbursement for the reasonable costs, expenses, and fees incurred in connection with such possession, including the fees of any management company retained by the Mortgagee to manage the Premises.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby assume or undertake to perform or discharge, any obligation, duty or liability under any Lease, and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease. Should the Mortgagee incur any such liability, loss or damage, under said Leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees relating thereto, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefore immediately upon demand.

22. Application of Income Received by the Mortgagee. The Mortgagee in the exercise of the rights and powers hereinabove conferred upon it herein and under the Assignment, and any receiver in the exercise of the rights and powers herein conferred

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upon it, shall, unless otherwise required by IMFL, as that term is hereinafter defined, have full power to use and apply the avails, rents, issues, revenues and profits of the Premises to the payment of or on account of the following, in such order as the Mortgagee, in its sole and unfettered discretion, may determine:

22.1 To the payment of the reasonable fee of such receiver;

22.2 To the payment of the operating expenses of the Premises, including, by way of illustration and not limitation, the cost of management and leasing thereof, which shall include reasonable compensation to the Mortgagee and its agent or agents, or the receiver and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases;

22.3 To the payment of the obligations secured by the First Mortgage, real estate taxes and special assessments now due or which may hereafter become due and which relate to the Premises;

22.4 To the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, including the cost of installing or replacing mechanical systems and other fixtures therein from time to time, and of placing the Premises in such condition as will, in the judgment of the Mortgagee, at its sole and unfettered discretion, make it readily rentable; and

22.5 To the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

23. Compliance with Illinois Mortgage Foreclosure Law. The powers, authorities and duties conferred upon the Mortgagee, in the event that the Mortgagee takes possession of the Premises, and any receiver which may be appointed hereunder, shall include all such powers, authority, and duties as may be conferred upon a mortgagee in possession or receiver under and pursuant to the Illinois Mortgage Foreclosure Law, as such may be amended from time to time ("IMFL"). To the extent that IMFL may limit the powers, authorities or duties purportedly conferred hereby, such powers, authorities and duties shall be limited as proscribed by IMFL at the time of their exercise or discharge.

24. Waiver of Defenses. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

25. Waiver of Statutory Rights. Mortgagor releases and waives all rights under the homestead and exemption laws of the State of Illinois. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any moratorium laws, now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage. Mortgagor, for itself and all who may claim by through or under it, waives the benefit of such laws and any

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and all right to have the Premises and the parcels and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety, or separately in such order and to satisfy such portions of the indebtedness as the Mortgagee, at its sole and unfettered discretion, may determine.

THE MORTGAGOR HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY THE PROVISIONS OF THE STATUTES AND LAWS OF THE STATE OF ILLINOIS, ANY AND ALL RIGHTS OF REDEMPTION FROM SALE OR OTHERWISE UNDER ANY ORDER OR DECREE OF FORECLOSURE AND DISCLAIMS ANY STATUS AND RIGHTS WHICH IT MAY HAVE AS AN "OWNER OF REDEMPTION" AS THAT TERM MAY BE DEFINED IN SECTION 15-1212 OF IMFL, ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE DESCRIBED ABOVE AS THE MORTGAGOR, AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING IMFL, THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHT TO REINSTATE THIS MORTGAGE OR TO CURE ANY DEFAULTS, EXCEPT SUCH RIGHTS OF REINSTATEMENT AND CURE AS MAY BE EXPRESSLY PROVIDED BY THE TERMS OF THE NOTE, THIS MORTGAGE, AND THE OTHER LOAN DOCUMENTS.

Nothing contained herein is intended to be, or shall be construed to be, a waiver, relinquishment or impairment of the Mortgagee's rights to fully and completely enforce all rights of personal liability and personal recourse against all parties obligated on any one or more of the Note, this Mortgage, and any other Loan Document.

26. Environmental Matters. Mortgagor represents, warrants, covenants and agrees unto the Mortgagee as follows:

26.1 Mortgagor will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Premises, or transport to or from the Premises any Hazardous Substance (as defined herein) or allow any other person or entity to do so;

26.2 Mortgagor shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of any Environmental Law (as defined herein) or allow any other person or entity to do so;

26.3 Mortgagor shall give prompt written notice to the Mortgagee of:

26.3.1 any proceeding or inquiry by any governmental authority whether Federal, state or local, with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other property;

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26.3.2 all claims made or threatened by any third party against the Mortgagor or the Premises relating to any loss or injury resulting from any Hazardous Substance; and

26.3.3 Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law;

26.4 Mortgagee shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Environmental Law and the Mortgagor hereby agrees to pay any attorneys' fees thereby incurred by the Mortgagee in connection therewith;

26.5 Mortgagor shall indemnify, defend and hold harmless the Mortgagee, its directors, officers, employees, agents, contractors, attorneys, other representatives, successors and assigns from and against any and all loss, damage, cost, expense or liability, including, by way of illustration and not limitation, reasonable attorneys' fees and court costs, directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Premises including without limitation (a) all foreseeable consequential damages; and (b) the costs of any required or necessary repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, remedial or other required plans. This indemnity and covenant shall survive the release or reconveyance of the lien of this Mortgage, or the extinguishment of such lien by foreclosure or action in lieu thereof;

26.6 In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature whatsoever (the "Remedial Work") is reasonably necessary or desirable under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance in or into the air, soil, ground water, surface water or soil vapor at, on, about, under or within the Premises, or any portion thereof, the Mortgagor shall within thirty (30) days after written demand for performance thereof by the Mortgagee or other party or governmental entity or agency (or such shorter period of time as may be required under any applicable law, regulation, order, or agreement), commence to perform, or cause to be commenced, and thereafter diligently prosecuted to completion, all such Remedial Work. All Remedial Work shall be performed by one or more contractors, approved in advance in writing by the Mortgagee, and under the supervision of a consulting engineer approved in advance in writing by the Mortgagee. All costs and expenses of such Remedial Work shall be paid by the Mortgagor, including, without limitation, the charges of such contractor and the consulting engineer, and the Mortgagee's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of such Remedial Work. In the event that the Mortgagor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to

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completion, such Remedial Work, the Mortgagee may, but shall not be required to, cause such Remedial Work to be performed and all costs and expenses thereof incurred in connection therewith shall become part of the indebtedness secured hereby;

26.7 Without the Mortgagee's prior written consent, which shall not be unreasonably withheld, the Mortgagor shall not take any remedial action in response to the presence of any Hazardous Substance on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Substance claims. Said consent may be withheld, without limitation, if the Mortgagee, in its reasonable judgment, determines that said remedial action, settlement, consent, or compromise might impair the value of the Mortgagee's security hereunder; provided, however, that the Mortgagee's prior consent shall not be necessary in the event that the presence of Hazardous Substances in, on, under, or about the Premises either poses an immediate threat to the health, safety, or welfare of any individual or is of such a nature that an immediate remedial response is necessary, and it is not possible to obtain the Mortgagee's consent before taking such action, provided that in such event the Mortgagor shall notify the Mortgagee as soon as practicable of any action so taken. Mortgagee agrees not to withhold its consent, when such consent is required hereunder, if either (a) a particular remedial action is ordered by a court of competent jurisdiction or (b) the Mortgagor establishes to the reasonable satisfaction of the Mortgagee that there is no reasonable alternative to such remedial action that would result in materially less impairment of the Mortgagee's security hereunder.

For purposes of this Section, the following terms shall have the meanings as set forth below:

- (a) **"Environmental Laws"** shall mean any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended, 42 U.S.C. Sections 6901 et seq.
- (b) The term **"Hazardous Substance"** shall include without limitation:
 - (i) Those substances included within the definitions of any one or more of the terms "hazardous substances," "hazardous materials," "toxic substances," and "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act as amended, 49 U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to said laws or under applicable state law;
 - (ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or

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by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

- (iii) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal laws, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and
- (iv) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1321, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (E) flammable explosives; or (F) radioactive materials.

27. Mortgagee's Right of Inspection - Books and Records. Mortgagee shall have the right to inspect the Premises at all reasonable times and shall be permitted access thereto for that purpose. Mortgagor shall keep and maintain at all times at the Premises, or such other place as the Mortgagee may approve in writing, complete and accurate books of accounts and records to reflect correctly the results of the operation of the Premises, together with copies of all contracts, Leases and other instruments and documents which affect the Premises. Such books, records, contracts, Leases and other instruments and documents shall be subject to examination by the Mortgagee at all reasonable times. As long as any amount of indebtedness evidenced by the Note and secured by this Mortgage remains outstanding, the Mortgagor shall submit to the Mortgagee, within thirty (30) days after the end of each of the Mortgagor's fiscal quarters, quarterly statements showing the actual operating results of the Premises for such preceding quarter in the form of a statement of income and expenses of the Premises, a statement of changes in financial position, and a balance sheet of the Mortgagor. These financial statements shall be in such form and contain such detail as the Mortgagee may reasonably require, and be prepared by an independent certified public accountant. At the time such financial statements are furnished the Mortgagor shall also furnish a rent schedule for the Premises, certified by Mortgagor to the Mortgagee, showing the name of each tenant, and for each tenant, the space occupied, the Lease expiration date, the rent payable, and a statement identifying to the Mortgagee's reasonable satisfaction any defaults under any Lease.

28. Stamp, Transfer or Revenue Tax. If, by the laws of the United States of America, or of any state or political subdivision thereof having jurisdiction over any one or more of the Mortgagor, the Mortgagee and the Premises, any tax is due or becomes due in respect of the issuance of the Note or this Mortgage or the recordation hereof, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law, whether or not the incidence of such tax falls upon the Mortgagor, the Mortgagee or otherwise. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, its successors and assigns, against any liability incurred by reason of the imposition of any such tax.

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29. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after the date hereof of any law of the state in which the Premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagor, or changing in any way laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the Premises or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefore; provided, however, that if, in the opinion of the Mortgagee, (a) it might be unlawful to require the Mortgagor to make such payment, or (b) the making of such payment might result in the imposition of interest in excess of the maximum amount permitted by law, then and in such event, the Mortgagee may, at its sole and unfettered discretion, but shall not be required to, elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the date of giving of such notice.

30. Forbearance Not Waiver. Any forbearance by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded to the Mortgagee by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy by the Mortgagee. The acceptance by the Mortgagee of any performance or the payment of any sum secured by this Mortgage after the due date of such payment or performance shall not be a waiver of the Mortgagee's right to either require prompt payment or performance when due of all other sums or performance so secured or to declare a default for the failure of the Mortgagor to make prompt payment or performance. Furthermore, the Mortgagor agrees that no act or omission on the part of the Mortgagee, including by way of illustration and not limitation, any lack of diligence on the part of the Mortgagee in enforcing its rights under any Loan Document, shall in any way impair the security interest and lien granted by this Mortgage. Any waiver by the Mortgagee of any default hereunder shall not be effective unless such waiver is made in writing and signed by the Mortgagee, and, in any event, shall not constitute a waiver of any similar or other default.

31. Election of Security. The Mortgagor covenants and agrees that if the Mortgagee, at any time, holds any additional security for any of the obligations secured hereby, the Mortgagee may enforce the terms of any agreements relating thereto, or otherwise realize upon such additional security, at its election which may be exercised in its sole and unfettered discretion, either prior to or concurrently therewith, or after a foreclosure sale is made hereunder. Further, the Mortgagee may apply the proceeds of any such sale or enforcement upon the indebtedness secured hereby, in the order set forth herein, without affecting the status of or waiving any right to exhaust all or any other security, including the security hereby granted, and without waiving any breach or default or any right or power whether exercised hereunder or contained herein or in any other Loan Document.

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32. Cumulative Remedies. No remedy hereby granted or reserved to the Mortgagee is intended to be exclusive of any other remedy conferred herein or permitted under the terms of any other Loan Document or applicable law, but each shall be cumulative and shall be in addition to every other remedy given hereunder or pursuant to any other Loan Agreement, or which may now or hereafter exist at law or in equity. Every power or remedy provided for hereunder, pursuant to any other Loan Document, or pursuant to applicable law, may be exercised concurrently or independently from time to time, and as often as may be deemed expedient to the Mortgagee.

33. Interest Rates. The Mortgagor has been advised by its beneficiaries that the proceeds of the loan secured by this Mortgage will be used for the purpose specified in Section 4(c) of Chapter 74 of the Illinois Revised Statutes (20__) and that the loan secured hereby constitutes a business loan within the meaning of said statute, and that, accordingly the loan secured hereby is exempt from the requirements of the law of the State of Illinois relating to usury and interest rate limitations. If any law which applies to the Note or any of the obligations secured hereby is finally interpreted so that the interest or other loan charges collected or to be collected in connection therewith exceed the limits permitted by such law, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the maximum limit permitted by such law; and (b) any sums already collected which exceed the maximum collected limit will be refunded to the Mortgagor. The Mortgagee may choose to make such refund by reducing the principal owed under the Note or by making a direct payment thereof to the Mortgagee. If such refund reduces the principal, the reduction will be treated as a partial prepayment, which prepayment shall be applied in the inverse order of maturity.

34. Effect of Extensions of Time, Etc. From time to time, the Mortgagee may, but shall not be required to, at its sole and unfettered discretion, without giving notice to or obtaining the consent of the Mortgagor, any Guarantor, or any other party liable or obligated for the payment of any amount or the performance of any obligation under any one or more of the Note, this Mortgage, and any other Loan Document (collectively, "**Obligors**"), without liability to any of the Obligors, and notwithstanding any breach by any of the Obligors, extend the time for the payment of any indebtedness secured hereby, reduce the payments thereon, release anyone principally or collaterally liable for the payment of all or any part of such indebtedness, elect not to pursue any remedies it may have against any of the Obligors or any other person or property, accept a renewal note or notes evidencing such indebtedness, modify the terms and time of the payment of said indebtedness, release the Premises or any part thereof from the lien of any one or more of this Mortgage and any other Loan Document, take or release other or additional security, consent to the granting of an easement on or encumbrance against the Premises, join in any extension or subordination agreement, or agree in writing to modify the rate of interest or period of amortization of the Note or change the amount of the payments due thereunder. Any actions taken by the Mortgagee pursuant to this paragraph: shall not affect the obligations of the Obligors, or any of them, to pay the amounts due under or to perform any obligation required by the Note, this Mortgage, or

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any other Loan Document; shall not affect the guaranty of any person or entity for the payment of the indebtedness secured thereby; and shall not affect the lien or priority of lien hereof, except and only to the extent expressly agreed to by the Mortgagee in writing.

35. Security Agreement. It is the intention of the Mortgagor and the Mortgagee that this Mortgage shall also constitute a security agreement (with the Mortgagee being the secured party thereunder) with respect to those portions of the Premises which are subject to Article 9 of the Uniform Commercial Code as in effect from time to time in the State of Illinois ("UCC"), and the Mortgagor hereby grants to the Mortgagee a security interest in such portions of the Premises, and all proceeds thereof. Mortgagee may file this Mortgage, or a copy thereof, or a financing statement given pursuant hereto or pursuant to any other Loan Document, in the real estate records or other appropriate index as a financing statement for any of such portions of the Premises and so filed, such shall constitute a fixture filing. Mortgagor agrees to execute and deliver to the Mortgagee, upon the Mortgagee's request, any financing statements as well as extensions, renewals and amendments thereof, and copies of this Mortgage in such form as the Mortgagee may require to perfect a security interest in such portions of the Premises. Mortgagor shall pay all costs of preparation and filing such financing statements and any extensions, renewals, amendments, or releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements which the Mortgagee may reasonably require. Mortgagor shall not, without the prior written consent of the Mortgagee, create or suffer to be created, any other security interest in said portions of the Premises, including any replacements or additions thereto. In the event of the Mortgagor's default under the terms and provisions of any one or more of the Note, this Mortgage or any other Loan Document, in addition to all other rights and remedies enumerated herein or otherwise available to the Mortgagee at law, in equity, or under said documents, the Mortgagee shall have all of the rights and remedies available to a secured party under the UCC, in effect from time to time. With respect to any portion of the Premises subject to the UCC, any reference to foreclosure in this Mortgage shall also be deemed to include any method of disposition of collateral authorized under Article 9 of the UCC, whether judicial or non-judicial. The Mortgagee, at its sole and unfettered option, may dispose of any portion of the Premises subject to the UCC, separately from or together with other portions of the Premises, and in any order whatsoever. Written notice, when required by law, given to the Mortgagor at least ten (10) business days before the date of a proposed disposition of the Premises, or any part thereof, shall be reasonable notice.

36. Estoppel Certificate. Mortgagor shall, within ten (10) business days after a written request by the Mortgagee, furnish the Mortgagee with a written statement, duly acknowledged, setting forth the sums secured by this Mortgage.

37. Release. Upon the payment and discharge of all indebtedness secured hereby and pursuant to the terms of any other Loan Document and the payment of a reasonable fee to the Mortgagee for the preparation and execution thereof, the Mortgagee shall execute and deliver a release of the lien of this Mortgage.

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38. Mortgagee's Lien for Service Charges and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures, in addition to any loan proceeds disbursed from time to time, the repayment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the indebtedness to be secured hereby, all in accordance with the loan commitment issued in connection with this transaction.

39. Maximum Amount of Indebtedness Secured. Notwithstanding any provision of this Mortgage permitting any additional sums to be advanced on or after the date hereof, whether as additional loans or for any payments authorized hereby, the total amount of indebtedness secured by this Mortgage shall not at any time exceed three (3) times the amount of the principal under the Note.

40. Successors and Assigns. This Mortgage shall be assignable by the Mortgagee, and all representations, warranties, covenants, powers and rights herein contained shall be binding upon the Mortgagee and the Mortgagor and their respective successors and permitted assigns, if any, and shall inure to the benefit of the Mortgagee and its successors and assigns, and the Mortgagor, and, but only to the extent permitted hereunder, its successors and assigns. It is expressly intended, understood and agreed that this Mortgage is made and entered into for the sole protection and benefit of the Mortgagee and its successors and assigns and no other person or persons shall have any right of action hereon or benefits hereunder. The terms used to designate any of the parties herein shall be deemed to include their respective successors and assigns, and the term "Mortgagee" shall also include any lawful owner, holder, or pledgee of the indebtedness secured hereby.

41. Power of Attorney. Any appointment of the Mortgagee as attorney-in-fact for the Mortgagor as set forth in this Mortgage confers upon the Mortgagee a power coupled with an interest, and any such appointment is irrevocable during the duration of this Mortgage.

42. Conflicts. In the event of any conflict between the terms hereof and the terms of the Note or any other Loan Document, the terms and provisions of this Mortgage shall control.

43. Notices. Any notice, demand or communication of any kind which the Mortgagor or the Mortgagee may desire or be required to give to the other shall be in writing and shall be sufficiently served by delivering the same personally or by depositing the same in the United States Mail, Certified Mail, postage prepaid, or with an express courier, freight charges paid, addressed to the other party at the following addresses:

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If to Mortgagor: c/o John McGinnis
Law Office of John McGinnis
10 South LaSalle Street, Suite 3500
Chicago, Illinois 60603

or

c/o Peter Limperis
Attorney at Law
5624 West 79th Street
Burbank, Illinois 60459

if to the Mortgagee 201 LOAN LLC
c/o Arnstein & Lehr LLP
120 S. Riverside Plaza, Suite 1200
Chicago, Illinois 60606
Attn: Konstantinos Armiros

or at such other address as either party may from time to time designate by like notice to the other. Any notice so sent shall be deemed to have been given one (1) business day after the day of its sending.

44. Amendment. This Mortgage may not be amended, changed, modified or terminated, except by written instrument executed by the Mortgagor and the Mortgagee.

45. Severability. If any term, covenant or condition of this Mortgage or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Mortgage, or the application of such terms, covenants, or conditions to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each and every other term covenant or condition of this Mortgage shall be valid and be enforceable to the fullest extent permitted by law.

46. Construction. The language in all parts of the Mortgage shall be in all cases construed simply according to its fair meaning, and not strictly for or against any party. All words used herein in the singular number shall extend to and include the plural number. All words used herein in the plural number shall extend to and include the singular number. All words used in any gender, male, female or neuter, shall extend to and include all genders as may be applicable in any particular context. Captions and headings contained in this Mortgage are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Mortgage or the intent of any provision of this Mortgage.

47. Business Day. When used herein, the term "business day" shall mean any day other than a Saturday, Sunday or official national or State of Illinois holiday. If

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any payment to be made or obligation to be performed hereunder is to be made or performed on a day other than a business day, it shall be deemed to be made or performed in a timely manner if done on the next succeeding business day.

48. Incorporation of Recitals and Exhibits. The recitals set forth at the beginning of this Mortgage and the exhibits attached hereto are hereby incorporated into and expressly made a part of this Mortgage.

49. Governing Law. This Mortgage shall be governed and be construed in accordance with the laws of the State of Illinois.

50. Parties Not Partners. Nothing contained in the Note, this Mortgage or any other Loan Document shall constitute the Mortgagee, or any of its administrators, successors, or assigns, as partners with, or agents for, or principals of, the Mortgagor or any of its successors or assigns.

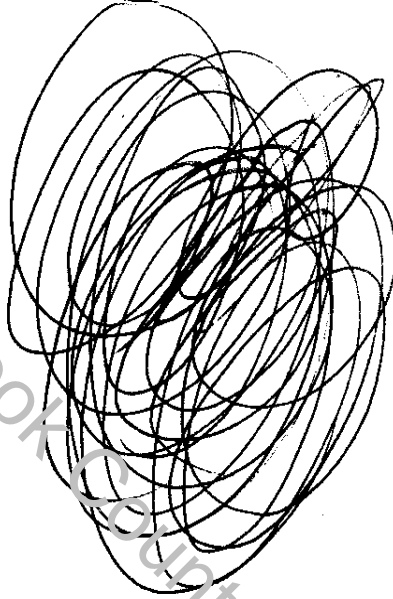
51. Revolving Credit. This Mortgage is given to secure, in part, a "Revolving Credit" Loan, as that term is defined in 815 ILCS 205/4.1, and secures not only the indebtedness evidenced by the Note existing on the date hereof, but all future advances made within 20 years from the date of this Mortgage, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage, irrespective of whether an advance is made at the time of the execution of this Mortgage, or whether any indebtedness is outstanding at the time any future advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time.

52. Trustee Exculpation. This Mortgage is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee hereby warrants that it possesses full power and authority to execute this Mortgage and to give the waiver of the Mortgagor's right of redemption set forth hereinabove. It is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this paragraph, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the Premises hereby conveyed and the rents, issues, revenues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) any other security given to secure said indebtedness; (3) the personal liability of the Guarantor, co-signor, surety or endorser of

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the Note, or other Loan Documents; and (4) the beneficiary of the Trust first stated above, if any. Trustee does not warrant.

[SIGNATURE PAGE TO FOLLOW.]



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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered as of the date first above written.

MORTGAGOR:

CHICAGO TITLE LAND TRUST, ^{COMPANY} not personally but solely as trustee under the Trust Agreement dated February 13, 1996 as Trust Number 960121

By: *Nancy A. Carlin*
Its: Asst Vice President

Konstantinos D. Antoniou
KONSTANTINOS D. ANTONIOU, individually

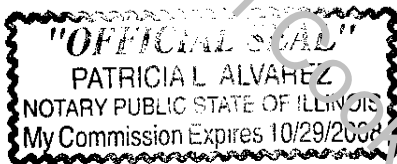
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Nancy A. Carlin, Asst Vice President of Chicago Title Land Trust, and _____ of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst Vice President and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said company, as Trustee, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, IL, this 1st day of Aug, 2007.

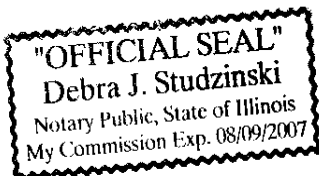


[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, D.J. Studzinski, a Notary Public in and for the County and State aforesaid, do hereby certify that KONSTANTINOS D. ANTONIOU, 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 he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, IL, this 27 day of July, 2007.



[Signature]
Notary Public

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EXHIBIT A

Legal Description

LOT 3 IN J.T. BRIGHT AND SON'S RESUBDIVISION OF THE EAST ½ OF BLOCK 15 (EXCEPT THEREFROM AND PORTION THEREOF, IF ANY, USED FOR ALLEYS) IN OLIVER L. WASTON'S FIVE ACRE ADDITION TO CHICAGO, BLOCKS OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2852 N. Mobile, Chicago, Illinois

P.I.N.: 13-29-122-018

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EXHIBIT B

Permitted Exceptions

1. That certain Mortgage given by CHICAGO TITLE LAND TRUST, not personally but solely as successor trustee to Commercial National Bank of Berwyn under the Trust Agreement dated February 13, 1996 and known as Trust Number 960121 and KONSTANTINOS D. ANTONIOU in favor of 201 LOAN LLC, an Illinois limited liability company dated July ____, 2007, and recorded ____, 2007, as document number ____;

NOTE: All references in this Exhibit B to recorded documents refer to documents recorded in the Office of the Recorder of Deeds of Cook County, Illinois.