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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0907511117 Fee: \$86.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/16/2009 02:25 PM Pg: 1 of 26

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 16-06-201-006-0000

Address:

Street: 6707 NORTH AVENUE

Street line 2:

City: OAK PARK

State: IL

ZIP Code: 60301

Lender: JPMORGAN CHASE BANK, NA

Borrower: AFRICAN AMERICAN CHRISTIAN FOUNDATION

Loan / Mortgage Amount: \$256,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 778C78AF-71B4-419F-AE63-7B471B04BB56

Execution date: 02/25/2009

BOX 334 CT

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PREPARED BY:

Crystal Binns

WHEN RECORDED RETURN TO:

JPMorgan Chase Bank, N.A.

Business Banking Loan Servicing

Commercial Loan Services

TX2-F126

P.O. Box 4660

Houston, TX 77210

Property of Cook County Clerk's Office



Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement

THIS MORTGAGE is dated as of February 25, 2009, from African American Christian Foundation, an Illinois Not for Profit Corporation (the "Mortgagor"), whose address is 1145 Westgate Street, Suite 100, Oak Park, IL 60301 to JPMorgan Chase Bank, N.A. and its successors and assigns (the "Mortgagee") whose main office is located at 1111 Polaris Parkway, Columbus, OH 43240-2050 and whose loan production office address is 21 N. Randall Street, Elk Grove Village, IL 60007 (the "LPO State").

The Mortgagor MORTGAGES, GRANTS, CONVEYS AND WARRANTS to the Mortgagee all of the Mortgagor's right, title and interest, now owned or hereafter acquired, in the "Premises." The Premises includes the following:

- (1) The real property, and all the existing or subsequently affixed or erected buildings, structures and improvements on it, described as:

Located in the City of Oak Park, County of Cook, State of Illinois:

LOTS 6 AND 7 IN BLOCK 2 IN ROSALIE HIGHLANDS, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 6707 North Avenue, Oak Park, Illinois 60301;
Tax Parcel Identification No. 16-06-201-006-0000, 16-06-201-007-0000;

- (2) All easements, rights-of-way, licenses, privileges and hereditaments appurtenant to or used in connection with the Premises;

BOX 334 CTI

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- (3) All land lying in the bed of any road, street, alley or the like, opened, proposed or vacated, public or private, or any strip or gore, adjoining the Premises;
- (4) All machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (the "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee;
- (5) All mineral, coal, oil, gas and water rights, royalties, water courses, ditch rights, water and water stock, timber and timber rights, if any;
- (6) All insurance, condemnation and other awards or payments, including interest, made as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; (c) any loss of or damage to any building or other improvement on the Premises; (d) any other injury to or decrease in the value of the Premises; (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises and (f) the reasonable attorneys' and fees and court costs;
- (7) All present and future (a) leases, subleases, licenses and other agreements for the use and/or occupancy of the Premises, oral or written, including, without limitation, all extensions, renewals, replacements and holdovers (collectively, the "Leases") and (b) rents, revenues, income, issues, royalties, profits, bonuses, accounts, cash, security deposits, advance rents and other payments and/or benefits, of every kind or nature, derived from the Leases and/or the Premises, including, without limitation, the Mortgagor's right to enforce the Leases and to receive and collect all payments and proceeds under the Leases (collectively, the "Rents");
- (8) All rights to make divisions of the real estate comprising the Premises that are exempt from the platting requirements of all applicable land division or platting acts, as amended from time to time; and
- (9) All licenses, contracts, permits and agreements required or used in connection with the ownership, maintenance or operation of the Premises.

The Premises are unencumbered except for liens for taxes and assessments not yet due and payable, building and use restrictions of record, zoning ordinances, and any other encumbrances disclosed to the Mortgagee in writing as of the date of this Mortgage ("Permitted Encumbrances"). If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide the Mortgagee copies of all writings pertaining to Permitted Encumbrances and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

The term "Borrower" in this Mortgage means, individually and collectively if more than one, African American Christian Foundation.

This Mortgage secures the Indebtedness.

The term "Indebtedness" in this Mortgage is used in its most comprehensive sense, means and includes any and all liabilities, obligations and debts of every kind and character, plus interest, costs and fees, including Collection Amounts, arising thereon, of Borrower, or any one of them, to Mortgagee or to a third party and subsequently acquired by Mortgagee, now existing or hereinafter incurred or created, whether any such liability is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as endorser, guarantor or surety; whether recovery on the Indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; whether the Indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise; whether incurred or accrued (including interest) during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding; and all renewals, extensions, modifications, consolidations, restatements or consolidations of any Indebtedness.

As examples, and not as limitation, the Indebtedness of Borrower includes: (a) any overdraft in any deposit account of Borrower, accruing for any reason; (b) any obligations, including any overdraft in any deposit account of Borrower, related to Automated Clearing House ("ACH") services or products, deposit account services or products, or treasury management services or products, including any agreement with respect thereto; (c) any transaction (including any agreement with respect

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thereto) between Borrower and Mortgagee or JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option, derivative transaction or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures (each a "Rate Management Transaction"); (d) any obligation related to any loan or credit transaction (including any agreement with respect thereto), whether evidenced by a promissory note, credit agreement, letter of credit application, or any other agreement, including without limitation, the obligation described herein; (e) any obligation related to commercial credit card transactions (including an agreement with respect thereto); (f) any obligation related to any lease (including an agreement with respect thereto); (g) any obligation related to any guaranty of the obligations of others by Borrower; (h) any obligation under a Related Document; (i) Collection Amounts; and (j) all other obligations of Borrower to Mortgagee. The Indebtedness does not include Indebtedness of Borrower incurred primarily for personal, family or household purposes.

The Mortgagor specifically contemplate that Indebtedness includes liabilities hereafter incurred by the Borrower to the Mortgagee. The term "Indebtedness" includes, without limitation, the following:

- (1) That certain promissory note, dated February 25, 2009 in the original principal amount of Two Hundred Fifty Six Thousand and 00/100 Dollars (\$256,000.00), executed and delivered by Borrower to the Mortgagee, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof; and
- (2) The performance of all of the promises and agreements contained in this Mortgage.

The maximum principal sum secured by this Mortgage shall not exceed Two Hundred Fifty Six Thousand and 00/100 Dollars (\$256,000.00) at any one time outstanding. This Mortgage shall not apply to any obligation or debt incurred for personal, household or family purposes unless the note or guaranty evidencing such personal, household or family debt expressly states that it is secured by this Mortgage.

The words "Collection Amounts" mean any fees, charges, costs and expenses, including reasonable attorneys' fees (including fees and expenses of counsel for Mortgagee that are employees of Mortgagee or its affiliates, to the extent not prohibited by law) and court costs, that Mortgagee may pay in collecting from Borrower, any other obligor on the Indebtedness, and for liquidating any Collateral, including without limitation, the Premises, both before and after judgment, and such Collection Amounts include without limitation any costs or expenses incurred by Mortgagee in any bankruptcy, reorganization, insolvency or other similar proceeding.

The term "Related Documents" in this Mortgage means all loan agreements, credit agreements, reimbursement agreements, security agreements, mortgages, deeds of trust, pledge agreements, assignments, guaranties, or any other instrument or document executed in connection with any of the Indebtedness.

The Mortgagor promises and agrees with the Mortgagee that each of the following is true and will remain true until termination of this Mortgage and full and final payment of all Indebtedness:

- 1. Payment of Indebtedness; Performance of Obligations.** The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Indebtedness for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any of the other Related Documents.
- 2. Taxes and Liens.** The Mortgagor shall pay, when due, before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make those payments, the Mortgagee may at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.
- 3. Change in Taxes.** In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage, which changes or modifies the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting those taxes, the Indebtedness shall become due and payable immediately at the option of the Mortgagee.

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4. Insurance. The Mortgagor shall keep the Premises and the present and future buildings and other improvements (the "Improvements") on the Premises continuously insured for the benefit of the Mortgagee, at replacement cost for the full insurable value, without any reduction based upon the Mortgagor's acts, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the state where the Premises are located, including risks of vandalism and malicious mischief. The Mortgagor shall further at all times provide flood insurance covering all Improvements and tangible personal property, if any, located on the Premises, if the Premises are at any time determined by the Mortgagee to be situated in an area designated as a Special Flood Hazard Area under the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994 and regulations issued under it (the "Flood Insurance Act"). Such flood insurance policy shall be in the amount required by the Mortgagee (which may exceed the amount required under the Flood Insurance Act) and include a non-contributing mortgagee clause naming the Mortgagee as mortgagee. The Mortgagor shall additionally provide such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies and renewals must be in form and substance acceptable to the Mortgagee, must provide for payment to the Mortgagee in the event of loss, regardless of any act or omission by the Mortgagor, must require thirty (30) days notice to the Mortgagee in the event of nonrenewal or cancellation and must be delivered to the Mortgagee within thirty (30) days prior to their respective effective dates. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee, then the Mortgagee, at its option, may have the insurance written or renewed, and may pay the premiums, for the account of the Mortgagor. In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagee alone. No loss or damage shall itself reduce the Indebtedness. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Mortgagee and the Mortgagor and to endorse the Mortgagor's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds and then toward payment of the Indebtedness or any portion of it, whether or not then due or payable, or the Mortgagee, at its option, may apply the proceeds, or any part of the proceeds, to the repair or rebuilding of the Premises provided that the Mortgagor (a) is not then or at any time during the course of restoration of the Premises in default under this Mortgage and (b) has complied with all requirements for application of the proceeds to restoration of the Premises as the Mortgagee, in its sole discretion may establish. The Mortgagor shall also provide and maintain comprehensive general liability insurance in such coverage amounts as the Mortgagee may request, with the Mortgagee being named as an additional insured on such policies. Evidence of the renewal of such liability insurance shall be delivered to the Mortgagee at the same time as evidence of the renewal of the property insurance required above must be delivered to the Mortgagee. If the Mortgagor fails to provide such liability insurance, and/or the renewals thereof, or fails to pay the premiums on such liability insurance when such premiums are due, then the Mortgagee may have such liability insurance written or renewed, and may pay the premiums, for the account of the Mortgagor.

5. Reserves for Taxes and Insurance. The Mortgagor shall, if requested by the Mortgagee, pay to the Mortgagee, at the time of and in addition to the scheduled installments of principal and/or interest due under the Indebtedness, a sum equal to (a) the amount estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay, at least thirty (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises, plus (b) the amount of the annual premiums on any policies of insurance required to be carried by the Mortgagor, divided by (c) the number of installments due each year ((a) and (b) are collectively referred to as the "Charges"). Upon notice at any time, the Mortgagor will, within ten (10) days, deposit such additional sum as may be required for the payment of increased Charges. These sums may be commingled with the general funds of the Mortgagee and no interest shall be payable on them, nor shall these sums be deemed to be held in trust for the benefit of the Mortgagor. Notwithstanding payment of any sums by the Mortgagor to the Mortgagee under the terms of this Section, the Mortgagee shall have no obligation to pay any Charges. The obligation of the Mortgagor to pay the Charges is not affected or modified by the arrangements set out in this Section. Payment by the Mortgagee on any one or more occasions of all or any part of the Charges shall not be construed as obligating it to pay any Charges on any other occasion. If the Mortgagee elects to pay any Charge, it shall not be required to do so at any time prior to the date on which penalties, interest or collection fees begin to accrue. If the Mortgagee elects to pay any premium on any policy of insurance required to be carried by the Mortgagor, it may do so at any time prior to the cancellation of the policy.

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

6. Waste, Abandonment. The Mortgagor shall not abandon the Premises, commit or permit waste on the Premises, or do any other act causing the Premises to become less valuable. The Mortgagor will keep the Premises in good order and repair and in compliance in all material respects with any law, regulation, ordinance or contract affecting the Premises and, from time to time, will make all needful and proper replacements so that all fixtures improvements and Equipment will at all times

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be in good condition, fit and proper for their respective purposes. Without limitation of the foregoing, nonpayment of the Charges shall constitute waste. Should the Mortgagor fail to effect any necessary repairs, the Mortgagee may, at its option and at the expense of the Mortgagor, make the repairs for the account of the Mortgagor. The Mortgagor shall use and maintain the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times. The Mortgagor unconditionally agrees to pay timely all fees with respect to inspections of the Premises.

7. Alterations, Removal. No building, structure, improvement, fixture, personal property or Equipment constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee.

8. Payment of Other Obligations. The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Premises.

9. Assignment of Leases and Rents. As additional security for the Indebtedness, the Mortgagor, by executing and delivering this Mortgage, absolutely, unconditionally, irrevocably and immediately assigns, grants, conveys and sets over unto the Mortgagee all of the Mortgagor's right, title and interest in and to all Leases and Rents. Copies of existing Leases and Lease amendments have been delivered to the Mortgagee. The Mortgagor will provide copies of any future Leases and Lease amendments to the Mortgagee.

Subject to the license granted to the Mortgagor below, the Mortgagee shall have the complete right and authority, at any time from and after the occurrence of any default in the payment or performance of any of the Indebtedness or the occurrence of any default under this Mortgage, to collect and receive the Rents. For this purpose, the Mortgagee is hereby given and granted the following rights, powers and authority: (a) the Mortgagee may send notices to any and all tenants of the Premises advising them of this assignment and directing all the Rents to be paid directly to the Mortgagee or the Mortgagee's agent; (b) the Mortgagee may (i) enter upon and take possession of the Premises, (ii) demand, collect and receive from the tenants (or from any other persons liable therefor) all of the Rents, (iii) institute and carry on all legal proceedings necessary for the protection of the Premises, including such proceedings as may be necessary to recover possession of the Premises and collect the Rents, (iv) remove any tenant or other persons from the Premises, (v) enter upon the Premises to maintain the Premises and keep the same in repair, and pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Premises in proper repair and condition and (vi) pay all taxes, assessments and water utilities and the premiums on fire and other insurance effected by the Mortgagee on the Premises; (c) Mortgagee may do any and all things necessary or advisable to execute and comply with all applicable laws, rules, orders, ordinances and requirements of all governmental agencies; (d) the Mortgagee may (i) rent or lease the whole or any part of the Premises for such term or terms and on such conditions as the Mortgagee may deem appropriate, (ii) modify, terminate or accept the surrender of any Leases and/or (iii) waive, release, discharge or compromise any Rents or any obligations of any of the tenants under any Leases; (e) the Mortgagee may make any payment, including necessary costs, expenses and reasonable attorneys' fees and court costs, or perform any action, required of the Mortgagor under any Lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor; (f) the Mortgagee may engage such agent or agents as the Mortgagee may deem appropriate, either in the Mortgagee's name or in the Mortgagor's name, to rent and manage the Premises, including the collection and application of the Rents; and (g) the Mortgagee may do all such other things and acts with respect to the Premises, the Leases and the Rents as Mortgagee may deem appropriate and may act exclusively and solely in the place and stead of the Mortgagor. The Mortgagee has all of the powers of the Mortgagor for the purposes stated above. The Mortgagee shall not be required to do any of the foregoing acts or things and the fact that the Mortgagee shall have performed one or more of the foregoing acts or things shall not require the Mortgagee to do any other specific act or thing. The foregoing rights and remedies of the Mortgagee are in addition to and not in limitation of the rights and remedies of the Mortgagee at law, in equity, under this Mortgage or under any of the other Related Documents. The exercise by the Mortgagee of any of the foregoing rights and remedies shall not constitute a cure or waiver of any default in the payment or performance of any of the Indebtedness or of any default under this Mortgage.

Any Rents received by the Mortgagee shall be applied against the Indebtedness in such order or manner as the Mortgagee shall elect in its sole discretion.

The Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to pay the Rents to the Mortgagee upon written demand by the Mortgagee, without further consent of the Mortgagor. The tenants may rely upon any written statement delivered by the Mortgagee to the tenants. Any such payment to the Mortgagee shall constitute payment to the

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Mortgagor under the Leases. The provisions of this paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of the Mortgagor or any person claiming through or under the Mortgagor, other than a tenant who has not received such notice. This assignment is not contingent upon any notice or demand by the Mortgagee to the tenants.

This assignment shall not, prior to entry upon and taking possession of the Premises by the Mortgagee, be deemed to constitute the Mortgagee a "mortgagee in possession", nor obligate the Mortgagee to: (a) appear in or defend any proceedings relating to any of the Leases, the Rents or to the Premises; (b) take any action hereunder; (c) expend any money, incur any expense or perform any obligation or liability under the Leases; or (d) assume any obligation for any deposits delivered to the Mortgagor by any tenant and not delivered to the Mortgagee.

The Mortgagor consents to the appointment of a receiver for the Premises, without notice, if this is believed necessary or desirable by the Mortgagee.

The Rents constitute cash collateral as defined under federal bankruptcy law.

This assignment shall continue to be operative during the exercise of any power of sale, during any foreclosure or other proceeding taken to enforce this Mortgage and during any redemption period.

Until the occurrence of any default in the payment or performance of any of the Indebtedness or the occurrence of a default under this Mortgage or under any loan papers related to the Indebtedness the Mortgagor shall have a license, subject to the other covenants of the Mortgagor set forth in this assignment, to (a) remain in possession and control of the Premises, (b) operate and manage the Premises and (c) collect the Rents; provided that the granting of such license shall not constitute the Mortgagee's consent to the use of cash collateral in any bankruptcy proceedings. The foregoing license shall automatically and immediately terminate, without notice to the Mortgagor, upon the occurrence of any default in the payment or performance of any of the Indebtedness or upon the occurrence of any default under this Mortgage or under any loan papers related to the Indebtedness. Thereafter, the Mortgagor shall promptly pay or otherwise deliver to the Mortgagee all Rents that the Mortgagor may receive, and the Mortgagor shall hold such Rents in trust for the benefit of the Mortgagee until so paid or delivered to the Mortgagee.

The Mortgagor covenants, represents and warrants to the Mortgagee that the following statements are true and will remain true until the Mortgage is terminated and the Indebtedness is paid in full:

(i) The Mortgagor will fulfill and perform its obligations under all the Leases and give the Mortgagee prompt notice of any default in the performance of the terms and conditions of the Leases by either the Mortgagor or the tenant, together with copies of notices sent or received by the Mortgagor in connection with any Lease;

(ii) Without the prior written consent of the Mortgagee, the Mortgagor shall not in any way (a) enter into any new Lease, (b) amend, modify, assign its interest under, cancel or terminate any Lease, (c) accept a surrender of any Lease, (d) accept any payment of Rent under any Lease more than thirty (30) days in advance or (e) waive, release, discharge or compromise any Rent or any of the tenant's obligations under any Lease, except that the Mortgagor may increase Lease rentals without the Mortgagee's consent;

(iii) The Mortgagor will appear and defend or prosecute any action growing out of any Lease at the Mortgagor's cost and expense;

(iv) The Mortgagee may, but shall not be required to, make any payment including necessary costs, expenses and reasonable attorneys' fees and court costs, or perform any action required of the Mortgagor under any Lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor. The Mortgagor will, immediately upon demand, reimburse the Mortgagee for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Indebtedness, all of which shall be added to the Indebtedness;

(v) The Mortgagor has not previously assigned any of its rights under any Lease. The Mortgagor has not accepted Rent more than thirty (30) days in advance of accrual. There is no present default under any Lease by either the Mortgagor or any tenant. All existing Leases are in full force and effect and unmodified. To the best of the Mortgagor's knowledge, no person or entity is in possession of the Premises, except pursuant to a valid and fully executed Lease that has been assigned to the Mortgagee pursuant to this assignment. The Mortgagor owns the Leases, is entitled to receive the Rents and has authority to assign the Leases and the Rents to the Mortgagee as set forth in this assignment. The Mortgagor will enforce the tenant's obligations under their respective Leases;

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(vi) The Mortgagee shall not be obligated by this assignment to perform or discharge any obligation under any Lease; and

(vii) The Mortgagor covenants not to execute any other assignment of the Leases or the Rents as security for any debt without the prior written consent of the Mortgagee.

10. Assignment of Interest as Tenant or Purchaser. If the Mortgagor's interest in the Premises is that of a tenant or a purchaser, the Mortgagor also assigns, mortgages and warrants to the Mortgagee, as additional security for the Indebtedness, all of the Mortgagor's right, title and interest in and to any Leases, land contracts or other agreements by which the Mortgagor is leasing or purchasing all or any part of the Premises, including all modifications, renewals and extensions, and all of the Mortgagor's right, title and interest in and to any purchase options contained in any such Leases or other agreements. The Mortgagor agrees to pay each installment of rent, principal and interest required to be paid by it under any such Lease, land contract or other agreement when each installment becomes due and payable, whether by acceleration or otherwise. The Mortgagor further agrees to pay and perform all of its other obligations under any such Lease, land contract or other agreement.

If the Mortgagor defaults in the payment of any installment of rent, principal or interest, or in the payment or performance of any other obligation, under any such Lease, land contract or other agreement, the Mortgagee shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. If the Mortgagee receives a written notice of the Mortgagor's default under any such Lease, land contract or other agreement, the Mortgagee may rely on that notice as cause to take any action it deems necessary or reasonable to cure the default, even if the Mortgagor questions or denies the existence or nature of the default.

11. Security Agreement. This Mortgage also constitutes a security agreement within the meaning of the Uniform Commercial Code as in effect from time to time in the state in which the Premises is located (the "UCC") and the Mortgagor grants to the Mortgagee a security interest in any Equipment or other personal property included within the definition of the Premises, and all proceeds, products and supporting obligations of any of the foregoing (the "Collateral"). Accordingly, the Mortgagee shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of any default under this Mortgage, the Mortgagee shall have, in addition to the remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC. The Mortgagee shall have the right to require the Mortgagor to assemble the Collateral and make it available to the Mortgagee at a place designated by the Mortgagee which is reasonably convenient to both parties, the right to take possession of the Collateral with or without demand and with or without process of law, and the right to sell and dispose of the Collateral and distribute the proceeds according to law. Should a default occur, the Mortgagor will pay to the Mortgagee all costs reasonably incurred by the Mortgagee for the purpose of enforcing its rights hereunder, to the extent not prohibited by law, including, without limitation: costs of foreclosure; costs of obtaining money damages, and a reasonable fee for the services of internal and outside attorneys employed or engaged by the Mortgagee for any purpose related to this security agreement, including, without limitation, consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or any proceeding. The Mortgagor agrees that upon default the Mortgagee may dispose of any of the Collateral in its then present condition, that the Mortgagee has no duty to repair or clean the Collateral prior to sale, and that the disposal of the Collateral in its present condition or without repair or clean-up shall not affect the commercial reasonableness of such sale or disposition. The Mortgagee's compliance with any applicable state or federal law requirements in connection with the disposition of the Collateral will not adversely affect the commercial reasonableness of any sale of the Collateral. In connection with the right of the Mortgagee to take possession of the Collateral, the Mortgagee may, without liability on the part of the Mortgagee, take possession of any other items of property in or on the Collateral at the time of taking possession and hold them for the Mortgagor. If there is any statutory requirement for notice, that requirement shall be met if the Mortgagee sends notice to the Mortgagor at least ten (10) days prior to the date of the sale, disposition, or other event giving rise to the required notice. Upon the request of the Mortgagee, the Mortgagor shall execute and file such financing statements or similar records and shall take any other action requested by the Mortgagee to perfect and continue as perfected the Mortgagee's security interests in the Equipment and other personal property included in the definition of the Premises. The Mortgagor shall pay (and shall reimburse the Mortgagee for) all costs, including attorneys' fees and court costs, of the preparation and filing of any financing statements and the taking of any such other actions. A carbon, photographic or other reproduction of this Mortgage is sufficient as, and can be filed as, a financing statement. The Mortgagee is irrevocably appointed the Mortgagor's attorney-in-fact to execute any financing statement or similar record on the Mortgagor's behalf covering the Equipment and other personal property, tangible or intangible, that is included within the definition of Premises. Additionally, if permitted by applicable law, the Mortgagor authorizes the Mortgagee to file one or more financing statements or similar records related to the security interests created by this Mortgage and further authorizes the Mortgagee, instead of the Mortgagor, to sign such financing statements or similar records. The Mortgagor shall execute and deliver, or cause to be executed and delivered, such other documents as the Mortgagee may from time to time request to perfect or to

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further evidence the security interest created in the Collateral by this Mortgage. The Mortgagor further represents and warrants to the Mortgagee that (a) its principal residence or chief executive office is at the address shown above and (b) the Mortgagor's name as it appears in this Mortgage is identical to the name of the Mortgagor appearing in the Mortgagor's organizational documents, as amended, including trust documents. The Mortgagor will not, without the Mortgagee's prior written consent, change (a) the Mortgagor's name, (b) the Mortgagor's business organization, (c) the jurisdiction under which the Mortgagor's business organization is formed or organized, or (d) the address of the Mortgagor's chief executive office or principal residence or of any additional places of the Mortgagor's business.

12. Reimbursement of Advances. If the Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings), then the Mortgagee at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' fees and court costs and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Indebtedness, shall be immediately due and payable upon notice from the Mortgagee to the Mortgagor, and shall bear interest at the highest rate permitted under any of the instruments evidencing any of the Indebtedness. The Mortgagee's rights under this Section shall be in addition to all other rights and remedies of the Mortgagee under this Mortgage and the other Related Documents. Any action taken by the Mortgagee under this Section shall not be construed as curing any default that gave rise to such action by the Mortgagee.

13. Due on Transfer. If all or any part of the Premises or any interest in the Premises is transferred without the Mortgagee's prior written consent, the Mortgagee may, at its sole option, declare the Indebtedness to be immediately due and payable.

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

15. Eminent Domain. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Indebtedness in accordance with the terms of the Related Documents. By executing this Mortgage, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagee. The Mortgagor will notify the Mortgagee of any action or proceeding related to any taking of all or any part of the Premises, shall defend that action or proceeding in consultation with the Mortgagee and shall, if requested by the Mortgagee, deliver to the Mortgagee all documents and instruments that may be required to allow the Mortgagee to directly participate in or control such action or proceeding. The proceeds of any taking or grant in lieu of any taking shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds, including reasonable attorneys' fees and court costs, and then toward payment of the Indebtedness, whether or not then due or payable, or the Mortgagee, at its option, may apply the proceeds, or any part, to the alteration, restoration or rebuilding of the Premises.

16. Environmental Provisions. As used herein: the term "Hazardous Substance" shall mean any substance, material, or waste that is (a) included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic materials," "toxic waste," or words of similar import in any Environmental Law, (b) listed as hazardous substances by the United States Department of Transportation or by the Environmental Protection Agency, or (c) petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical. The term "Environmental Law" shall mean any federal, state or local law, rule, regulation, decision, policy or guideline, pertaining to Hazardous Substances, or protection of the environment, and all present and future amendments thereto. Except as disclosed in writing by the Mortgagor to the Mortgagee, the Mortgagor represents and warrants to the Mortgagee that (i) neither the Premises nor the Mortgagor are in violation of any Environmental Law applicable to the Premises, or are subject to any existing, pending or threatened governmental investigation pertaining to the Premises, or are subject to any remedial obligation or lien under or in connection with any Environmental Law, (ii) the Mortgagor has no actual knowledge or notice of the presence or release of Hazardous Substances in, on or around any part of the Premises or the soil, groundwater or soil vapor on or under the Premises, or the migration of any Hazardous Substance, from or to any other property in the vicinity of the Premises; and (iii) the Mortgagor's intended future use of the Premises will not result in the release of any Hazardous Substance in, on or around any part of the Premises or in the soil, groundwater or soil vapor on or under the Premises, or the migration of any Hazardous Substance from or to any other property in the vicinity of the Premises.

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The Mortgagor shall neither use nor permit any third party to use, generate, manufacture, produce, store, or release, on, under or about the Premises, or transfer to or from the Premises, any Hazardous Substance, except in compliance with all Environmental Laws, and shall otherwise comply, at the Mortgagor's sole expense and responsibility, with all Environmental Laws, provided that if any such occurrence shall nevertheless happen, the Mortgagor shall promptly remedy such condition, at its sole expense and responsibility. The Mortgagor shall not permit any environmental liens to be placed on any portion of the Premises. The Mortgagor shall promptly notify the Mortgagee in writing if (a) any of the representations and warranties herein are no longer accurate, (b) there may be any Hazardous Substance in, on or around the Premises or the soil, groundwater or soil vapor on or under the Premises, or (c) any violation of any Environmental Law on or affecting or otherwise in respect of the Premises has occurred. The Mortgagee and its agents shall have the right, and are hereby authorized, at any reasonable time to enter upon the Premises for the purposes of observing the Premises, taking and removing soil or groundwater samples, and conducting tests and/or site assessments on the Premises, or taking such other actions as the Mortgagee deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Substances on or affecting the Premises following receipt of any notice from any person or entity asserting the existence or possible existence of any Hazardous Substances pertaining to the Premises, that, if true, could jeopardize the Mortgagee's security for the Indebtedness. All reasonable costs and expenses paid or incurred by the Mortgagee in the exercise of any such rights shall be secured hereby and shall be payable by the Mortgagor upon demand.

The Mortgagor shall indemnify and hold the Mortgagee harmless from, for and against any and all actions, causes of action, claims, liabilities, damages (including foreseeable and unforeseeable consequential damages), losses, fines, penalties, judgments, awards, settlements and costs and expenses (including, without limitation, reasonable attorneys' fees, experts', engineers' and consultants' fees, and costs and expenses of investigation, testing, remediation and dispute resolution) (collectively referred to as "Environmental Costs") that directly or indirectly arise out of or relate in any way to: (a) Any investigation, cleanup, removal, remediation, or restoration work of site conditions of the Premises relating to Hazardous Substances; (b) Any resulting damages, harm, or injuries to the person or property of any third parties or to any natural resources involving Hazardous Substances relating to the Premises; (c) Any actual or alleged past or present disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment, or use of any Hazardous Substance on, under, or about the Premises; (d) Any actual or alleged past or present violation of any Environmental Law relating to the Premises; (e) Any lien on any part of the Premises under any Environmental Law; or (f) Breach of any representation or warranty by or covenant of the Mortgagor herein. Notwithstanding anything contained herein to the contrary, the foregoing indemnity shall not apply to (i) matters resulting from the gross negligence or willful misconduct of the Mortgagee, or (ii) matters resulting solely from the actions of the Mortgagee taken after the Mortgagee has taken title to, or exclusive possession of the Premises, provided that, in both cases, such matters shall not arise from or be accumulated with any condition of the Premises, which condition was not caused by the Mortgagee. **The foregoing indemnity is expressly intended to include, and does include, any Environmental Costs arising as a result of any strict liability imposed or threatened to be imposed on the Mortgagee in connection with any of the indemnified matters described in this Section or arising as a result of the negligence of the Mortgagor in connection with such matters.** This indemnity shall continue in full force and effect and shall survive the payment and performance of the Indebtedness, the release of record of the lien, or any foreclosure (or action in lieu thereof), of this Mortgage, the exercise by the Mortgagee of any other remedy under this Mortgage or any other document or instrument evidencing or securing the Indebtedness, and any suit, proceeding or judgment against the Mortgagor by the Mortgagee hereon.

17. Events of Default; Remedies. If any of the Indebtedness are not paid at maturity, whether by acceleration or otherwise, or if a default occurs by anyone under the terms of this Mortgage or any Related Document, then the Mortgagee may exercise all of the rights, powers and remedies expressly or impliedly conferred on or reserved to it under this Mortgage or any other Related Document, or now or later existing at law or in equity, including without limitation the following: (i) the Mortgagee may declare the Indebtedness to be immediately due, (ii) the Mortgagee may proceed at law or in equity to collect the Indebtedness, foreclose this Mortgage or otherwise pursue any of its rights or remedies available at law, in equity, pursuant to this Mortgage or pursuant to any of the other Related Documents, and (iii) the Mortgagee may exercise any of its rights, powers or remedies pursuant to the UCC. The Mortgagee shall be entitled to the appointment of a receiver for the Premises as a matter of right and without notice (without regard to the value of the Premises) and the Mortgagor specifically consents to that appointment without notice. Without limitation, the receiver shall have the power to protect and preserve the Premises, operate the Premises prior to and during any foreclosure proceedings, to collect the Rents and apply the proceeds, over and above the costs of the receivership, to the Indebtedness. The receiver shall serve without bond, if permitted by law. The Premises may be sold in one parcel as an entirety or in such parcels, manner and order as the Mortgagee may elect. The proceeds of any sale of the Premises in foreclosure shall be retained by the Mortgagee, up to the amount due on the Indebtedness, including costs of sale and any environmental remediation or other costs and expenses incurred by the Mortgagee in connection with the Indebtedness and/or the Premises, including without limitation, attorneys' fees and court costs. By executing this Mortgage, the Mortgagor waives, in the event of a foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of

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assets which secure the Indebtedness or to require the Mortgagee to pursue its remedies against any other such assets. The Mortgagor waives all errors and imperfections in any proceedings instituted by the Mortgagee to enforce any of its rights and remedies. The exercise of any one right or remedy by the Mortgagee under this Mortgage or any of the other Related Documents shall not impair or waive the Mortgagee's right to exercise any other rights or remedies available to it at law, in equity, under this Mortgage or under any of the other Related Documents, all such rights and remedies being cumulative. All fees, costs and expenses incurred by the Mortgagee in pursuing or enforcing its rights and remedies at law, in equity, under this Mortgage or under any of the other Related Documents, whether or not a lawsuit or legal action is filed, including attorneys' fees and court costs, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

18. Pledge. If the Mortgagor is not liable for all or any part of the Indebtedness then the Mortgagor agrees that:

1. If any moneys become available from any source other than the Premises that the Mortgagee can apply to the Indebtedness, the Mortgagee may apply them in any manner it chooses, including but not limited to applying them against obligations, indebtedness or liabilities which are not secured by this Mortgage.
2. The Mortgagee may take any action against the Borrower, the Premises or any other collateral for the Indebtedness, or any other person or entity liable for any of the Indebtedness.
3. The Mortgagee may release the Borrower or anyone else from the Indebtedness, either in whole or in part, or release the Premises in whole or in part or any other collateral for the Indebtedness, and need not perfect a security interest in the Premises or any other collateral for the Indebtedness.
4. The Mortgagee does not have to exercise any rights that it has against the Borrower or anyone else, or make any effort to realize on the Premises or any other collateral for the Indebtedness, or exercise any right of setoff.
5. Without notice or demand and without affecting the Mortgagor's obligations hereunder, from time to time, the Mortgagee is authorized to: (a) renew, modify, compromise, rearrange, restate, consolidate, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increasing or decreasing the rate of interest thereon; (b) release, substitute or add any one or more sureties, endorsers, or guarantors; (c) take and hold other collateral for the payment of the Indebtedness, and enforce, exchange, substitute, subordinate, impair, waive or release any such collateral; (d) proceed against the Premises or any other collateral for the Indebtedness and direct the order or manner of sale as the Mortgagee in its discretion may determine; and (e) apply any and all payments received by the Mortgagee in connection with the Indebtedness, or recoveries from the Premises or any other collateral for the Indebtedness, in such order or manner as the Mortgagee in its discretion may determine.
6. The Mortgagor's obligations hereunder shall not be released, diminished or affected by (a) any act or omission of the Mortgagee, (b) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of the Borrower, or any receivership, insolvency, bankruptcy, reorganization, or other similar proceedings affecting the Borrower or any of its assists or any other obligor on the Indebtedness or that obligor's assets, (c) any change in the composition or structure of the Borrower or any other obligor on the Indebtedness, including a merger or consolidation with any other person or entity, or (d) any payments made upon the Indebtedness.
7. The Mortgagor expressly consents to any impairment of any other collateral for the Indebtedness, including, but not limited to, failure to perfect a security interest and release of any other collateral for the Indebtedness and any such impairment or release shall not affect the Mortgagor's obligations hereunder.
8. The Mortgagor waives and agrees not to enforce any rights of subrogation, contribution or indemnification that it may have against the Borrower, any person or entity liable on Indebtedness, or the Premises, until the Borrower and the Mortgagor have fully performed all their obligations to the Mortgagee, even if those obligations are not covered by this Mortgage.
9. The Mortgagor waives (a) to the extent not prohibited by applicable law, all rights and benefits under any laws or statutes regarding sureties, as may be amended, (b) any right the Mortgagor may have to receive notice of the following matters before the Mortgagee enforces any of its rights; (i) the Mortgagee's acceptance of the Mortgage, (ii) incurrence or acquisition of any Indebtedness, any credit that the Mortgagee extends to the Borrower, (iii) the borrower's default, (iv) any demand, diligence, presentment, dishonor and protest, or (v) any action that the Mortgagee takes regarding the Borrower, anyone else, any other collateral for the Indebtedness, or any of the Indebtedness, which it might be entitled to by law or under any other agreement, (c) any right it may have to require the Mortgagee to proceed against the Borrower, any guarantor or other obligor on the Indebtedness, the Premises or any other collateral for the Indebtedness, or pursue any remedy in the Mortgagee's power to pursue, (d) any defense based on any claim that the Mortgagor's obligations exceed or are more burdensome than those of the Borrower, (e) the benefit of any statute of limitations affecting the Mortgagor's obligations hereunder or the enforcement hereof, (f) any defense arising by reason of any disability or other defense of the Borrower or by reason of the cessation from any cause whatsoever (other than payment in full) of the obligation of the Borrower for the Indebtedness, and (g) any defense based on or arising out of any defense that the Borrower may have to the payment or performance of

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the Indebtedness or any portion thereof. The Mortgagee may waive or delay enforcing any of its rights without losing them. Any waiver affects only the specific terms and time period stated in the waiver.

10. The Mortgagor agrees that to the extent any payment or transfer is received by the Mortgagee in connections with the Indebtedness, and all or any part of such payment or transfer is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be transferred or repaid by the Mortgagee or paid over to a trustee, receiver or any other person or entity, whether under any bankruptcy act or otherwise (any of those payments or transfers is hereinafter referred to as a "Preferential Payment"), then this Mortgage shall continue to be effective or shall be reinstated, as the case may be, even if all Indebtedness has been paid in full, and whether or not the Mortgagee is in possession of this Mortgage or whether this Mortgage has been marked paid, cancelled, released or returned to Mortgagor, and, to the extent of the payment or repayment or other transfer by the Mortgagee, the Indebtedness or part intended to be satisfied by the Preferential Payment shall be revived and continued in full force and effect as if the Preferential Payment had not been made. If this Mortgage must be reinstated, the Mortgagor agrees to execute and deliver to the Mortgagee any new deeds of trust and agreements, if necessary or if requested by the Mortgagee, in form and substance acceptable to the Mortgagee, covering the Premises.
11. The Mortgagor agrees to fully cooperate with the Mortgagee and not to delay, impede or otherwise interfere with the efforts of the Mortgagee to secure payment from the assets which secure the Indebtedness including actions, proceedings, motions, orders, agreements or other matters relating to relief from automatic stay, abandonment of property, use of cash collateral and sale of the Mortgagee's collateral free and clear of all liens.
12. The Mortgagor has (a) without reliance on the Mortgagee or any information received from the Mortgagor and based upon the record, and information the Mortgagor deems appropriate, made an independent investigation of the Borrower, the Borrower's business, assets, operations, prospects and condition, financial or otherwise, and any circumstances that may bear upon those transactions, the Borrower or the obligations, indebtedness and risks undertaken pursuant to this agreement; (b) adequate means to obtain from the Borrower on a continuing basis information concerning the Borrower and the Mortgagor has no duty to provide any information concerning the Borrower or other obligor on the Indebtedness to the Mortgagor; (c) full and complete access to the Borrower and any and all records relating to any Indebtedness now or in the future owing by the Borrower; (d) not relied and will not rely upon any representations or warranties of the Mortgagor not embodied in this agreement or any acts taken by the Mortgagor prior to or after the execution or other authentication and delivery of this agreement (including but not limited to any review by the Mortgagor of the business, assets, operations, prospects and condition, financial or otherwise, of the Borrower); and (e) determined that the Mortgagor will receive benefit, directly or indirectly, and has or will receive fair and reasonably equivalent value, for the execution and delivery of this agreement and the rights provided to the Mortgagee. By entering into this agreement, the Mortgagor does not intend: (i) to incur or believe that the Mortgagor will incur debts that would be beyond the Mortgagor's ability to pay as those debts mature; or (ii) to hinder, delay or defraud any creditor of the Mortgagor. The Mortgagor is neither engaged in nor about to engage in any business or transaction for which the remaining assets of the Mortgagor are unreasonably small in relation to the business or transaction, and any property remaining with the Mortgagor after the execution or other authentication of this agreement is not unreasonably small capital.

19. Representations by the Mortgagor. Each Mortgagor represents that: (a) it is well and truly seized of good and marketable fee simple title to the real property comprising the Premises and it is the lawful owner of the personal property comprising the Premises, subject only to Permitted Encumbrances; (b) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, conflict with any agreement by which it is bound or require the consent or approval of any governmental authority or any third party; (c) this Mortgage is a valid and binding agreement enforceable according to its terms; (d) any balance sheets, profit and loss statements, and other financial statements furnished to the Mortgagee in connection with the Indebtedness are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent Indebtedness of every type, which financial condition has not changed materially and adversely since those dates; and (e) it shall not permit any proceedings in foreclosure or otherwise that would affect the Premises. Each Mortgagor, other than a natural person, further represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state where it is organized and in good standing in each state where it is doing business; and (ii) the execution and delivery of this Mortgage and the performance of the obligations it imposes (A) are within its powers and have been duly authorized by all necessary action of its governing body and (B) do not contravene the terms of its articles of incorporation or organization, its by-laws, or any partnership, operating or other agreement governing its affairs.

20. Notice. Any notices and demands under or related to this Mortgage shall be in writing and delivered to the intended party at its address stated herein, and if to the Mortgagee, at its main office if no other address of the Mortgagee is specified herein, by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third

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Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where state law governs the manner and timing of notices in foreclosure or receivership proceedings.

21. Miscellaneous. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then that provision is null and void to the extent of the conflict or unenforceability and shall be severed from but shall not invalidate any other provision of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor waives any other right or remedy of the Mortgagee or waives or bars the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor. All rights and remedies of the Mortgagee are cumulative.

These promises and agreements bind and these rights benefit the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Mortgage are joint and several and their agreements, representations, warranties and covenants shall be individual, joint and several. The Mortgagor agrees that the Mortgagee may at any time sell or transfer one or more participation interests in all or any part of the Indebtedness to one or more purchasers whether or not related to the Mortgagee.

This Mortgage and the Related Documents constitute the entire understanding of the parties hereto and may not be amended or altered except by a written instrument that has been signed by the party(ies) against which enforcement of the amendment or alteration is sought.

Captions in this Mortgage are for convenience of reference only and do not limit the provisions of this Mortgage.

Time is of the essence in this Mortgage.

22. Governing Law and Venue. This Mortgage shall be governed by and construed in accordance with the laws of the LPO State (without giving effect to its laws of conflicts); EXCEPT THAT, INTEREST TO BE CHARGED BY MORTGAGEE SHALL BE GOVERNED BY FEDERAL LAW (INCLUDING WITHOUT LIMITATION 12 U.S.C. SECTIONS 85) AND THE LAW OF THE STATE OF OHIO, WHERE THE MAIN OFFICE OF MORTGAGEE IS LOCATED, and provided further, that if the Premises subject of this Mortgage are located in a state other than the LPO State, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Mortgage. Nothing herein shall be construed to provide that the laws of any state other than the LPO State and the State of Ohio shall apply to the obligations and Indebtedness secured by this Mortgage. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Mortgage may be brought by Mortgagee in any state or federal court located in LPO State, as Mortgagee in its sole discretion may elect. By the execution and delivery of this Mortgage, the Mortgagor submits to and accepts, for itself and in respect of its property generally and unconditionally, the non-exclusive jurisdiction of those courts. Mortgagor waives any claim that the LPO State is not a convenient forum or the proper venue for any such suit, action or proceeding.

23. Indemnification. In addition to the indemnification provisions described in the Section captioned "Environmental Provisions" of this Mortgage, the Mortgagor agrees to indemnify, defend and hold the Mortgagee, its parent companies, subsidiaries, affiliates, their respective successors and assigns and each of their respective shareholders, directors, officers, employees and agents (collectively the "Indemnified Persons") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency, expense, interest, penalties, attorney's fees (including the fees and expenses of attorneys engaged by the Indemnified Person at the Indemnified Person's reasonable discretion) and amounts paid in settlement ("Claims") to which any Indemnified Person may become subject arising out of or relating to this agreement or the Collateral, except to the limited extent that the Claims are proximately caused by the Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this Section shall survive the termination of this agreement and shall not be affected by the presence, absence or amount of or the payment or nonpayment of any claim under, any insurance.

The Mortgagor's indemnity obligations under this Section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Mortgagor's assets or the Mortgagor's business activities. Should any Claim be made or brought against any Indemnified Person by reason of any event as to which the Mortgagor's indemnification obligations apply, then, upon any Indemnified Person's demand, the Mortgagor at its sole cost and expense, shall defend such Claim in the Mortgagor's name, if necessary, by the attorneys for the Mortgagor's insurance

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carrier (if such Claim is covered by insurance), or otherwise by such attorneys as any Indemnified Person shall approve. Any Indemnified Person may also engage its own attorneys at its reasonable discretion to defend the Indemnified Person and to assist in its defense and the Mortgagor agrees to pay the fees and disbursements of such attorneys.

24. Information Waiver. The Mortgagor agrees that the Mortgagee may provide any information or knowledge the Mortgagee may have about the Mortgagor or about any matter relating to this Mortgage or the Related Documents to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of all or any part of the Indebtedness and/or the Related Documents.

25. Waiver of Redemption. (a) The Mortgagor expressly waives any and all rights of redemption from sale under any order or judgment of foreclosure of this Mortgage and any rights of reinstatement which exist by statute or common law, on its own behalf and on behalf of each and every person, beneficiary or any other entity, except judgment creditors of the Mortgagor who acquire any interest in or title to the Premises subsequent to the date of this Mortgage; (b) the Mortgagor expressly waives all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois; and (c) the Mortgagor expressly waives any and all rights of marshalling of assets of any sale hereunder of the Premises or any other assets which secure the Indebtedness.

26. JURY WAIVER. THE MORTGAGOR AND THE MORTGAGEE HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) AMONG THE MORTGAGOR AND MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Mortgagor:

African American Christian Foundation

By: 

Kwame Antiwi Mensah, President and CEO

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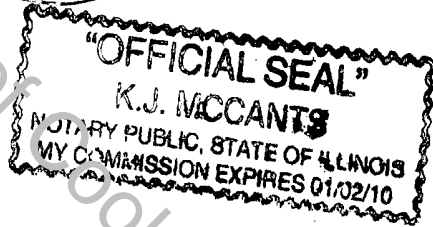
ACKNOWLEDGMENT

State of IL.)
County of Cook) ss

I, K.J. McCants, a Notary Public in and for said County and State, certify that Kwadwo Antiwi Mensah, a President and CEO and of African American Christian Foundation, an Illinois Not for Profit Corporation formed under the laws of the State of Illinois, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such President and CEO appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of Feb., 2009

My Commission Expires: [Signature], Notary Public



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ADDITIONAL TERMS

ADDITIONAL TERMS THAT APPLY TO NOTE, GUARANTY AND SECURITY AGREEMENT

These Additional Terms are incorporated by reference into multiple documents (each a "Document"). The Documents may include Borrower's promissory note for a specific loan (the "Note"), Guarantor's guarantee of payment of all Indebtedness of the Borrower (each a "Guaranty"), and a grant by Borrower, Guarantor or a third party (each a "Grantor") of a security interest in Collateral to secure payment of all Indebtedness of the Borrower (each a "Security Agreement").

In these Additional Terms when a provision applies only to the Note, Guaranty or Security Agreement the specific name of that Document may be used and when a provision applies to each Note, Guaranty and Security Agreement, individually and collectively, the word "Document" is used. The word "Document", "Note", "Guaranty" or "Security Agreement" means any one or more Document, Note, Guaranty or Security Agreement.

The heading on each Document includes the name of the Lender, JPMorgan Chase Bank, NA and the name of each Borrower. The heading on a Guaranty or Security Agreement also includes the name of each person or entity executing the Document as a Guarantor or Grantor. The word "Borrower", "Guarantor", or "Grantor" means, respectively, any one or more Borrower, Guarantor or Grantor, individually and collectively.

In these Additional Terms when a provision applies only to Borrower, Guarantor, or Grantor, the word "Borrower", "Guarantor" or "Grantor" may be used. When a provision applies to each Borrower, Guarantor and Grantor, the word "Obligor" may be used. Each representation, warranty or covenant by Obligor is the representation, warranty or covenant of each Borrower, Guarantor and Grantor, individually and collectively.

Capitalized words have the meaning and definition provided for in various sections of the Document and these Additional Terms. Words and terms used in the singular shall include the plural, as the context requires.

EACH OBLIGOR (WHETHER A BORROWER, GUARANTOR OR GRANTOR) AGREES THAT EACH GUARANTY AND SECURITY AGREEMENT SECURES THE PAYMENT OF ALL INDEBTEDNESS OF BORROWER AND IS NOT LIMITED TO A SPECIFIC LOAN. INDEBTEDNESS IS USED IN ITS MOST COMPREHENSIVE SENSE TO MEAN ALL OBLIGATIONS OF EVERY KIND AND CHARACTER OF BORROWER, OR ANY ONE OR MORE OF THEM, TO LENDER, NOW EXISTING OR HEREAFTER INCURRED. Payment in full of the Note does not terminate any Guaranty or Security Agreement.

"Indebtedness" further means and includes any and all liabilities, obligations and debts of every kind and character, plus interest, costs and fees, including Collection Amounts, arising thereon, of Borrower, or any one or them, to Lender or to a third party and subsequently acquired by Lender, now existing or hereinafter incurred or created, whether any such Indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as endorser, guarantor or surety; whether recovery on the Indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; whether the Indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise; whether incurred or accrued (including interest) during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding; and all renewals, extensions, modifications, consolidations, restatements or consolidations of any Indebtedness.

As examples, and not as limitation, the Indebtedness of Borrower includes: (a) any overdraft in any deposit account of Borrower, accruing for any reason; (b) any obligations, including any overdraft in any deposit account of Borrower, related to Automated Clearing House ("ACH") services or products, deposit account services or products, or treasury management services or products, including any agreement with respect thereto; (c) any rate management transaction (including any agreement with respect thereto) between Borrower and Lender or JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option, derivative transaction or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures; (d) any obligation related to any loan or credit transaction (including any agreement with respect thereto), whether evidenced by a promissory note, credit agreement, letter of credit application, or any other agreement, including without limitation, the term loan or line of credit described in the Note; (e) any obligation related to commercial credit card transactions (including any agreement with respect thereto); (f) any obligation related to any lease (including any agreement with respect thereto); (g) any obligation related to any guaranty of the obligations of others by Borrower; (h) any obligation under a Related Document; (i) Collection Amounts; and (j) all other obligations of Borrower to Lender. The Indebtedness does not include Indebtedness of Borrower incurred primarily for personal, family or household purposes.

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ADDITIONAL DEFINITIONS INCLUDED IN NOTE, GUARANTY AND SECURITY AGREEMENT

The word "Collateral" means all property and assets granted as collateral security for any of the Indebtedness, and is more fully described in the section of these Additional Terms captioned "Provisions Related to Security Agreement and Collateral".

The words "Collection Amounts" mean any fees, charges, costs and expenses, including reasonable attorneys' fees (including fees and expenses of counsel for Lender that are employees of Lender or its affiliates, to the extent not prohibited by law) and court costs, that Lender may pay in collecting from Borrower, Guarantor or any Other Guarantor, and for liquidating any Collateral, both before and after judgment, and such Collection Amounts include without limitation any costs or expenses incurred by Lender in any bankruptcy, reorganization, insolvency or other similar proceeding.

The words "Event of Default" mean the occurrence of any of the following events: (1) Borrower, Guarantor or any Other Guarantor of any of the Indebtedness, fails to pay when due any amount payable under any of the Indebtedness. (2) Any Obligor (a) fails to observe or perform or otherwise violates any other term, covenant, condition or agreement of any Document or other Related Documents; (b) makes any materially incorrect or misleading representation, warranty, or certificate to Lender; (c) makes any materially incorrect or misleading representation in any financial statement or other information delivered to Lender; or (d) defaults under the terms of any other agreement or instrument relating to any debt for borrowed money and the effect of such default will allow the creditor to declare the debt due before its maturity. (3) If (a) there is a default under the terms of any Related Document; (b) a Guaranty or any other guaranty of the Indebtedness is terminated or becomes unenforceable in whole or in part; (c) a Guarantor or any Other Guarantor fails to promptly perform under the terms of a Guaranty or any other guaranty; or (d) Borrower, Guarantor or any Other Guarantor fails to comply with, or pay, or perform under any agreement, now or hereafter in effect, with JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors. (4) There is any loss, theft, damage, or destruction of any Collateral securing the Indebtedness not covered by insurance or the security interest in the Collateral provided for in a Security Agreement or any Related Document ceases to be in full force and effect (including failure of any Collateral document to create a valid and perfected lien) at any time for any reason. (5) Any Obligor becomes insolvent or unable to pay its debts as they become due. (6) Any Obligor (a) makes an assignment for the benefit of creditors; (b) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets; or (c) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction. (7) A custodian, receiver, or trustee is appointed for any Obligor or for a substantial part of its assets. (8) Proceedings are commenced against any Obligor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction. (9) Commencement of foreclosure, replevin, repossession, attachment, levy, execution or forfeiture proceeding, whether by judicial proceeding, self help or any other method by any creditor or government agency against the Collateral. (10) One or more judgments, decrees, or orders for the payment of money in the sum of twenty five thousand dollars (\$25,000) or more, in the aggregate, shall be rendered against Borrower or Guarantor and shall continue unsatisfied and in effect for a period of thirty (30) consecutive days without being vacated, discharged, satisfied, or stayed or bonded pending appeal; or any attachment, levy, or garnishment is issued against any property of Borrower or Guarantor. (11) Borrower, Guarantor or any Other Guarantor who is a natural person has a guardian or conservator appointed for such person or all or any portion of such person's assets, or the Collateral owned by such person. (12) Borrower, Guarantor or any Other Guarantor who is a natural person die; however, it shall not be an Event of Default if, in the case of the death of a Guarantor only, additional Collateral and/or guarantors, of a nature, with such value and net worth and otherwise in form and substance acceptable to Lender in its sole discretion, are furnished to Lender (using security documents and guaranties in form and substance acceptable to Lender) within sixty (60) days after the death of Guarantor; provided however during that period Lender shall have no obligation to extend any credit evidenced by the Note or any other evidence of the Indebtedness, whether by advance, disbursement of a loan or otherwise. (13) Borrower, Guarantor or any Other Guarantor which is an entity, without Lender's written consent, (a) is dissolved, (b) merges or consolidates with any third party, (c) leases, sells or otherwise conveys a material part of its assets or business outside the ordinary course of its business, (d) leases, purchases or otherwise acquires a material part of the assets of any other business entity, except in the ordinary course of its business, (e) has a change in its ownership interest aggregating twenty five percent (25%) or more of such ownership interest, (f) expels or has a resignation of a general partner or member with an ownership interest of twenty five percent (25%) or more, or (g) agrees to do any of the foregoing (notwithstanding the foregoing, any subsidiary may merge or consolidate with any other subsidiary, or with an Obligor, so long as the Obligor is the survivor). (14) Borrower, Guarantor or any Other Guarantor who is a natural person leases, sells or otherwise conveys a material part of his or her assets. (15) Any material adverse change occurs in the business assets, affairs, prospects or financial condition of Borrower, Guarantor or any Other Guarantor.

The words "LPO State" mean the state where Lender's loan production office is located as shown in the address for Lender on each Document.

The words "Other Guarantor" mean any obligor who guarantees, singularly or together with others, all or any part of the Indebtedness.

The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now existing or hereafter arising, executed in connection with or related to the Indebtedness.

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PROVISIONS RELATED TO NOTE

These provisions of the Additional Terms apply to the specific loan described in the Note and to each Borrower.

PAYMENT INFORMATION. Borrower will pay Lender at any Lender's address shown on loan account statements sent to Borrower or at such other place as Lender may designate in writing. In addition payments may be made to Lender by electronic transfer with on-line banking, at any branch bank of Lender, or by telephone transfer in the event Borrower elects such payment process. If any payment of principal or interest on the Note shall be received on a day which is not a Business Day, such payment shall be processed on the next succeeding Business Day and any such additional days shall be included in computing interest in connection with such payment. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Lender is authorized to be, and is, closed. The books and records of Lender shall be prima facie evidence of all outstanding principal of and accrued but unpaid interest on the Note. Borrower will pay without setoff, deduction, or counterclaim. Acceptance by Lender of any payment that is less than the payment due at that time shall not constitute a waiver of Lender's right to receive payment in full at that time or any other time.

PRIME RATE. If the interest rate on the Note references Prime or Prime Rate, then the interest rate is subject to fluctuation based upon the Prime Rate of interest in effect from time to time. "Prime Rate" or "Prime" shall mean the rate announced by Lender as its prime rate (which rate may not be the lowest, best or most favorable rate of interest which Lender may charge on loans to its customers). Each change in the rate to be charged on the Note will become effective on the same day as the Prime Rate changes. The interest rate change will not occur more often than once each Business Day. Except as otherwise provided herein, the unpaid principal balance of the Note will accrue interest at a variable rate per annum above or below the Prime Rate as indicated in the Note.

DISHONORED FEE ITEM. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on the Note and the check or pre-authorized charge with which Borrower pays is later dishonored.

TERM LOANS. The Note evidences a term or installment loan obligation. In addition to the payment terms provided in the Note, Borrower agrees that if the interest rate is based on the Prime Rate, then on each day when the Prime Rate increases or decreases (each a "Change Date"), the rate to be charged on the Note shall be adjusted and on the first payment date following the Change Date, periodic installments of principal and interest may, at the option of Lender, be (a) increased or decreased to make certain the loan will pay off by the original final maturity date, (b) increased or decreased to cover accruing interest, (c) increased or decreased in number thereby changing the final maturity date or (d) continued in the same amount with an increase or decrease in the final payment. A final payment shall be due and payable at maturity in the amount of the outstanding principal balance of the Note, plus all accrued but unpaid interest and any other unpaid amounts due under the Note.

SECURITY DOCUMENT FEES. Expenses paid by Lender in processing and/or filing any security documents executed in conjunction with the Indebtedness shall be paid by Borrower and may be charged directly to any line of credit of Borrower or to any of Borrower's depository accounts at Lender ten (10) days after Lender notifies Borrower of said amount.

MAXIMUM INTEREST AND FEES. Notwithstanding anything to the contrary in the Note or in any Related Document, no interest and/or finance charge(s) or fee(s) shall be charged under the Note in excess of the maximum rate allowed by law. Any interest payment that would for any reason be unlawful under applicable law shall be applied to principal.

USE OF LOAN PROCEEDS. Borrower represents, warrants and agrees that the Note evidences a loan for a business, commercial, agricultural or similar commercial enterprise purpose, and that no advances made under the Note shall be used for any personal, family or household purposes. Additionally, Borrower specifically represents, warrants, and agrees no advance under the Note shall be used, directly or indirectly, for purchasing or carrying any "margin stock" as such term or terms of similar meaning shall be defined in Regulation U of the Board of Governors of the Federal Reserve System in effect from time to time. If requested by Lender, Borrower will furnish Lender a statement in conformity with the requirements referred to in Regulation U.

STATE SPECIFIC PROVISIONS. In addition to the foregoing, if the LPO State is a state specified below or Borrower is a resident of, organized under or has its chief executive office in a state specified below, then without limiting any other representation, warranty or agreement, Borrower agrees: (a) Arizona and Utah: to pay an effective rate of interest that is the sum of the interest rate provided for in the Note together with an additional rate of interest resulting from any other charges of interest or in the nature of interest paid or to be paid in connection with the Note; (b) West Virginia: if Borrower is an individual or sole proprietorship, then Borrower hereby represents, warrants and certifies to Lender that any loan evidenced by the Note and any renewals, extensions or modifications thereof is and are incurred primarily for business purposes, that such loan is for an activity that is engaged in primarily for the purpose of generating gross income as that term is defined in West Virginia Code Section 11.13.1 and Borrower hereby further certifies, represents and warrants to Lender that any loan evidenced by the Note is not incurred in connection with any farming or any other agricultural activity engaged in by a producer of agricultural commodities, livestock or other farm products; (c) Indiana: (i) upon a bankruptcy or insolvency of Borrower, the unpaid principal balance of the Note and all accrued but unpaid interest thereon shall automatically become due and payable immediately and shall not be subject to the discretion of Lender and (ii) if the Note evidences a "consumer related loan" as defined in the Uniform Consumer Credit Code as adopted in the State of Indiana (the "UCCC"), then

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notwithstanding anything to the contrary in the Note or in any Related Document, no finance charge(s) or fee(s) shall be charged under the Note in excess of that permitted under the UCCC.

ACCELERATION / REMEDIES. If any Event of Default occurs the Note shall become due and payable immediately, without notice or demand, at Lender's option, and Borrower hereby waives notice of intent to accelerate maturity of the Note and notice of acceleration of the Note. If the Note is not paid at maturity, whether by acceleration or otherwise, Lender shall have all of the rights and remedies provided by any law or under the Note or any Related Document. Lender is authorized to cause all or any part of the Collateral to be transferred to or registered in its name or in the name of any other person or business entity, with or without designating the capacity of that nominee. Without limiting any other available remedy, Borrower is liable for any deficiency in payment of any Indebtedness remaining after disposition of any Collateral. Borrower is liable to Lender for all reasonable costs and expenses of every kind incurred (or charged by internal allocation) in connection with the negotiation, preparation, execution, filing, recording, modification, supplementing and waiver of the Note or the Related Documents and for the making, servicing and collection of the Note or the Related Documents and any other amounts owed under the Note or the Related Documents. Borrower is liable to Lender for all Collection Amounts. All amounts payable under the terms of the Note shall be paid without relief from valuation and appraisal laws.

PROVISIONS RELATED TO GUARANTY

These provisions of the Additional Terms apply to the Guaranty and to each Guarantor.

UNLIMITED. Guarantor's obligation under the Guaranty is UNLIMITED.

CONTINUED RELIANCE. The Guaranty is a continuing guaranty and will continue to be in effect until final payment and performance in full of all Indebtedness and the termination of any commitment of Lender to make loans or other financial accommodations to Borrower. The Guaranty shall remain in effect until payment in full of the Remaining Indebtedness, as defined below, following termination of the Guaranty by Guarantor in accordance with this paragraph or as provided in the section below captioned "Specific Limitation in Kentucky". Guarantor may terminate Guarantor's liability for Indebtedness not in existence or for which Lender has no commitment to advance by delivering written notice to Lender as set forth herein. After Guarantor's termination of the Guaranty, Guarantor will continue to be liable for the following amounts (the "Remaining Indebtedness"): (i) all Indebtedness existing on the effective date of termination and all Indebtedness to which Lender has committed to advance prior to the effective termination date (whether or not Lender is contractually obligated to advance the loans or extensions of credit), (ii) all subsequent renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements and amendments (but not increases) of such Indebtedness, (iii) all interest accruing on such Indebtedness after the effective termination date and (iv) all Collection Amounts incurred with respect to such Indebtedness, including after the effective termination date. Lender may continue to permit Borrower to incur Indebtedness and to issue commitments to Borrower to advance Indebtedness in reliance on the Guaranty until the effective date of termination, regardless of whether at any time or from time to time there is no existing Indebtedness or commitment by Lender to advance Indebtedness.

SPECIFIC LIMITATION IN KENTUCKY. If the LPO state is Kentucky or Guarantor is a resident of, organized under or has its chief executive office in Kentucky, then anything in the Guaranty to the contrary notwithstanding, the maximum aggregate liability of Guarantor under the Guaranty shall not exceed the sum of (a) Ten Million Dollars (\$10,000,000.00), plus (b) interest and fees constituting part of the Indebtedness, plus (c) all Collection Amounts. The Guaranty is a continuing guaranty and shall remain in full force and effect so long as any of the Indebtedness has not been fully paid or performed; provided, however, anything in the Guaranty to the contrary notwithstanding, the Guaranty shall terminate on January 1, 2025 except that such termination shall not affect the liability of Guarantor with respect to the Remaining Indebtedness.

NATURE OF GUARANTY. The Guaranty is an absolute guaranty of payment and performance and not of collection. Therefore, Lender may insist that Guarantor pay immediately, and Lender is not required to attempt to collect first from Borrower, the Collateral, or any other person liable for the Indebtedness. The obligation of Guarantor shall be absolute and unconditional even if all or any part of any agreement between Lender and Borrower is unenforceable, void, voidable or illegal or uncollectible due to incapacity, lack of power or authority, discharge or for any reason whatsoever, and regardless of the existence of any defense, setoff, discharge or counterclaim (in any case, whether based on contract, tort or any other theory) which Borrower may assert. If Borrower is a corporation, limited liability company, partnership or trust, it is not necessary for Lender to inquire into the powers of Borrower or the officers, directors, members, managers, partners, trustees or agents acting or purporting to act on its behalf, and any of the Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder. Without limiting the foregoing, Guarantor's liability is absolute and unconditional irrespective of and shall not be released, diminished or affected by: (a) any present or future law, regulation or order of any jurisdiction (whether of right or in fact) or of any agency thereof purporting to reduce, amend, restructure, render unenforceable or otherwise affect any term of any Indebtedness; or (b) any war, riot or revolution impacting multinational companies or any act of expropriation, nationalization or currency inconvertibility or nontransferability arising from governmental, legislative or executive measures affecting any Obligor or Other Guarantor or the property of any Obligor or Other Guarantor.

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ACCELERATION / REMEDIES. If Guarantor fails to pay any amount owing under the Guaranty, Lender shall have all of the rights and remedies provided by any law or under the Guaranty or any Related Document. Lender is authorized to cause all or any part of the Collateral to be transferred to or registered in its name or in the name of any other person or business entity with or without designation of the capacity of that nominee. Without limiting any other available remedy, Guarantor is liable for any deficiency in payment of any Indebtedness remaining after the disposition of any Collateral. Guarantor is liable to Lender for all Collection Amounts. All amounts payable under the terms of the Guaranty shall be paid without relief from valuation and appraisal laws. All obligations of Guarantor to Lender under the Guaranty, whether or not then due or absolute or contingent, shall, at the option of Lender, without notice or demand, become due and payable immediately upon the occurrence of any default or Event of Default under the terms of any of the Indebtedness or any Related Document or any other event that results in acceleration of the maturity of any Indebtedness, including without limitation, demand for payment of any Indebtedness constituting demand obligations or automatic acceleration in a legal proceeding.

ADDITIONAL REPRESENTATIONS, WARRANTIES, AND COVENANTS BY GUARANTOR. In addition to any other representations, warranties and covenants of Guarantor, Guarantor represents, warrants and covenants that each of the following is true and will remain true until termination of the Guaranty and payment in full of all Indebtedness and agrees with Lender that Guarantor has: (a) without reliance on Lender or any information received from Lender and based upon the records and information Guarantor deems appropriate, made an independent investigation of Borrower, Borrower's business, assets, operations, prospects and condition, financial or otherwise, and any circumstances that may bear upon those matters, Borrower or the obligations, liabilities and risks undertaken in the Guaranty with respect to the Indebtedness; (b) adequate means to obtain from the Borrower on a continuing basis information concerning Borrower, and Lender has no duty to provide any information concerning Borrower or any other obligor to Guarantor; (c) full and complete access to Borrower and any and all records relating to any Indebtedness now and in the future owing by Borrower; and (d) determined that Guarantor will receive benefit, directly or indirectly, by reason of the Indebtedness and has or will receive fair and reasonably equivalent value for, the execution and delivery of the Guaranty.

MULTIPLE GUARANTIES. Guarantor's liability under the Guaranty is independent of its liability under any other guaranty previously or subsequently executed by Guarantor or any one of them, singularly or together with others, as to all or any part of the Indebtedness, and may be enforced for the full amount of the Indebtedness as provided in the Guaranty regardless of Guarantor's liability under any other guaranty.

PROVISIONS RELATED TO SECURITY AGREEMENT AND COLLATERAL

These provisions of the Additional Terms apply to the Security Agreement and to each Grantor. Each Guarantor who grants a security interest in Collateral may be referred to as either Grantor or Guarantor. Each Borrower who grants a security interest in Collateral may be referred to as either Grantor or Borrower. The Security Agreement of Borrower may be included in the Note or in a separate Security Agreement.

CONTINUING SECURITY INTEREST. The Security Agreement is a continuing security interest and will continue to be in effect until final payment and performance in full of all Indebtedness and the termination of any commitment of Lender to make loans or other financial accommodations to Borrower. Grantor grants, pledges and assigns to Lender a continuing security interest in all of the Grantor Collateral (as defined herein) in which Grantor has rights or power to transfer rights and all Grantor Collateral in which Grantor later acquires ownership, rights or power to transfer rights to secure the payment and performance of the Indebtedness.

INDIVIDUAL LIABILITY OF EACH GRANTOR. If more than one person or entity signs as Grantor, their obligations under the Security Agreement are joint and several and solidary. The Grantor Collateral includes any property that is owned by any Grantor individually or with any other.

COLLATERAL. The term "Collateral" means all property and assets granted as collateral security for any of the Indebtedness, whether granted directly or indirectly, whether granted previously, now or hereafter, whether owned individually or jointly with others, whether real property or personal property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located. The Collateral may be granted by any Obligor or any other grantor. Wherever the context requires, the provisions of the Security Agreement shall not apply to any real property Collateral but shall apply only to personal property Collateral. Categories of personal property Collateral described in the Security Agreement shall have the same definitions as are provided for such categories in the UCC.

The term "Collateral" includes the Grantor Collateral. "Grantor Collateral" means all of Grantor's property and assets granted as collateral security for any of the Indebtedness, whether granted directly or indirectly, whether granted previously, now or hereafter, whether owned individually or jointly with others, whether real property or personal property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located. The Grantor Collateral includes the personal property Collateral of the description and categories indicated in the Security Agreement in to which these Additional Terms are incorporated by reference.

In addition, the term "Collateral" includes all "proceeds", "products", "supporting obligations", and "documents" (as such terms are defined in the UCC) of the Collateral, including but not limited to all dividends and all cash, "accounts," "chattel paper,"

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"instruments," and "general intangibles" (as such terms are defined in the UCC) arising from the sale, lease, casualty loss or other disposition of the Collateral, and any Collateral returned to, repossessed by or stopped in transit, and all insurance claims relating to any of the Collateral. The term "Collateral" further includes all of the right, title and interest in and to all books, records, data and software relating to the Collateral, regardless of the form of media containing such Collateral. Grantor agrees to deliver to Lender or Lender's agent any property that represents an increase in the Grantor Collateral or profits or proceeds of the Grantor Collateral. As used herein, the term "UCC" means the Uniform Commercial Code, as in effect from time to time, in the LPO State or, if such LPO State is Louisiana, the Louisiana Commercial Laws, as in effect from time to time.

ADDITIONAL REPRESENTATIONS, WARRANTIES, AND COVENANTS BY GRANTOR. In addition to any other representations, warranties and covenants of Grantor, Grantor represents, warrants and covenants to Lender that each of the following is true and will remain true until payment in full of all Indebtedness and agrees with Lender that: (1) At its own expense, Borrower or Grantor shall maintain comprehensive casualty insurance on the Grantor Collateral against such risks, in such amounts, with such deductibles and with such companies as may be satisfactory to Lender. Each insurance policy on the Grantor Collateral shall contain a lender's loss payable endorsement satisfactory to Lender and a prohibition against cancellation or amendment of the policy or removal of Lender as loss payee without at least thirty (30) days prior written notice to Lender. The policies on the Grantor Collateral, or certificates evidencing them, shall, if Lender so requests, be deposited with Lender. (2) Grantor shall permit Lender or Lender's agent, at Borrower's expense, to inspect and examine the Grantor Collateral, and to inspect and copy the books, records and data related to the Grantor Collateral, and Grantor will provide any information that Lender may reasonably request, all at any time during normal business hours. (3) Grantor shall keep the Grantor Collateral free of liens, encumbrances and other security interests, except for this security interest (unless otherwise specifically agreed to by Lender in writing); maintain the Grantor Collateral in good repair; pay promptly when due all taxes and assessments upon the Grantor Collateral or for the use or operation of the Grantor Collateral; and use the Grantor Collateral in accordance with law and in compliance with any policy of insurance thereon. (4) Grantor will not sell, lease or license, or offer to sell, lease or license, nor grant as security or otherwise transfer to anyone other than Lender the Grantor Collateral or any rights in or to the Grantor Collateral, without the written consent of Lender, except in the ordinary course of business; or change the location of the Grantor Collateral from the locations disclosed to Lender, without providing at least ten (10) days prior written notice to Lender. (5) No financing statement or similar record covering all or any part of the Grantor Collateral or any proceeds thereof is on file in any public office, unless Lender has approved that filing. (6) When the Grantor Collateral is located at, used in or attached to a facility leased by Grantor, Grantor will, at the request of Lender, obtain from the lessor a consent to the granting of this security interest and a release or subordination of the lessor's interest in any of the Grantor Collateral, in form and substance satisfactory to Lender. (7) None of the Grantor Collateral consisting of personal property is now attached nor will it hereafter be attached to real estate so as to constitute a "fixture" (as defined in the UCC). (8) Grantor shall execute and deliver, or cause to be executed and delivered, such other documents as Lender may from time to time request to perfect or to further evidence the pledge, security interest and assignment created in the Grantor Collateral by the Security Agreement.

ACCOUNTS, CHATTEL PAPER, GENERAL INTANGIBLES AND INSTRUMENTS. If the Grantor Collateral includes Grantor's accounts, chattel paper, general intangibles or instruments, then until Lender gives notice to Grantor to the contrary or until an Event of Default occurs, Grantor may use the funds collected in its business. Upon notice from Lender or upon occurrence of an Event of Default, Grantor agrees that all sums of money it receives on account of or in payment or settlement of the accounts, chattel paper, negotiable certificates of deposit, documents, general intangibles and instruments shall be held by it as trustee for Lender without commingling with any of Grantor's other funds, and shall immediately be delivered to Lender with endorsement to Lender's order of any check or similar instrument. It is agreed that, at any time Lender so elects, Lender shall be entitled, in its own name or in the name of Grantor or otherwise, but at the expense and cost of Borrower, to collect, demand, receive, sue for or compromise any and all accounts, chattel paper, negotiable certificates of deposit, documents, general intangibles, and instruments, and to give good and sufficient releases, to endorse any checks, drafts or other orders for the payment of money payable to Grantor and, in Lender's discretion, to file any claims or take any action or proceeding which Lender may deem necessary or advisable. It is expressly understood and agreed, however, that Lender shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature or sufficiency of any payment received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts which may have been assigned to Lender or to which Lender may be entitled at any time or times. All notices required in this paragraph will be immediately effective when sent. Such notices need not be given prior to Lender's taking action. Grantor irrevocably appoints Lender or Lender's designee as Grantor's attorney-in-fact to do all things with reference to Grantor Collateral as provided for in the Security Agreement including without limitation (a) to sign Grantor's name on any invoice or bill of lading relating to any Grantor Collateral, on assignments and verifications of account and on notices to Grantor's customers, (b) to do all things necessary to carry out the Security Agreement or to perform any of Grantor's obligations under the Security Agreement, (c) to notify the post office authorities to change Grantor's mailing address to one designated by Lender, and (d) to receive, open and dispose of mail addressed to Grantor. Grantor ratifies and approves all acts of Lender or Lender's designee as attorney-in-fact. This power of attorney appointment is irrevocable, coupled with an interest, and shall survive the death or disability of Grantor. Lender shall not be liable for any act or omission, nor any error of judgment or mistake of fact or law, but only for its gross negligence or willful misconduct. This power being coupled with an interest is irrevocable until all of the Indebtedness has been fully satisfied. Immediately upon its receipt of any Grantor Collateral evidenced by an agreement, "instrument," "chattel paper" or "document" (as such terms are defined in the UCC) (collectively, "Special Collateral"), Grantor shall mark the Special Collateral to show that it is subject to Lender's security interest, pledge and assignment and shall deliver the original to Lender together with appropriate endorsements and other specific evidence of assignment or transfer in form and substance satisfactory to Lender.

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REMEDIES REGARDING COLLATERAL. If any Event of Default occurs, then Lender shall have the rights and remedies provided by any law or under the Security Agreement or any Related Document. Should a default occur, Grantor will pay to Lender all costs reasonably incurred by Lender for the purpose of enforcing its rights under the Security Agreement, to the extent not prohibited by law, including, without limitation: Collection Amounts, costs of foreclosure, costs of obtaining money damages, and reasonable attorneys' fees (including fees and expenses of counsel for Lender that are employees of Lender or its affiliates, to the extent not prohibited by law) that Lender may incur for any purpose related to the Security Agreement. Lender shall have the right to require Grantor to assemble the Grantor Collateral and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties, the right to take possession of the Grantor Collateral with or without demand and with or without process of law, and the right to sell or otherwise dispose of it and to apply to the Indebtedness and distribute the proceeds, all according to applicable law. Grantor agrees that upon default Lender may dispose of any of the Grantor Collateral in its then present condition, and that the disposal of the Grantor Collateral in its present condition, without repair or clean-up, shall not affect the commercial reasonableness of such disposition. Lender may disclaim warranties of title, possession, quiet enjoyment, and the like, and Grantor agrees that any such action shall not affect the commercial reasonableness of the sale. In connection with the right of Lender to take possession of the Grantor Collateral, Lender may take possession of any other items of property in or on the Grantor Collateral at the time of taking possession, and hold them for Grantor without liability on the part of Lender. Grantor expressly agrees that Lender may enter upon the premises where the Grantor Collateral is believed to be located without any obligation of payment to Grantor, and that Lender may, without cost, use any and all of Grantor's "equipment" (as defined in the UCC) in the manufacturing or processing of any "inventory" (as defined in the UCC). If there is any statutory requirement for notice, that requirement shall be met if Lender sends notice to Grantor at least ten (10) days prior to the date of sale, disposition or other event giving rise to the required notice, and such notice shall be deemed commercially reasonable. Without limiting any other remedy, Borrower is liable for any deficiency remaining after disposition of the Grantor Collateral. Lender is authorized to cause all or any part of the Grantor Collateral to be transferred to or registered in its name or in the name of any other person or business entity, with or without designating the capacity of that nominee. At its option Lender may, but shall be under no duty or obligation to, discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Grantor Collateral, pay for insurance on the Grantor Collateral, and pay for the maintenance and preservation of the Grantor Collateral, and Borrower agrees to reimburse Lender on demand for any such payment made or expense incurred by Lender with interest at the highest rate at which interest may accrue under any instrument evidencing the Indebtedness. Grantor authorizes Lender to endorse and negotiate on Grantor's behalf drafts reflecting proceeds of insurance from the Grantor Collateral, provided that Lender shall remit to Grantor such surplus, if any, as remains after the proceeds have been applied, at Lender's option, to the satisfaction of all of the Indebtedness (in such order of application as Lender may elect) or to the establishment of a cash collateral account for the Indebtedness. Lender shall have the right now, and at any time in the future in its sole and absolute discretion, without notice to Borrower to (a) prepare, file and sign Borrower's name on any proof of claim in bankruptcy or similar document against any owner of the Grantor Collateral and (b) prepare, file and sign Borrower's name on any notice of lien, assignment or satisfaction of lien or similar document in connection with the Grantor Collateral.

ADDITIONAL REMEDIES IN LOUISIANA. If Louisiana is the LPO State or if any of the Grantor Collateral is located in Louisiana, the provisions of this paragraph shall apply. At or following an Event of Default, Lender may cause the Grantor Collateral to be immediately seized wherever found, and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand, or of notifying Grantor, or placing Borrower in default. For purposes of foreclosure under Louisiana executory process procedures, Grantor confesses judgment and acknowledges to be indebted unto and in favor of Lender up to the full amount of the Indebtedness, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. To the extent permitted under applicable Louisiana law, Grantor additionally waives: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure and all other laws with regard to appraisal upon judicial sale; (b) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (e) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other similar provisions of the Louisiana Code of Civil Procedure not specifically listed hereinabove. Should any of the Grantor Collateral be seized as an incident to an action for the recognition or enforcement of the Indebtedness, or the Security Agreement, by executory process, sequestration, attachment, writ of fieri facias, or otherwise, Grantor agrees that the court issuing any such order shall, if requested by Lender, appoint Lender or any person or entity named by Lender at the time such seizure is requested, or at any time thereafter, as keeper of the Grantor Collateral as provided under La. R.S. §§ 9:5136, et seq. Grantor agrees to pay the reasonable fees of such keeper, which compensation to the keeper shall also be a part of the Indebtedness secured. Should it become necessary for Lender to foreclose against the Grantor Collateral, all declarations of fact that are made under an authentic act before a notary public in the presence of two witnesses by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process, and also for purposes of La. R.S. § 9:3509.1, La. R.S. § 9:3504(D)(6), and La. R.S. § 10:9-629, as applicable.

MULTIPLE SECURITY AGREEMENTS. The Security Agreement is in addition to and not in substitution or replacement of any other security agreement executed by Grantor in favor of Lender, and Lender's rights under the Security Agreement and its rights under any such other security agreement are cumulative.

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PROVISIONS APPLICABLE TO EACH OBLIGOR

These provisions of the Additional Terms apply to each Obligor, whether a Borrower, Guarantor or Grantor.

REPRESENTATION, WARRANTIES AND COVENANTS BY EACH OBLIGOR. In addition to any other representations, warranties and covenants as Borrower, Guarantor or Grantor, each such Obligor represents, warrants and covenants to Lender that each of the following is true and will remain true until payment in full of all Indebtedness and agrees with Lender that: (1) If Obligor is not a natural person, (a) it is duly organized and validly existing under the laws of the state where it is organized and is in good standing in each state where it operates or is doing business; and (b) the execution and delivery of each Document by the Obligor and the performance of the obligations each imposes are within its powers and have been duly authorized by all necessary action of its governing body, and do not contravene the terms of its articles of incorporation or organization, its by-laws, regulations or any partnership, operating or other agreement governing its organization and affairs and do not violate any law, conflict with any agreement by which it is bound, or require the consent or approval of any governmental authority or other third party. (2) Each Document is a valid and binding agreement of the Obligor executing such Document, enforceable according to its terms. (3) All balance sheets, profit and loss statements, other financial statements and applications for credit previously, now or hereafter furnished to Lender in connection with the Indebtedness are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not materially and adversely changed since those dates. (4) Obligor has filed and will hereafter file all federal and state tax returns that are required to be filed, has paid and in the future will pay all due and payable taxes and assessments against the property and income of such Obligor and all payroll, excise and other taxes required to be collected and held in trust by such Obligor for any governmental authority. (5) Borrower's legal name and principal residence or chief executive office is exactly as it appears on the first page of the Document and Guarantor or Grantor's legal name is exactly as it appears on the first page of the Guaranty or Security Agreement and Guarantor or Grantor's principal residence or chief executive office is exactly as it appears on the application for the Indebtedness or other written notice of such address provided by Guarantor or Grantor to Lender; and no Obligor will, without Lender's prior written consent, change its name, its business organization, the jurisdiction under which it is formed or organized, or its chief executive office, or any additional places of business. (6) Obligor has not relied and will not rely upon any representations or warranties of Lender not embodied in the Document executed by such Obligor or any acts taken by Lender prior to and after execution or other authentication and delivery of such Document (including but not limited to any review by Lender of the business, assets, operations, prospects and condition, financial or otherwise, of Borrower or any other Obligor). (7) Without notice or demand and without affecting Obligor's obligations hereunder, from time to time, Lender is authorized to: (a) suspend any rights and remedies against, release, either in whole or in part, substitute or add any one or more Borrower, sureties, endorsers, Grantor, Guarantor, Other Guarantors or any other person liable on the Indebtedness; (b) extend, renew, modify, rearrange, restate and substitute the Indebtedness or any Collateral for the Indebtedness; (c) take and hold other Collateral for the payment of the Indebtedness, and enforce, exchange, substitute, subordinate, impair, waive or release any such Collateral; (d) proceed against the Collateral for the Indebtedness and direct the order or manner of sale as Lender in its discretion may determine; (e) take any action against the Collateral for the Indebtedness, and (f) apply any and all moneys received by Lender from any source, including recoveries from the Collateral for the Indebtedness, in such order or manner as Lender in its discretion may determine, including but not limited to applying them against obligations which are not included in the Indebtedness or secured by the Security Agreement. (8) Each of Obligor's obligations hereunder shall not be released, diminished or affected by the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of such Obligor or any other Obligor, or any receivership, insolvency, bankruptcy, reorganization, or other similar proceedings affecting such Obligor and any of its assets or any other Obligor and any of its assets. (9) Obligor expressly consents to any impairment of the Collateral, including, but not limited to, failure to perfect a security interest in the Collateral and any release, either in whole or in part, of the Collateral. Any such impairment or release shall not affect Obligor's obligations hereunder. (10) By entering into the Note, Security Agreement and/or Guaranty, Obligor does not intend to incur or believes that Obligor has not incurred debts that would be beyond Obligor's ability to pay as those debts mature; the execution and delivery of the Note, Security Agreement and/or Guaranty are not intended to hinder, delay or defraud any creditor of Obligor; and Obligor is not engaged in or about to engage in any business or transaction for which the remaining assets of Obligor are unreasonably small in relation to the business or transaction, and any property remaining with Obligor after the execution or other authentication of the Note, Security Agreement and/or Guaranty is not unreasonably small capital for such Obligor. (11) All obligations under any Document and the Indebtedness shall be payable in lawful money of the United States of America. (12) If Borrower or Guarantor is a married resident of Wisconsin or Arizona, each such Borrower and Guarantor represents that this obligation is incurred in the interest of his or her respective marriage and family, binds the marital community, and in addition, also binds the sole and separate property of each such Borrower and Guarantor.

WAIVERS AND CONSENTS BY EACH OBLIGOR. Each Obligor waives: (a) to the extent permitted by law, all rights and benefits under any laws or statutes regarding sureties, as may be amended; (b) any right to receive notice of the following matters before Lender enforces any of its rights under any Document or any other Related Document: (i) Lender's acceptance of any Document or other Related Document, (ii) any Indebtedness that Lender extends to Borrower or any credit that Lender extends to any Obligor, (iii) Borrower's default on the Indebtedness or any default under any Related Document, (iv) any demand, intent to accelerate, acceleration, diligence, presentment, dishonor and protest, (v) any action that Lender takes regarding any Obligor, anyone else, any Collateral, or the Indebtedness that it might be entitled to take by law or under any other agreement, (vi) any Collateral received or delivered, default by any Obligor or any party to any Related Document or other action taken in reliance on any Document, or any Related Document, and all notices and other demands of any description, (vii) diligence and promptness in preserving liability against Borrower, Guarantor or any Other Guarantor on the Indebtedness, and in collecting or bringing suit to collect the Indebtedness from

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Borrower, Guarantor or any Other Guarantor or to pursue any remedy in Lender's power to pursue against any Obligor, (viii) extensions, renewals, modifications, rearrangements, restatements and substitutions of the Indebtedness or any Collateral for the Indebtedness, (ix) any extension or postponement of time of payment on any of the Indebtedness, without limit as to the number or period, (x) failure to pay the Indebtedness as it matures, any other default, adverse change in the financial condition of Borrower, Guarantor or any Other Guarantor, release or substitution of any Collateral, or subordination of Lender's rights in any Collateral, and (xi) every other notice of every kind that may lawfully be waived; (c) any right to require Lender to proceed against Borrower, Guarantor, or any Other Guarantor with respect to the Indebtedness, or any Grantor as to any Collateral, or pursue any remedy in Lender's power to pursue; (d) any defense based on any claim that Obligor's obligations exceed or are more burdensome than those of another Obligor or any Other Guarantor or other grantor of Collateral; (e) the benefit of any statute of limitations affecting liability of Borrower or Guarantor; (f) any defense arising by reason of any disability or other defense of Obligor by reason of the cessation from any cause whatsoever (other than payment in full) of the Indebtedness; and (g) any defense based on or arising out of any defense that Borrower or Guarantor may have to the payment or performance of the Indebtedness or any portion thereof.

STATE SPECIFIC PROVISIONS. In addition to the foregoing, if the LPO State is a state specified below, the Collateral is located in a state specified below or an Obligor is a resident of, organized under or has its chief executive office in a state specified below, then without limiting any other waiver, consent or agreement, such Obligor further waives: (a) Arizona: any and all benefits under Arizona Revised Statutes Sections 12-1641 through 12-1646, inclusive, and Rule 17(f) of the Arizona Rules of Civil Procedure, including any revision or replacement of such statutes or rules hereafter enacted; (b) Connecticut: (i) any and all rights to any prior notice or prior opportunity for a hearing that each Obligor may have under Sections 52-278a to 52-278n, inclusive, of the Connecticut General Statutes, as the same may be amended, or under any similar law whether state, federal or constitutional, that may be hereafter enacted; (ii) any requirement for the posting of a bond and any right to request a court to require Lender to post a bond in connection with any prejudgment remedy sought, it being the intent of each Obligor that in the event of any legal action between any Obligor and Lender pertaining to the Note, any other Document, or the Indebtedness, Lender may invoke any prejudgment remedy, without providing such Obligor with any prior notice or prior opportunity for a hearing and Lender's attorney is specifically authorized to issue a writ for any prejudgment remedy without prior court order; and (iii) each Obligor acknowledges that the waivers herein are made knowingly and voluntarily and after consideration of the ramifications of these waivers with its attorneys; (c) Oklahoma: (i) all rights, remedies, defenses and claims and/or rights of counterclaim, recoupment, offset or setoff, including, but not limited to, all offsets, setoffs, rights, remedies or defenses that may be afforded Borrower, Guarantor, an endorser and any other party liable under the Note or the Guaranty (by any of Title 12, Okla. Stat. (2001), §686, Title 15, Okla. Stat. (2001), §334, 337, 338 and 344, and/or Title 46, Okla. Stat. (2001), §43, as any of such statutes may be amended from time to time; and (ii) any defenses given to Borrower, Guarantor, an endorser or any other party liable on the Note or Guaranty by any failure, neglect or omission by Lender to perfect in any manner the collection of the Indebtedness or the Collateral, including the failure or omission to seek a deficiency judgment against Borrower, Guarantor or Other Guarantor; (d) Texas: to the extent not prohibited by applicable law, (i) all rights of Guarantor under Rule 31, Texas Rules of Civil Procedure, Chapter 34 of the Texas Business and Commerce Code, and Section 17.001 of the Texas Civil Practice and Remedies Code; (ii) to the extent any Obligor is subject to the Texas Revised Partnership Act ("TRPA") or Section 152.306 of the Texas Business Organizations Code ("BOC"), compliance by Lender with Section 3.05(d) of TRPA and Section 152.306(b) of BOC; and (iii) if the Indebtedness is secured by an interest in real property, all rights of each Obligor under Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as amended from time to time); and (e) Utah: any and all benefits of any law, rule or statute limiting any deficiency upon the liquidation, sale or foreclosure of any Collateral, including Utah Code Annot. Sections 57-1-23 through 57-1-32, inclusive, and Utah Code Annot. Section 78-37-1, including any revision or replacement of such statutes hereafter enacted.

FINANCIAL INFORMATION. Each Borrower and Guarantor further agrees to provide to Lender the financial statements and other information relating to the financial condition, properties and affairs of Borrower or Guarantor as provided for in any Related Document or as Lender requests from time to time.

COOPERATION. Each Obligor agrees to fully cooperate with Lender and not to delay, impede or otherwise interfere with the efforts of Lender to secure payment from the assets which secure the Indebtedness including actions, proceedings, motions, orders, agreements or other matters relating to relief from automatic stay, abandonment of property, use of cash collateral and sale of Lender's Collateral free and clear of all liens.

RIGHTS OF SUBROGATION. Each Obligor waives and agrees not to enforce any rights of subrogation, contribution or indemnification that it may have against any other Obligor, any other person liable on the Indebtedness, or the Collateral, until such other Obligor and any other person liable on the Indebtedness has fully performed all its obligations to Lender, even if those obligations are not covered herein or in the Related Documents.

REINSTATEMENT. Each Obligor agrees that to the extent any payment or transfer is received by Lender in connection with the Indebtedness, and all or any part of the payment or transfer is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be transferred or repaid by Lender or transferred or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise (any of those payments or transfers is hereinafter referred to as a "Preferential Payment"), then each Document and Related Document shall continue to be effective or shall be reinstated, as the case may be, even if the Document or any other Related Document evidencing the Indebtedness has been marked paid, marked paid in full, released, canceled or returned to Borrower, and whether or not Lender is in possession of the Document or other Related Document, and, to the extent of the

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payment, repayment or other transfer by Lender, the Indebtedness or part intended to be satisfied by the Preferential Payment shall be revived and continued in full force and effect as if the Preferential Payment had not been made. Each Obligor agrees to execute and deliver to Lender any new Note, Security Agreement or Guaranty in form and substance acceptable to Lender, if necessary or if requested by Lender to evidence the reinstatement of the Obligor's promise to pay, guarantee of the Indebtedness or grant of Grantor Collateral.

CONFESSION OF JUDGMENT BY BORROWER AND BY GUARANTOR. Each Borrower and Guarantor who is a natural person residing in, or is an entity with a chief executive office in, the State or Ohio or Illinois each separately hereby irrevocably authorize and empower any attorney-at-law, including an attorney hired by Lender, to appear in any court of record and to confess judgment against Borrower for the unpaid amount of the Note and/or against the Guarantor for the unpaid amount of the Indebtedness, as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due together with attorney's fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of the Note and/or the Guaranty, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower and Guarantor waive the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on the Note and all amounts owing from the Guarantor related to the Indebtedness have been paid in full. Borrower and Guarantor each waives any conflict of interest that an attorney hired by Lender may have in acting on behalf of Borrower and/or Guarantor in confessing judgment against Borrower and/or Guarantor while such attorney is retained by Lender. Borrower and Guarantor each expressly consents to such attorney acting for Borrower and/or Guarantor in confessing judgment.

RIGHT OF SETOFF AGAINST BORROWER AND GUARANTOR. In addition to the Collateral, if any, Borrower and Guarantor each separately hereby grants to Lender a security interest in the Granted Accounts, and Lender is authorized to setoff and apply any or all of Borrower's and/or Guarantor's Granted Accounts, Securities and Other Property, and Lender Debt against the Indebtedness. This right of setoff may be exercised and enforced at any time and from time to time, without prior notice to Borrower or Guarantor, and regardless of whether or not Lender has made any demand under the Note or the Guaranty, or whether the Indebtedness is contingent, matured, or unmatured. Any delay, neglect or conduct by Lender in exercising its rights under this paragraph will not be a waiver of the right to exercise this right of setoff or enforce this security interest in the Granted Accounts. The rights of Lender under this paragraph are in addition to other rights Lender may have in or by virtue of the Note or the Guaranty, the Related Documents or by law. In this paragraph: (a) the words "Granted Accounts" mean any and all accounts and deposits of Borrower or Guarantor (whether general, special, time, demand, provisional or final) at any time held by Lender (including all Granted Accounts held jointly with another, but excluding any IRA, Keogh Account or any trust account in which a security interest would be prohibited by law); (b) the words "Securities and Other Property" mean any and all financial assets, securities entitlements, securities accounts, investment property and other personal property of Borrower or Guarantor in the custody, possession or control of Lender, JPMorgan Chase & Co. or their respective subsidiaries and affiliates (other than property held by Lender in a fiduciary capacity); and (c) the term "Lender Debt" means all obligations or debt at any time owing by Lender to or for the credit or account of Borrower or Guarantor and any claim of Borrower or Guarantor (whether individual, joint and several, solidary or otherwise) against Lender now or hereafter existing.

INDIVIDUAL LIABILITY OF EACH BORROWER AND GUARANTOR. If more than one person or entity signs as Borrower, their obligations are joint and several and solidary. If more than one person or entity signs as Guarantor, their obligations are joint and several and solidary. In addition, each Guarantor and each Borrower shall be jointly and severally and solidarily liable for repayment of the Note and the Indebtedness with any other Borrower, Guarantor and Other Guarantor. Lender may elect to enforce its rights against or compromise or release fewer than all Borrowers, Guarantors, or Other Guarantors without impairing, waiving, altering or releasing the obligations of any other Borrower, Guarantor and Other Guarantor.

REPORTS TO CREDIT BUREAUS. Both Borrower and Guarantor acknowledge that Lender may report information to credit bureaus about the account for the term loan or line of credit evidenced by the Note and about any other account evidencing the Indebtedness. Late Payments, missed payments, or other defaults on the Note or other Indebtedness may be reflected in the credit reports of Borrower and of Guarantor.

MISCELLANEOUS. Each Obligor agrees: (1) In any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the Indebtedness of Borrower would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Borrower's liability under the Indebtedness, then, notwithstanding any other provision herein to the contrary, the amount of such liability shall, without any further action by such Borrower or Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding. (2) Each Document binds the Obligor thereon and their respective heirs, successors and assigns with respect thereto, and benefits Lender, its successors and assigns. Any reference to Lender includes any holder of the Document. (3) If any Document is issued pursuant to and entitled to the benefits of any credit agreement or loan agreement by and between Borrower and Lender (the "Credit Agreement"), then the terms and provisions of any such Credit Agreement are hereby incorporated and made a part hereof by this reference thereto with the same force and effect as if set forth at length herein. No reference to the Credit Agreement and no provisions of any Document or the Credit Agreement shall alter or impair the absolute and unconditional obligation of Borrower to pay the principal and interest on the Note provided for herein or any other

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Indebtedness. (4) Section headings are for convenience of reference only and do not affect the interpretation of the Documents. (5) Any notices and demands under or related to the Documents or any Related Documents shall be in writing and delivered to the intended party. Notices to Lender or Borrower shall be sent to its address stated herein. Notices to Guarantor or any Grantor other than Borrower shall be sent to its address on the application for the Indebtedness or other written notice of such address provided by Guarantor or Grantor to Lender. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided herein. When the Note includes a specific provision permitting the Lender to give notice related to the modification of certain terms of the Note or notice of certain other matters related to advances on the Note, any such notice shall be delivered by letter or by inclusion in the periodic loan account statement of Borrower, effective upon deposit in the regular United States mail, postage prepaid. All other notices shall be delivered: (a) by hand, effective upon receipt, (b) by a nationally recognized overnight courier service, effective on the day after the day of deposit, or (c) by certified mail, postage prepaid, with return receipt requested, on the third day after the notice is deposited in the mail. (6) The Documents and any other Related Documents embody the entire agreement between each Obligor and Lender regarding the terms of the Indebtedness evidenced by the Note and supersede all oral statements and prior writings relating to that Indebtedness. (7) No modification or waiver of any provision of any Document is effective unless agreed to by Lender in writing. (8) Lender may waive or delay enforcing any of its rights without losing them and any such waiver by Lender affects only the specific terms and time period stated in the waiver. (9) If any provision of a Document, cannot be enforced, the remaining provisions of the Document shall continue in effect. (10) Each Obligor agrees that Lender may provide any information or knowledge Lender may have about each Obligor or any matter relating to the Documents, the Related Documents or the Indebtedness to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of the Documents or Related Documents evidencing the Indebtedness and each Obligor waives any right to privacy which they might have with respect to such matters. (11) Each Obligor agrees that Lender may at any time sell, assign or transfer one or more interests or participations in all or any part of its rights and obligations in the Documents and Related Documents to one or more purchasers whether or not related to Lender.

INDEMNIFICATION. Borrower and Guarantor each agrees to indemnify, defend and hold Lender, its parent companies, subsidiaries, affiliates, their respective successors and assigns and each of their respective shareholders, directors, officers, employees and agents (collectively the "Indemnified Persons") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency, expense, interest, penalties, attorney's fees (including the fees and expenses of attorneys engaged by the Indemnified Person at the Indemnified Person's reasonable discretion) and amounts paid in settlement ("Claims") to which any Indemnified Person may become subject arising out of or relating to the Document, the Indebtedness or the Collateral, including any Claims resulting from any Indemnified Person's own negligence, except to the limited extent that the Claims are proximately caused by the Indemnified Person's gross negligence or willful misconduct. Grantor each agrees to indemnify, defend and hold the Indemnified Persons harmless from and against any and all Claims to which any Indemnified Person may become subject arising out of or relating to the Grantor Collateral, including any Claims resulting from any Indemnified Person's own negligence, except to the limited extent that the Claims are proximately caused by the Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this paragraph shall survive the termination of the Document and the Indebtedness and shall not be affected by the presence, absence or amount of or the payment or nonpayment of any claim under, any insurance.

GOVERNING LAW AND VENUE. Each Document shall be governed by and construed in accordance with the laws of the LPO State (without giving effect to its laws of conflicts); EXCEPT THAT, NOTWITHSTANDING ANY PROVISION OF THE NOTE TO THE CONTRARY, INTEREST TO BE CHARGED BY LENDER SHALL BE GOVERNED BY FEDERAL LAW (INCLUDING WITHOUT LIMITATION 12 U.S.C. SECTIONS 85) AND THE LAW OF THE STATE OF OHIO, WHERE THE MAIN OFFICE OF LENDER IS LOCATED. Each Obligor agrees that any legal action or proceeding with respect to any of its obligations under any Document or Related Document may be brought by Lender in any state or federal court located in the LPO State, as Lender in its sole discretion may elect. By the execution and delivery of a Document, each Obligor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. Each Obligor waives any claim that the LPO State is not a convenient forum or the proper venue for any such suit, action or proceeding.

JURY WAIVER. EACH OBLIGOR AND LENDER (BY ITS ACCEPTANCE HEREOF), EACH HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN ANY ONE OR MORE OBLIGOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, THE RELATED DOCUMENTS, OR ANY RELATIONSHIP BETWEEN OR AMONG ANY ONE OR MORE OBLIGOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING EVIDENCED BY THIS DOCUMENT AND THE RELATED DOCUMENTS.

THIS AGREEMENT AND THE OTHER WRITTEN RELATED DOCUMENTS REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.