

# UNOFFICIAL COPY

This instrument was prepared  
by and after recording return to:

Banco Popular North America  
9600 W. Bryn Mawr  
Rosemont, Illinois 60018



Doc#: 0817849067 Fee: \$62.  
Eugene "Gene" Moore RHSP Fee: \$10  
Cook County Recorder of Deeds  
Date: 06/26/2008 03:33 PM Pg: 1 of

## MORTGAGE

THIS MORTGAGE (the "Mortgage") is effective as of December 25, 2007, between **ASPIRE OF ILLINOIS, f/k/a Proviso Association for Retarded Citizens**, an Illinois Company, with a mailing address at 9901 Derby Lane, Westchester, IL 60154 (the "Mortgagor"), and **BANCO POPULAR NORTH AMERICA**, having an office at 9600 West Bryn Mawr, Rosemont IL 60018 (together with its successors and assigns, the "Lender").

### WITNESSETH:

WHEREAS, Lender is the owner and holder of that certain Secured Promissory Draw Note dated October 25, 2001 made by Mortgagor to Lender in the original principal amount of \$1,700,000.00 (the "Revolving Note") evidencing a line of credit from Lender to Mortgagor. This Note was modified by that certain First Modification to Revolving Credit Note, Mortgage and Credit Agreement dated July 15, 2002 to increase the principal amount from One Million Seven Hundred Thousand and no/100 Dollars (\$1,700,000.00) to One Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$1,850,000.00) and further increased to \$2,250,000.00 by that Revolving Credit Note dated November 25, 2006. As of the date hereof, the maximum principal amount of the Revolving Note is \$2,250,000.00. The principal amount outstanding under the Revolving Note as of the date hereof is **\$2,250,000.00**; and

WHEREAS, Lender is the owner and holder of that certain Construction Note dated March 8, 2002 made by Mortgagor to Lender in the original principal amount of \$765,000.00, which note was modified to a term note in the principal amount of \$200,000.00 pursuant to the terms of that certain Note Modification Agreement dated June 1, 2006 and executed by Borrower and Lender (the "Term Note"). The principal amount outstanding under the Term Note as of the date hereof is **\$200,000.00** (the Revolving Note and the Term Note are hereinafter collectively referred to as the "Notes").

WHEREAS, Mortgagor has requested that Lender extend the Maturity Date of the Revolving Note; and

WHEREAS, as an inducement to Lender to extend the Maturity Date of the Revolving Note, Mortgagor has agreed to execute this Mortgage as security and collateral for the Revolving Note and the Term Note.

# UNOFFICIAL COPY

NOW, THEREFORE, to secure any and all indebtedness pursuant to the terms of the Revolving Note and the Term Note, and any and all present and future debts, obligations and liabilities of Mortgagor to the Lender pursuant to this Mortgage and the Notes, as the same may be amended, renewed, modified, supplemented or extended from time to time, and any and all other debts, obligations, and liabilities of the Mortgagor to Lender, heretofore, now or hereafter made, incurred or created of whatever nature, whether direct or indirect, or contingent, joint and/or several, whether incurred heretofore, herewith or hereafter and to secure the performance and observance by Mortgagor of each and every term, covenant, agreement and condition contained herein, in the Notes, and in all other agreements between Mortgagor and Lender whether now of at any time hereafter existing (the "Obligations"), and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is acknowledged, the Mortgagor does by these presents MORTGAGE, ASSIGN, TRANSFER, SET OVER, CONVEY AND WARRANT unto the Lender, and the Lender's successors and assigns, the real estate described on the attached Exhibit A and together with all of the Mortgagor's estate, right, title and interest in that real estate, situated in the city of Bellwood, in the city of Hillside, county of Cook, in the state of Illinois (the "Real Estate");

TOGETHER WITH (a) all buildings, structures, improvements, tenements, easements, fixtures, equipment, and appurtenances belonging to the Real Estate, (b) all rents, issues, and profits of the Real Estate, (c) all apparatus, equipment, or articles from now on used in or on the Real Estate to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, floor coverings, and/or beds, awnings, stoves, and water heaters, (d) all other apparatus, equipment, fixtures, articles or other personal property of the Mortgagor used in connection with the ownership, operation or construction of or upon the Real Estate (including, without limitation, the Mortgagor's books and records). All of the items listed are declared to be a part of the Real Estate whether physically attached to the Real Estate or not, and it is agreed that all similar apparatus, equipment, fixtures or other personal property from now on placed in or on the Real Estate by the Mortgagor or its successors or assigns after the date of this Mortgage will be considered as constituting part of the Real Estate. The property described in this paragraph together with the Real Estate is from now on in this document referred to as the "Premises."

TO HAVE AND TO HOLD the Premises unto the Lender, and the Lender's successors and assigns, forever, for the purposes and uses set forth in this Mortgage, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits the Mortgagor do expressly release and waive.

THE MORTGAGOR FURTHER REPRESENTS, WARRANTS, COVENANTS, AND AGREES AS FOLLOWS

1. Repair; Restoration; Compliance With Law. The Mortgagor will (a) promptly repair, restore, and rebuild any buildings or improvements (or portions thereof) now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly permitted in this Mortgage; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of the prior lien to the Lender; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (e) comply with all laws,

# UNOFFICIAL COPY

codes, statutes, rules, ordinances, regulations or other requirements of governmental authorities (collectively, "Laws") with respect to the Mortgagor or the Premises and the use of the Premises; and (f) make no material alterations in the Premises except as required by Law or approved by the Lender.

2. Real Estate Taxes. The Mortgagor will pay all general real estate taxes, special taxes, special assessments, water charges, sewer service charges, and other assessments and charges which may be levied or assessed against the Premises by virtue of any law and/or assessment now or hereinafter in force upon or against said Premises, or against Lender upon this Mortgage or the Obligations secured by this Mortgage, or upon Lender's interest in the Premises, and will, upon written request, furnish to the Lender duplicate receipts for those payments.

3. Protective Advances. In the case of a default under this Mortgage, Lender may, but need not, make any payment or perform any act required of the Mortgagor in any form and manner deemed expedient, and, in addition thereto, may, but need not, make full or partial payments of principal or interest on prior or subordinate encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior or subordinate lien, title, or claim on the Premises, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All amounts paid for any of the purposes authorized above and all expenses paid or incurred in connection with the purposes authorized above, including attorney's fees, and any other moneys advanced by the Lender to cure the Mortgagor's default or to protect the Premises and the Lender's lien on the Premises, will be additional indebtedness secured by this Mortgage and will become immediately due and payable without notice and with interest charged at the default rate specified in the Notes (the "Default Rate"). Inaction of the Lender will never be considered as a waiver of any right accruing to the Lender on account of any default on the part of the Mortgagor. The Lender making any payment authorized by this Mortgage relating to taxes or assessments, may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement, or estimate or into the validity of the tax, assessment, sale, forfeiture, tax lien, title, or claim.

4. Inspection. The Lender will have the right, upon reasonable prior notice, to inspect the Premises together with all books and records at all reasonable times.

5. Impounds. At the Lender's election, the Mortgagor will periodically deposit with the Lender such sums as the Lender may reasonably require for payment of taxes, insurance, and assessments on the Premises. No deposit will bear any interest.

6. Release. Lender will release this Mortgage and the lien of this Mortgage by proper instrument upon payment and discharge of all Obligations secured by this Mortgage and payment of a reasonable fee to Lender for the execution of such release.

7. Insurance and Casualty. Mortgagor will keep the improvements on the Premises insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in all amount(s) without co-insurance at least equal to the full value of the improvements on the Premises, and shall pay the premiums when due. The policies shall contain the standard mortgage loss payee clause in favor of Lender (said clause shall identify Lender as "mortgagee loss payee") and each such insurer is hereby authorized and directed to make payments for loss directly to Lender unless

# UNOFFICIAL COPY

Lender otherwise agrees in writing. The originals of all policies covering the Premises shall be deposited with Lender. Mortgagor shall promptly give notice of loss to insurer(s) and Lender. All proceeds from such insurance shall be applied, at Lender's option, to either any of the Obligations (without prepayment penalty) or to the restoration of improvements on the Premises. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the Obligations secured hereby, all right, title and interest of Lender in or to any insurance then in force shall pass to the purchaser or grantee.

In addition to other remedies available under this Mortgage, if after Lender's reasonable request the Mortgagor fails to provide Lender with evidence of the insurance coverage required to be carried by the Mortgagor under this Mortgage, Lender may purchase such insurance at the Mortgagor's expense for the purpose of protecting Lender's interest in the Premises. Any insurance purchased by Lender may, but need not, protect the interest of the Mortgagor in the Premises. The insurance coverage purchased by Lender may or may not pay any claim that the Mortgagor makes or any claim that is made against the Mortgagor in connection with the Premises. Provided that Lender has not commenced foreclosure proceedings, elected to accelerate the amounts due and owing under the Notes, and the Mortgagor is not otherwise in default under this Mortgage, the Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that the Mortgagor has obtained insurance as required by this Mortgage. If Lender purchases insurance for the Premises, the Mortgagor will be liable and will reimburse Lender for the costs of that insurance, including, but not limited to the interest, labor charges, and other charges that Lender reasonably imposes in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of insurance purchased by Lender may be added to the total outstanding balance or obligation secured by this Mortgage and evidenced by the Note(s). The costs of the insurance purchased by Lender may exceed the cost of insurance the Mortgagor would otherwise be able to obtain.

8. Condemnation. Mortgagor hereby assigns to Lender, as additional security, all awards of damage resulting from condemnation proceedings or the taking of the Premises for public use, and the Mortgagor agrees that the proceeds of all such awards shall be paid to Lender and applied as Lender determines to rebuilding of the Premises or to any Obligations (without prepayment penalty).

9. No Transfer; Due on Sale. The Mortgagor will not, without the Lender's prior written consent (which consent may be withheld in the Lender's sole and absolute discretion), whether directly, indirectly, by operation of law or otherwise, transfer, sell, convey, alien, pledge, hypothecate, encumber, or mortgage all or any portion of the Premises or any legal or equitable interest in the Premises (any of the foregoing being a "Transfer"), regardless of form. Any violation of the foregoing provisions of this section 9 will immediately be deemed a default and all Obligations secured by this Mortgage shall become immediately due and payable at Lender's option. Lender may, without notice to Mortgagor, deal with any transferee or with his interest in the same manner as with Mortgagor, without in any way discharging Mortgagor's liability or the Obligations. In the event there is a transfer or conveyance of any interest in the Premises, the Lender shall be entitled to all payments and/or consideration received by the Mortgagor pursuant to or by virtue of that transfer or conveyance; this provision shall not in any manner be construed to limit any of the rights or remedies of the Lender, nor shall it in any

# UNOFFICIAL COPY

manner be construed to imply or otherwise indicate that the Mortgagee consents to any such transfer.

10. Indemnification. The Mortgagor will defend, indemnify, save, and hold harmless the Lender from and against, and promptly pay to, or reimburse the Lender for, all loss, cost, expense, and liability the Lender may suffer or incur (regardless of whether contingent, direct, consequential, liquidated, or unliquidated), including, but not limited to, all attorneys' fees and court costs, incurred by or asserted against the Lender resulting from, arising out of, relating to, or caused by any action or inaction of the Mortgagor, or any condition existing on, under, or in the Premises, including, without limitation, the following: (a) The breach or inaccuracy of any representation, warranty, agreement, or covenant of the Mortgagor set forth in the Loan Agreement, this Mortgage, or any other document executed in connection with the Facilities, (b) The release or threatened release (as such terms are used in CERCLA, 42 U.S.C. 9607 (a)(4)) of any waste, pollutant, hazardous or toxic substance or waste, special waste, petroleum, petroleum-based substance or waste, product or by-product, or any constituent of any such substance, waste or product (collectively, "Contaminant") at or from the Premises into the indoor or outdoor environment; (c) The off-site migration, at any time of any Contaminant located in or on the Premises; or (d) The presence of asbestos or asbestos-containing material, lead, petroleum, petroleum products or an other Contaminant in or on the Premises.

11. Representations and Warranties. The Mortgagor represents and warrants the following as of the date of this Mortgage and agrees that the following will be true and correct at all times during the term of this Mortgage:

(a) the Mortgagor is seized of an indefeasible estate in fee simple to the Premises has good right, full power, and lawful authority to mortgage and pledge the same as provided in this Mortgage, and the Mortgagor may at all times peaceably and quietly enter upon, hold, occupy, and enjoy the Premises in accordance with the terms of this Mortgage;

(b) there are no actions, suits, or proceedings pending, or, to the best of the Mortgagor's knowledge, threatened, against or affecting the Mortgagor or the Premises;

(c) electric, sewer, water, telephone facilities and any other necessary utilities are, and the Mortgagor will cause those facilities at all times to be, available in sufficient capacity to service the Premises satisfactorily, and any easements necessary to the furnishing of utility service to the Premises have been obtained and duly recorded or registered;

(d) the Mortgagor has obtained all necessary consents, approvals, licenses, and permits in connection with the Premises, and any construction contemplated to be performed on the Premises, and the granting of this Mortgage;

(e) The Premises complies in all respects with all applicable Laws; and

(f) the Mortgagor is not in default under any other mortgage encumbering the Premises.

12. Titles; Liens. The Mortgagor represents and warrants that, upon delivery of this Mortgage to the Lender, it will own good and merchantable fee title to the Premises, subject to

# UNOFFICIAL COPY

no monetary liens other than this Mortgage (the first lien) and taxes not yet due and payable. The Mortgagor represents and warrants that no mechanics', laborers', materialmen's, statutory, or other lien or encumbrance, other than the liens set forth in the previous sentence, and utility easements, have been created upon or against the Premises, and the Mortgagor agrees that it will not permit or suffer any liens or encumbrances of any kind, other than as set forth in this section, to be filed against the Premises for so long as any Obligations are outstanding.

13. Financial Statements. The Mortgagor agrees to provide to Lender such financial statements and other information concerning the condition of Mortgagor and/or the Premises as Lender may from time to time request.

14. Default, Acceleration. Any one of the following events shall constitute a default of this Mortgage and of any Obligations, howsoever evidenced, secured by this Mortgage:

- (a) A failure by Mortgagor to make a payment on any Obligation when due;
- (b) If any representation or warranty made in this Mortgage or otherwise to induce Mortgagee to extend credit to Mortgagor is false in any material respect when made;
- (c) Mortgagor, a guarantor or other surety for any Obligation dies or ceases to exist;
- (d) Mortgagor fails to observe or perform or breaches any of the covenants or agreements contained in this Mortgage;
- (e) The breach of any term in any evidence of or documents relating to any Obligation or loan agreement or other agreements by Mortgagor;
- (f) Any act done or permitted by Mortgagor whereby the Premises shall be weakened, diminished, or impaired;
- (g) If Mortgagor or other person shall (1) apply for or consent to the appointment of a receiver or trustee for Mortgagor or Mortgagor's assets, (2) be unable or admit in writing to an inability to pay debts as they mature, (3) make a general assignment for the benefit of creditors, (4) be adjudicated a bankrupt or insolvent, or be the subject of an order for relief entered in a court of applicable jurisdiction, (5) file a voluntary petition seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization or insolvency proceeding, or (6) take any action for the purpose of effecting any of the foregoing;
- (h) Any event which causes Lender in good faith to deem itself insecure;
- (i) If Mortgagor is a corporation, then (1) a transfer or sale by Mortgagor or shareholders of Mortgagor of a majority of the issued and outstanding stock of any class or type of Mortgagor for any reason, without the prior written consent of Mortgagee; or (2) the issuance by Mortgagor of stock of any class or type to any person(s) or in any manner so as to change the

# UNOFFICIAL COPY

now existing proportionate ownership and control interest of the existing shareholders of Mortgagor, without the prior written consent of Mortgagee;

(j) If Mortgagor is a partnership or a limited liability company, then any change in the identity of the partners or members and/or said partners' or members' proportionate ownership interest or control of the partnership or the limited liability company, without the prior written consent of Mortgagee;

In the event of a default, all Obligations secured by this Mortgage including all amounts which may be or have been advanced by Lender to protect the security of this Mortgage, shall, at the option of the Lender and without notice, notice hereby being expressly waived, be due and payable immediately.

## 15. Remedies Upon Event of Default.

(a) When the Obligations become due, whether by acceleration or otherwise, the Lender will have the right to foreclose the lien of this Mortgage in accordance with applicable law. In any suit to foreclose the lien of this Mortgage, there will be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Lender for attorneys' fees, appraiser's fees, taxes, assessments, and insurance premiums paid by the Lender, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches, title examinations, environmental reports, title insurance policies, and similar data and assurances with respect to title as the Lender may deem to be reasonably necessary either to prosecute the suit or to evidence to bidders at any sale which may be had pursuant to the decree the true condition of the title to or the value of the Premises. All such expenditures and expenses set forth in this section will become additional indebtedness secured by this Mortgage and immediately due and payable, with interest charged at the Default Rate, when paid or incurred by the Lender in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which the Lender will be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any of the Obligations; or (ii) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security of this Mortgage.

(b) The proceeds of any foreclosure sale of the Premises will be distributed and applied in the following order of priority: first, all costs and expenses related to the foreclosure proceedings, including all such items mentioned in the preceding subsection; second, all Obligations other than principal and interest; third, all principal and interest unpaid on the Notes; fourth, any remainder to the Mortgagor.

(c) Upon, or any time after, the filing of a complaint to foreclose this Mortgage the court in which the complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of the Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises will be occupied as a homestead or not, and the Lender may be appointed as the receiver. Such receiver will have power to

# UNOFFICIAL COPY

collect the rents, issues, and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of the period. The court from time to time may authorize the receiver to apply the net income in payment in whole or in part of: (i) the indebtedness secured by this Mortgage, or by any decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to foreclosure sale; and (ii) the deficiency in case of a sale and deficiency.

(d) No action for the enforcement of the lien or of any provision of this Mortgage will be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Facilities secured by this Mortgage.

(e) Upon any foreclosure sale, the Lender may bid for and purchase all or any portion of the Premises and, upon compliance with the terms of the sale and applicable law, may hold, retain, and possess and dispose of such property in its own absolute right without further accountability. Upon any foreclosure sale, the Lender may apply any or all of the Obligations toward the purchase price.

(f) The Mortgagor agrees, to the full extent permitted by law, that in the event of a default, neither the Mortgagor nor anyone claiming through or under them will set up, claim, or seek to take advantage of any appraisal, valuation, stay, or extension laws or any so-called "Moratorium Laws," now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises, or the final and absolute putting into possession of the Premises, immediately after such sale, of the purchaser thereat, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Premises marshalled upon any foreclosure of the lien of this Mortgage and agree that the Lender, or any court having jurisdiction to foreclose the lien, may sell the Premises in part or as an entirety. To the full extent permitted by law, the Mortgagor waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, and on behalf of each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. The Mortgagor agrees, to the extent permitted by law, that no recovery of any judgment by the Lender, and no attachment or levy of execution upon any of the Premises or any other property of the Mortgagor, will in any way affect the lien of this Mortgage upon the Premises, or any part of the Premises, or any lien, rights, powers, or remedies of the Lender under this Mortgage, but the lien, rights, powers, and remedies will continue unimpaired as before, until the Obligations are paid in full.

16. No Waiver. No delay or omission of the Lender to exercise any right, power, or remedy accruing upon and during the continuance of any Event of Default will exhaust or impair any right, power, or remedy, or be construed to waive any Event of Default or to constitute acquiescence therein. Every right, power, and remedy given to the Lender may be exercised from time to time and as often as deemed expedient by the Lender. No waiver of any Event of



# UNOFFICIAL COPY

Default under this Mortgage will extend to or affect any subsequent Event of Default or any other Event of Default then existing, or impair any rights, powers, or remedies consequent.

17. Remedies Not Exclusive. No right, power, or remedy conferred upon or reserved to the Lender by this Mortgage, or the Notes is exclusive of any other right, power, or remedy, but each and every such right, power, and remedy will be cumulative and concurrent and will be in addition to every other right, power, and remedy given under this Mortgage and the Notes whether now or hereafter existing, or at law or in equity.

18. Severability. If any of the covenants, agreements, terms, or provisions contained in this Mortgage will be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained in this Mortgage will be in no way affected, prejudiced, or disturbed.

19. Modifications to this Mortgage. Neither this Mortgage nor any term of this Mortgage may be changed, waived, discharged, or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought. Any agreement hereafter made by the Mortgagor and the Lender relating to this Mortgage will be superior to the rights of the holder of any intervening, junior, or subordinate lien or encumbrance.

20. Governing Law. This Mortgage will be construed, interpreted, enforced, and governed by and in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of Illinois.

21. Further Assurances. At any time and from time to time, upon the Lender's request, the Mortgagor will make, execute, and deliver, or cause to be made, executed, and delivered, to the Lender, and where appropriate will cause to be recorded, registered, or filed, and from time to time thereafter to be re-recorded, re-registered, and re-filed at such time and such offices and places as will be deemed desirable by the Lender, any and all further mortgages, instruments of further assurance, certificates, and other documents as the Lender may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of the Mortgagor under this Mortgage, and the lien of this Mortgage as lien and security interest upon all of the Premises, whether now owned or hereafter acquired by the Mortgagor, and unto all and every person or persons deriving any estate, right, title, or interest under this Mortgage. Upon any failure by the Mortgagor to do so, after having been requested to do so in writing by the Lender, the Lender may make, execute, record, register, file, re-record, re-register, or re-file any and all such mortgages, instruments, certificates, and documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Lender the agent and attorney-in-fact of the Mortgagor (which agency is coupled with an interest) to do so. The lien and security interest of the document(s) will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Premises or any part of the Premises.

22. Time is of the Essence. It is specifically agreed that time is of the essence of each and every provision of this Mortgage.

# UNOFFICIAL COPY

23. Notices. All notices, requests, and demands to be made under this Mortgage will be in writing and given in accordance with the terms of the Loan Agreement.

24. Construction Mortgage. To the extent construction is performed on the Premises, this Mortgage will be a construction mortgage, as that term is defined in Section 9-313(1)(c) of the Uniform Commercial Code, as adopted by the State of Illinois.

25. Future Advances. The lien of this Mortgage shall be valid as to all Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Mortgaged Property is located. The total amount of the Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Obligations (including disbursements which Lender may make under this Mortgage, or any other document or instrument evidencing or securing the Obligations), at any time outstanding, shall not exceed the amount referred to in Section 26 of this Mortgage. This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including statutory liens, except taxes and assessments levied on the Premises, to the extent of the maximum amount secured hereby.

26. Maximum Principal Indebtedness. This Mortgage secures a maximum principal indebtedness of **\$4,900,000.00**.

27. Costs, Expenses and Attorneys' Fees. In case of default, whether abated or not, and except as otherwise provided in documents evidencing the Obligations secured hereby, to the extent not prohibited by law, all Lender's expenses for purpose of collection, including actual attorneys' fees, and all costs and disbursements if legal action is necessary, and all expenses of Lender including, without limitation, title evidence, surveys, appraisals and insurance shall be added to the Obligations, and become due as incurred, and in the event of foreclosure, be included in the judgment. In the event the position of the Lender is challenged in any manner or the Lender is named in any action, proceeding or lawsuit for any reason involving any of the Mortgagor(s) or the Premises immediately upon request of the Lender, Mortgagor shall pay the Lender all expenses of every kind pertaining thereto including, without limitation, its actual attorney's fees, costs, disbursements, and expenses, which sum if not paid shall be added to the Obligations and become due as incurred, and may be included in any judgment.

28. Successor and Assigns. This Mortgage and all its provisions, will extend to and be binding upon the Mortgagor and its successors and assigns, all persons claiming under or through the Mortgagor, and the word "the Mortgagor" when used in this Mortgage will include a trustee in bankruptcy and all such persons and all persons otherwise liable for the payment of the Obligations or any part of the Obligations, whether or not such persons have executed this Mortgage. Nothing contained in this Section will be deemed to permit any Transfer. The word "Lender" when used in this Mortgage will include the successors and assigns of the Lender named in this Mortgage and the holder or holders, from time to time, of the Note(s) secured by this Mortgage.

29. Consent to Jurisdiction. **Mortgagor hereby consents to the exclusive jurisdiction of any state or federal court situated in Cook County, Illinois, and waives any objection based on lack of personal jurisdiction, improper venue or *forum non conveniens*, with regard to any actions, claims, disputes or proceedings relating to this Mortgage, the**

# UNOFFICIAL COPY

Notes, or any other document delivered hereunder or in connection herewith, or any transaction arising from or connected to any of the foregoing. Mortgagor waives personal service of any and all process upon it, and consents to all such service of process made by mail or by messenger directed to it at the address specified below. Nothing herein shall affect the Lender's right to serve process in any manner permitted by law, or limit the Lender's right to bring proceedings against Mortgagor or its property or assets in the competent courts of any other jurisdiction or jurisdictions.

30. **Waiver of Jury Trial.** Mortgagor hereby waives any and all right to trial by jury in any action or proceeding relating to this Mortgage, the Notes, or any other document delivered hereunder or in connection herewith, or any transaction arising from or connected to any of the foregoing. Lender represents that this waiver is knowingly, willingly and voluntarily given.

Witness the hand and seal of the Mortgagor the day and year first above written.

**MORTGAGOR**

**ASPIRE OF ILLINOIS f/k/a Proviso  
Association for Retarded Citizens**

By: \_\_\_\_\_

Name: \_\_\_\_\_

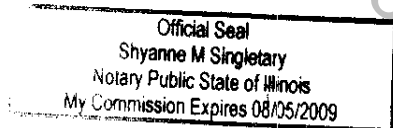
Its: \_\_\_\_\_

# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF                )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JAMES BOLES personally known to me to be the President & CEO of Aspex Illinois, an Illinois not for profit corporation, appeared before me this day in person and acknowledged that, as such JAMES BOLES, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29<sup>th</sup> day of February, 2008.



Shyanne M. Singletary  
Notary Public

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

#### PROPERTY 1:

Parcel 1: THAT PART OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHEAST  $\frac{1}{4}$ , 527.00 FEET SOUTH OF THE SOUTH LINE OF RIGHT OF WAY OF THE FORMER GALENA AND CHICAGO UNION RAILROAD COMPANY, PREDECESSOR OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS THE SAME WAS LOCATED AND ESTABLISHED IN 1848; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST  $\frac{1}{4}$ , A DISTANCE OF 149.42 FEET TO A POINT, SAID POINT BEING ALSO DISTANT 50 FEET SOUTHERLY, MEASURED RADially, FROM THE CENTER LINE OF THE SOUTHERLY (WESTBOUND) MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS THE SAME IS NOW LOCATED AND ESTABLISHED; THENCE EASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 5779.65 FEET (THE LONG CHORD OF WHICH FORMS AN ANGLE OF 88 DEGREES 28 MINUTES 09 SECONDS, MEASURED CLOCKWISE IN THE NORTHEAST QUADRANT, WITH THE WEST LINE OF THE SAID NORTHEAST  $\frac{1}{4}$  AND HAS A LENGTH OF 553.25 FEET, A DISTANCE OF 553.49 FEET TO A POINT OF TANGENT; THENCE EASTERLY ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 121.95 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 136 DEGREES 19 MINUTES 36 SECONDS MEASURED COUNTERCLOCKWISE, FROM THE LAST DESCRIBED LINE, A DISTANCE OF 243.09 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 110 DEGREES 24 MINUTES 19 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 43.7 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A CURVED LINE, HEREIN TO BE KNOWN AS LINE 'A' CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 758.60 FEET AND EXTENDING NORTHWESTERLY FROM A POINT IN THE SOUTH LINE OF THE AFORESAID NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , A DISTANCE OF 54.0 FEET WEST FROM THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD TO A POINT OF INTERSECTION WITH A LINE, HEREIN TO BE KNOWN AS LINE 'B' DRAWN FROM A POINT IN THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD, 303 FEET SOUTH OF THE AFORESAID SOUTH LINE OF THE RIGHT OF WAY OF THE FORMER GALENA AND CHICAGO UNION RAILROAD COMPANY TO THE SAID POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED, THE LAST SAID POINT OF INTERSECTION BEING 440 FEET WEST, AS MEASURED ALONG SAID LINE 'B' OF THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD; THENCE NORTHWESTERLY ALONG SAID LINE 'A', A DISTANCE OF 56.4 FEET, MORE OR LESS, TO ITS POINT OF INTERSECTION WITH SAID LINE 'B'; THENCE WESTERLY ALONG AFORESAID LINE 'B', A DISTANCE OF 799.63 FEET, MORE OR LESS, TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE WEST 95 FEET OF THE ABOVE-DESCRIBED TRACT) ALL IN COOK COUNTY, ILLINOIS.

Parcel 2: THAT PART OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF EASTERN AVENUE 466.0 FEET NORTH OF GRANT STREET, AS WIDENED PER DOCUMENT NO. 18007308; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 9, 450 FEET TO A POINT; THENCE SOUTH ALONG A LINE

# UNOFFICIAL COPY

PARALLEL TO THE WEST LINE OF SAID NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 9, 112.95 FEET; THENCE EAST ALONG A LINE DRAWN PARALLEL WITH AND 362.05 FEET NORTH OF THE SOUTH LINE OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 9, 313.84 FEET; THENCE NORTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 158.13 FEET TO A POINT ON AN ARC, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 758.60 FEET; THENCE NORTHWESTERLY ALONG SAID ARC, A DISTANCE OF 56.44 FEET TO ITS INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF RIGHT OF WAY OF THE CHICAGO JUNCTION RAILROAD 303 FEET SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD TO A POINT ON THE WEST LINE OF SAID NORTHEAST  $\frac{1}{4}$ , 527 FEET SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY, SAID POINT OF INTERSECTION, BEING 440 FEET WEST OF THE WEST LINE OF THE CHICAGO JUNCTION RAILROAD AS MEASURED ALONG SAID DESCRIBED LINE; THENCE WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 766.63 FEET (MEASURED) TO A POINT ON THE EAST LINE OF EASTERN AVENUE; THENCE SOUTH ALONG THE EAST LINE OF EASTERN AVENUE, 61.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 105 EASTERN AVENUE, BELLWOOD, ILLINOIS

PIN: 15-09-200-023

## PROPERTY 2:

PARCEL 1: THE WEST 330 FEET OF THE SOUTH 298.89 FEET OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING IN WOLF ROAD) IN COOK COUNTY, ILLINOIS.

Common Address: 1815 SOUTH WOLF ROAD, HILLSIDE, ILLINOIS

PIN: 15-20-300-043