

# UNOFFICIAL COPY

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 0831022023 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/05/2008 11:36 AM Pg: 1 of 11

Property of Cook County Clerk's Office

The property identified as: **PIN:** 17-09-419-001-0000

**Address:**

**Street:** 221 N. LaSalle St., Suite 764

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60601

**Lender:** Mercantile Commercial Capital, LLC

**Borrower:** UFAC Leasing, LLC

**Loan / Mortgage Amount:** \$258,800.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 7/70 et seq. because it is commercial property.

**Certificate number:** 115BBC2C-CD8D-40AC-BB67-78E53C743B98

**Execution date:** 10/29/2008

MLC DEC 29 2008 010 50F8

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Return recorded original to:  
 Mercantile Commercial Capital, LLC  
 Attn D. Yannucci  
 940 Centre Circle, Suite 3006  
 Altamonte Springs, Florida 32714  
 Document Prepared By:  
 Smith Mackinnon, PA  
 Attn Robert O. Marks, Esq.  
 PO Box 2254  
 Orlando, FL 32802-2254  
 ph 407-843-7300



5078  
 292050-010  
 HUC DEC

**THIS IS A BALLOON MORTGAGE, AND THE FINAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$258,800.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

**MORTGAGE DEED, ASSIGNMENT OF LEASES,  
 AND SECURITY AGREEMENT**

**THIS MORTGAGE DEED, ASSIGNMENT OF LEASES, AND SECURITY AGREEMENT** (this "Mortgage"), dated as of October 29, 2008, by and between **UFAC LEASING, LLC, an Illinois Limited Liability Company**, whose address is 520 Gregory Avenue, Wilmette, Illinois 60091 (hereinafter referred to as "Mortgagor"); and **MERCANTILE COMMERCIAL CAPITAL, LLC, a Florida Limited Liability Company**, whose address is 940 Centre Circle, Suite 3006, Altamonte Springs, Florida 32714 (hereinafter referred to as "Mortgagee").

**WITNESSETH:**

That, in consideration of the premises and in order to secure (a) the payment of both the principal of, and interest and any other sums payable on that certain Promissory Note, dated of even date herewith, executed by Mortgagor in favor of Mortgagee, in the principal amount of **TWO HUNDRED FIFTY-EIGHT THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$258,800.00)** (as the same may be amended, changed, modified, increased, decreased, extended, renewed or substituted for from time to time, the "Note"), any of the other obligations of this Mortgage and (b) the performance and observance of all of the provisions hereof and of said Note and such other obligations, together with the payment and performance of any and all other debts, obligations and liabilities due or to become due Mortgagee from Mortgagor, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee, all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situated in COOK COUNTY, ILLINOIS, more particularly described as follows:

see legal description on Exhibit "A", annexed

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**THIS IS A SECOND MORTGAGE**, junior and inferior to that certain first mortgage in the principal sum of \$323,500.00 in favor of ZIONS FIRST NATIONAL BANK.

**TOGETHER WITH** all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, and profits accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter referred to collectively as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

**TO HAVE AND TO HOLD** the Mortgaged Property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions thereof and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee.

Except for the first mortgage described hereinabove, Mortgagor warrants that Mortgagor has a good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject to no other lien, charge or encumbrance. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

**PROVIDED, HOWEVER**, that if Mortgagor shall pay to Mortgagee the indebtedness evidenced by the Note, with interest upon the terms as provided therein, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage, the final maturity date of the Note and this Mortgage as specified in the Note, and shall perform all other covenants and conditions of the Note, all of the terms of which Note are incorporated herein by reference as though set forth fully herein, and of any renewal, extension or modification, thereof and of this Mortgage and, further, shall pay to Mortgagee any and all other debts, obligations and liabilities due or to become due Mortgagee from Mortgagor, then this Mortgage and the estate hereby created shall cease and terminate.

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Mortgagor further covenants and agrees with Mortgagee as follows:

1. To pay all obligations, including interest, secured hereby when due, as provided for in the Note and in this Mortgage or otherwise, all such obligations to be payable in lawful money of the United States of America at Mortgagee's aforesaid principal office, or at such other place as Mortgagee may designate in writing.
2. To pay when due, and without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefore upon demand. Except for the first mortgage described hereinabove, to immediately pay and discharge any lien, charge or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, charge or encumbrance against the Mortgaged Property.
3. If required by Mortgagee at any time or from time to time, to make monthly deposits with Mortgagee, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the Mortgaged Property and/or one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. If, by reason of any default by Mortgagor under any provision of this Mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants, relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.
4. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage; provided, however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in ILLINOIS; and further provided, however, that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
5. To keep the Mortgaged Property insured against loss or damage by fire, flood, if applicable, and all other risks and perils by an extended coverage endorsement, as Mortgagee in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the Mortgaged Property is situated, shall be in such amount as Mortgagee may reasonably require, shall be issued by a company or companies approved by Mortgagee, and shall contain a standard mortgagee clause with loss payable to Mortgagee. Whenever required by Mortgagee, such policies shall be delivered immediately to and held by Mortgagee. Any and all amounts received by Mortgagee under any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee, in its sole discretion, may elect or, at the option of Mortgagee, the entire amount so received or any part thereof may be released. Neither the application nor the release of any such amounts shall cure or waive any default.

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Upon exercise of the power of sale given in this Mortgage or other acquisition of the Mortgaged Property or any part thereof by Mortgagee, such policies shall become the absolute property of Mortgagee.

6. To first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (a) removing or demolishing any building now or hereafter erected on the premises, (b) altering the arrangement, design or structural character thereof, (c) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (d) cutting or removing or permitting the cutting and removal of any trees or timber on the Mortgaged Property, (e) removing or exchanging any tangible personal property which is part of the Mortgaged Property, or (f) entering into or modifying any leases of the Mortgaged Property.
7. To maintain the Mortgaged Property in good condition and repair including, but not limited to, the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and not to commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
8. To comply with all federal, state and local statutes, laws, rules, regulations, ordinances, covenants and restrictions now or hereafter in force or effect and relating to or affecting the Mortgaged Property or the use thereof, including, but not by limitation, (i) the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq), as amended (the "ADA") (ii) the statutes involving the Americans with Disabilities Act for the state in which the real property is located (the "STADA"), and (iii) all regulations promulgated thereunder, as such acts and regulations thereunder may from time to time be amended or modified and any other laws relating to access of handicapped or disabled persons, and not to cause or permit any violation thereof.
9. If Mortgagor fails to pay any lien, charge or encumbrance which is superior to this Mortgage or, when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein including, but not limited to, condemnation, eminent domain or bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said lien, charge or encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorneys' fees and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such lien, charge, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
10. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the security hereof pursuant to this Mortgage, including all costs, reasonable attorneys' fees and other items of expense, together with interest on each such advancement at the highest lawful rate of interest per annum allowed by the laws of the State of ILLINOIS, and all such sums and interest thereon shall be secured hereby.
11. All obligations secured hereby shall be payable without any relief whatever from any valuation or appraisal laws.
12. If default be made in payment of any installment of principal or interest of the Note or any part thereof when due, or in payment, when due, of any other obligation secured hereby, or in performance of any

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of Mortgagor's obligations, covenants or agreements hereunder or any of the other Loan Documents, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand which are hereby expressly waived, in which event Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of the State of ILLINOIS and Mortgagor shall pay all costs, charges and expenses thereof, including reasonable attorneys' fees, costs and expenses, whether or not incurred at trial, on any retrial, rehearing or appeal or in bankruptcy. The indebtedness secured hereby shall bear interest at the highest lawful rate of interest per annum allowed by the laws of the State of ILLINOIS from and after the date of any such default of Mortgagor. If the Note provides for installment payments, the Mortgagee, at its option, may collect a late charge as may be provided for in the Note, to reimburse the Mortgagee for expenses in collecting and servicing such installment payments.

13. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements hereunder or under any of the other Loan Documents:

- a. Mortgagee is authorized at any time, without notice, in its sole discretion, to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the security and in its own name to sue for or otherwise to collect and receive all rents, income, issues and profits thereof, including those past due as well as those accruing thereafter; and
- b. Mortgagee shall be entitled, as a matter of strict right, without notice and *ex parte*, and without regard to the value or occupancy of the security, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note or other obligations secured hereby, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, income, issues and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of the State of ILLINOIS.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, attorneys' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines or as otherwise may be directed by a court of competent jurisdiction. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, income, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee. Unless Mortgagor and Mortgagee agree otherwise in writing, any application of rents, income, issues or profits to any indebtedness secured hereby shall not extend or postpone the due date of the installment payments as provided in said Note or change the amount of such installments. The entering upon, the taking possession of the Mortgaged Property, the collection of such rents, income, issues and profits, and the application thereof as described herein, shall not waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice. Mortgagor also assigns to Mortgagee, as further security for the performance of the obligations secured hereby, all prepaid rents and all monies which may have been or may hereafter be deposited with Mortgagor by a lessee of the Mortgaged Property, to secure the payment of any rent, and upon default in the performance of any of the

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provisions hereof, Mortgagor agrees to deliver such rents and deposits to Mortgagee. Delivery of written notice of Mortgagee's exercise of rights granted herein, to any tenant occupying said premises shall be sufficient to require said tenant to pay said rent to Mortgagee until further notice.

14. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, or such parcels of the security hereunder, either concurrently or independently, and in such order as it may determine in its sole discretion.

15. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, together with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other debts, obligations and liabilities secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness of Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented, until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

16. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt hereby secured by reason of any past, present or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens, charges or encumbrances by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

17. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent, may:

- a. release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;
- b. make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;

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- c. exercise or refrain from exercising or waive any right Mortgagee may have;
  - d. accept additional security of any kind; and
  - e. release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
18. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the right of the holder of any intervening lien, charge or encumbrance.
19. Mortgagor hereby waives all right of homestead exemption, if any, in the Mortgaged Property.
20. Mortgagor hereby represents and warrants to Mortgagee: (a) that no oil, petroleum, chemicals, liquid or gaseous products, pollutants, hazardous or toxic substances, or hazardous wastes, within the meaning of any applicable law, rule or regulation, are presently stored or otherwise located on or under the Mortgaged Property or on or under any adjacent and contiguous real property owned by Mortgagor or any entity partially or wholly owned by Mortgagor; (b) that no release of any such hazardous or toxic substance or hazardous waste has occurred on the Mortgaged Property or on any adjacent and contiguous real property owned by Mortgagor or any entity partially or wholly owned by Mortgagor; (c) that no part of the Mortgaged Property or any adjacent and contiguous real property owned by Mortgagor or any entity partially or wholly owned by Mortgagor, including the groundwater located thereon, is presently contaminated by such hazardous or toxic substance or hazardous waste; and (d) that Mortgagor has not received any notice from any governmental agency or authority or from any tenant under a lease with respect to any such release of hazardous or toxic substances or hazardous wastes onto the Mortgaged Property or adjacent parcels of real property. Mortgagor further covenants and agrees with Mortgagee that, throughout the term of the Note: (a) all hazardous or toxic substances or hazardous wastes, within the definition of any applicable law, rule or regulation, which may be used or generated by any person for any purpose upon the Mortgaged Property, shall be used or stored thereon only in a safe and approved manner, in accordance with all industrial standards and all laws, rules, regulations and requirements for such storage promulgated by any applicable governmental agency or authority; (b) other than as described in (a) above, the Mortgaged Property will not be used for the purpose of storing such substances or wastes; and (c) other than as described in (a) above, no such storage or use will otherwise be allowed on the Mortgaged Property which will cause, or which may increase the likelihood of causing, the release of such hazardous or toxic substances or hazardous wastes onto the Mortgaged Property. Mortgagor hereby agrees to indemnify and save and hold Mortgagee harmless of and from all loss, cost (including reasonable attorneys' fees, costs and expenses), liability and damage whatsoever incurred by Mortgagee arising out of or by reason of any violation of any applicable law, rule or regulation for the protection of the environment which occurs upon the Mortgaged Property, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation; provided, however, that to the extent that Mortgagee is strictly liable under any such statute or regulation, Mortgagor's obligation to Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation of law which results in liability to Mortgagee. A default under this paragraph shall constitute an event of default under this Mortgage.
21. Mortgagor specifically represents and warrants to Mortgagee: (a) that the use and operation of the Mortgaged Property complies with the ADA and the STADA and will continue to do so at all times; (b) that Mortgagor and the Mortgaged Property, and all tenants and occupants of the Mortgaged Property, are in full compliance with ADA and STADA and Mortgagor and the Mortgaged Property, and all tenants and occupants of the Mortgaged Property shall continue to comply therewith at all times; and (c) Mortgagor has received no notices, whether written or oral, from any individual, organization or entity, or from the



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Department of Justice or any other governmental or quasi-governmental agency or authority, asserting or stating: (i) that the Mortgaged Property, Mortgagor, or any entity or person in possession of any portion of any improvements on the Mortgaged Property, is in violation of the ADA or the STADA; or (ii) that the sender or giver of the notice intends to or may file a complaint, lawsuit, action, or proceeding of any type whatsoever asserting that such a violation exists. If Mortgagor should receive any such notice at any time during the term of the Loan, Mortgagor shall furnish Mortgagee with a copy thereof on or within ten (10) days after receipt. Mortgagor (if more than one, jointly and severally) does hereby indemnify and agree to hold Mortgagee harmless from and against all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions of any kind and nature, including attorney's fees, and all other obligations which the Mortgagee may incur or be exposed to as a result of arising or growing out of or connected with any one or more of the following: (a) the breach of any representation contained in this Section 21; (b) the breach by Mortgagor of any of its obligations under Section 8 or this Section 21 to comply with, or cause the Mortgaged Property to comply with, the ADA, the STADA and all other applicable laws; or (c) any actual or asserted violation, nonperformance, or failure to abide by any requirement imposed upon Mortgagor, the Mortgaged Property or any occupant or tenant of the Mortgaged Property under the ADA, the STADA or any other applicable law. Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's other rights under this Mortgage), at all reasonable times and upon prior written or oral notice, to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to cause the Mortgaged Property to comply with the ADA, the STADA or other applicable laws. If necessary, Mortgagor, upon Mortgagee's request, shall accompany Mortgagee, its agents or representatives on to the Mortgaged Property for the purpose of conducting any such inspection thereof. All reasonable costs and expenses incurred by Mortgagee in the exercise of any rights as described in this Section 21 shall be secured by this Mortgage and shall be payable by Mortgagor upon demand. A default under this paragraph shall constitute an event of default under this Mortgage.

22. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received, at the option of Mortgagee, shall either be applied to the prepayment of the Note and at the rate of interest provided therein, regardless of the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

23. The loan represented by this Mortgage and the Note is personal to the Mortgagor and the Mortgagee made the loan to the Mortgagor based upon the credit of the Mortgagor and the Mortgagee's judgment of the ability of the Mortgagor to repay all sums due under this Mortgage, and therefore this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property. If all or any part of the Mortgaged Property, or any interest therein, is sold, conveyed, transferred (including a transfer by agreement for deed or land contract) or further encumbered by Mortgagor without Mortgagee's prior written consent, excluding the grant of any leasehold interest in the Mortgaged Property not containing an option to purchase, which lease is made in the ordinary course of Mortgagor's business, then in that event Mortgagee may declare all sums secured by this Mortgage immediately due and payable.

24. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability, at the option of the Mortgagee, shall not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been

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contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted by the laws of the State of ILLINOIS.

25. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given effect as though following this covenant in consecutive order.

26. **MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND THE NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING INTO THIS MORTGAGE. FURTHER, MORTGAGOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF MORTGAGEE, INCLUDING MORTGAGEE'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF THE MORTGAGEE, INCLUDING MORTGAGEE'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.**

**THIS IS A BALLOON MORTGAGE, AND THE FINAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$258,800.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage as of the date first above set forth.

witnesses:

(sign) *Paula Podvin*  
(print) Paula Podvin

(sign) *Joyce Lane*  
(print) Joyce Lane

MORTGAGOR:

UFAC LEASING, LLC,  
an Illinois Limited Liability Company

by: (sign) *SD Urban*  
Steven D. Urban  
Manager

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2008 by Steven D. Urban, the Manager of UFAC LEASING, LLC, an Illinois Limited Liability Company, on behalf of said entity.

*Kina L. Clayton*  
Notary Public signature  
produced as identification: DL (seal or stamp)



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**EXHIBIT "A"**

to

**Mortgage, Assignment of Leases, and Security Agreement**

legal description

**PARCEL 1:**

LOTS 7M1, 7M2, 7M3, and 7M4 IN THE LASALLE-WACKER SUBDIVISION RECORDED WITH THE COOK COUNTY RECORD OF DEEDS ON SEPTEMBER 4, 2008 AS DOCUMENT NUMBER 0824816018, BEING A SUBDIVISION OF PART OF LOTS 3 AND 4 IN BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

NON-EXCLUSIVE PERMANENT AND PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1, OVER AND UPON THE COMMON PROPERTIES, AS CREATED BY DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS, MADE BY 221 NORTH LASALLE PARTNERS, LLC, DATED AUGUST 11, 2008 AND RECORDED SEPTEMBER 4, 2008 AS DOCUMENT NUMBER 0824816018, IN COOK COUNTY, ILLINOIS.

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17-09-419-001-000