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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0910045196 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/10/2009 02:41 PM Pg: 1 of 20

Report Mortgage Fraud
800-532-8735

The property identified as: **PIN: 13-04-312-012-0000**

Address:

Street: 5353 West Armstrong Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60646

Lender: JOSEPH T. RYERSON & SON, INC.

Borrower: PYRAMID MOULDINGS, INC.

Loan / Mortgage Amount: \$500,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 5896CFEE-BD9A-4516-81BB-840BA8E420AE

Execution date: 04/10/2009

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This Instrument Prepared by, Recorded
at the Request of and When Recorded Return to:

Stephen F. Garcia
Attorney at Law
53 W. Jackson Blvd., Suite 1660
Chicago, Illinois 60604-3731

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

BY

PYRAMID MOULDINGS, INC.,
a Delaware corporation,

as Mortgagor,

TO

JOSEPH T. RYERSON & SON, INC.,
a Delaware corporation,

as Mortgagee

DATED: April 3, 2009

Address of the Property: 5353 West Armstrong Avenue
Chicago, Cook County, Illinois

Permanent Tax Numbers: Parcel (1) 13-04-312-012-0000
Parcel (2) 13-04-312-014-0000

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING ("Mortgage") is made as of April 3, 2009, by **PYRAMID MOULDINGS, INC.**, a Delaware corporation with its principal office at 4630 County Road 209 South, Green Cove Springs, Florida 32043 ("**Mortgagor**"), to **JOSEPH T. RYERSON & SON, INC.**, a Delaware corporation with an office at 2621 15th Place, Chicago, IL 60608 (together with any successors or assigns in such capacity, the "**Mortgagee**").

1

RECITALS

WHEREAS, Mortgagor is (a) the owner and holder of fee simple title in and to all of the real estate located in the County of Cook in the State of Illinois (the "**State**") more fully described in Exhibit A attached hereto (the "**Premises**"), which Premises form a portion of the Property described below, and (b) the owner of the Personal Property (as hereinafter defined);

WHEREAS, in order to induce the Mortgagee to enter into the Trade Credit Extension Agreement (the "**Trade Agreement**") and to continue to sell product to Mortgagor pursuant the terms thereof, Mortgagor and the Mortgagee have agreed to grant to the Mortgagee, for its benefit, a security interest in, and a second mortgage lien upon, the Property (as hereinafter defined) to secure all of the Obligations under and in respect of the Trade Agreement (collectively, the "**Secured Indebtedness**"); and

WHEREAS, the total amount of Secured Indebtedness secured by this Mortgage may decrease or increase from time to time but the total unpaid principal balance so secured at any one time shall not exceed \$500,000.00.

2

THE GRANT

NOW, THEREFORE, in order to secure the payment of any and all Secured Indebtedness, and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid by Mortgagee to Mortgagor, the Recitals above stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor **GRANTS, BARGAINS, SELLS, ASSIGNS, RELEASES, ALIENS, TRANSFERS, WARRANTS, DEMISES, CONVEYS and MORTGAGES** to Mortgagee and its successors and assigns forever (and grants to Mortgagee and its successors and assigns forever a continuing security interest in and to) all of Mortgagor's estate, right, claim and interest in and to the Premises described on Exhibit A, together with all Mortgagor's estate, right, claim and interest in and to the following described property, all of which other property is pledged primarily on a

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parity with the Premises and not secondarily (the Premises and the following described rights, interests, claims and property are collectively referred to as the "**Property**");

(a) all buildings, structures and other improvements of every kind and description now or hereafter erected, situated, or placed upon the Premises (the "**Improvements**"), together with any and all Personal Property (as defined in Paragraph (i) below) and all attachments now or hereafter owned by Mortgagor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements, including all extensions of, additions to, betterments, renewals of, substitutions for and replacements for any of the foregoing;

(b) all claim, demand, right, title and interest of Mortgagor now owned or hereafter acquired, including without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to any and all (i) land or vaults lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Premises; (ii) alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Premises or the Improvements; (iii) storm and sanitary sewer, water, gas, electric, railway and telephone services relating to the Premises and the Improvements; (iv) development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Premises or any part thereof; and (v) tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances and privileges relating to the Premises or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claims at law or in equity;

(c) all leasehold estates and right, title and interest of Mortgagor in any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Premises or the Improvements or any portion thereof, now or hereafter existing or entered into (collectively "**Leases**");

(d) all rents, issues, profits, royalties, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the Premises and Improvements under the Leases or otherwise (collectively "**Rents**"), subject to the right, power and authority in the Assignments (as hereinafter defined) to collect and apply the Rents;

(e) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or the Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property now owned or hereafter acquired by Mortgagor;

(f) any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Premises and Improvements or other rights, interests or properties comprising the Property now owned or hereafter acquired;

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(g) all rights of Mortgagor to any and all plans and specifications, designs, drawings and other matters prepared for any construction on the Premises or regarding the Improvements;

(h) all right, title and interest of Mortgagor in and to all the following tangible personal property ("**Personal Property**") owned by Mortgagor and now or at any time hereafter located in, on or at the Premises or the Improvements and used or useful in connection therewith:

(i) all building materials and equipment located upon the Premises and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements (all of which shall be deemed to be included in the Property upon delivery thereto);

(ii) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, plumbing, sprinkler, waste removal, refrigeration, ventilation, and all fire sprinklers, alarm systems, protection, electronic monitoring equipment and devices;

(iii) all window, structural, maintenance and cleaning equipment and rigs; and

(iv) all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used or useful in connection with the operations or maintenance of the Premises or the Improvements. All such property owned by Mortgagor and placed by it on the Premises or used in connection with the operation or maintenance shall, so far as permitted by law, be deemed for the purposes of this Mortgage to be part of the real estate constituting and located on the Premises and covered by this Mortgage. As to any of the property that is not part of such real estate or does not constitute a "fixture," as such term is defined in the Uniform Commercial Code of the State (the "**Code**"), this Mortgage shall be deemed to be a security agreement under the Code for the purpose of creating hereby a security interest in property, which Mortgagor hereby grants to the Mortgagee as "secured party" as defined in the Code. The enumeration of any specific items of Personal Property set forth herein shall in no way exclude or be held to exclude any items of property not specifically enumerated;

(i) all the estate, interest, right, title or other claim or demand which the Mortgagor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Property and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards and compensation resulting from a change of

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grade of streets and awards and compensation for severance damages (collectively "Awards").

TO HAVE AND TO HOLD the Property hereby mortgaged and conveyed or so intended, together with its rents, issues and profits, unto the Mortgagee, its successors and assigns, forever, for the uses and purposes herein set forth, subject, however, only to the Permitted Liens.

The Mortgagor hereby covenants with the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof, Mortgagor owns the Property and has good, indefeasible estate therein, in fee simple; that the Property is free from all encumbrances and exceptions to title (and any claim of any other person) other than those encumbrances and exceptions which are Permitted Liens; that it has good and lawful right to sell, mortgage and convey the Property; and that Mortgagor and its successors and assigns shall forever warrant and defend the Property against all claims and demands whatsoever.

If and when Mortgagor has paid all of the Secured Indebtedness, and has strictly performed and observed all of the agreements, terms, conditions, provisions and warranties contained herein and in the Trade Agreement, then this Mortgage and the estate, right and interest of the Mortgagee in and to the Property shall cease and shall be released at the cost of Mortgagor, but otherwise shall remain in full force and effect.

GENERAL AGREEMENTS

3.1. Payment of Indebtedness. Mortgagor shall pay promptly and when due all amounts owing by Mortgagor with respect to the Secured Indebtedness, whether pursuant to the Trade Agreement or otherwise.

3.2. Impositions. Mortgagor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise (all of the foregoing being herein collectively referred to as "**Impositions**"), that may be asserted against the Property or any part thereof or interest therein. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any Impositions.

3.3. Payment of Impositions by Mortgagee. Upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), Mortgagee is hereby authorized to make or advance, in the place and stead of Mortgagor, any payment relating to Impositions, unless such Imposition is then being contested by Mortgagor pursuant to Paragraph 3.2. Mortgagee may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any Impositions, lien, sale, forfeiture, or related title or claim. Upon the occurrence and during the continuance of an Event of Default, Mortgagee is further authorized to make or advance, in place of Mortgagor, unless

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such matter is being contested by Mortgagor in accordance with Paragraph 3.2, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Paragraph, whenever, in Mortgagee's reasonable judgment and discretion, such advance seems necessary or desirable to protect the full security intended to be created by this Mortgage. All such advances and indebtedness authorized by this Paragraph shall constitute Secured Indebtedness and shall be repayable by Mortgagor upon demand with interest at the highest rate of interest which may be due and owing from time to time as permitted by the State of Illinois (the "**Default Rate**").

3.4 Insurance. The Mortgagor shall insure the Property. Upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), Mortgagee is hereby authorized to make or advance, in the place and stead of Mortgagor, any payment on account of any insurance premium or premiums due but not paid by Mortgagor. Mortgagee may do so according to any bill, statement, or estimate procured without inquiry into the accuracy or the validity of the amounts due thereunder. All such advances and indebtedness authorized by this Paragraph shall constitute Secured Indebtedness and shall be repayable by Mortgagor upon demand with interest at the Default Rate. Any insurance purchased by Mortgagee hereunder may, but need not, protect Mortgagor's interest. The coverage that Mortgagee purchases may not pay any claim that Mortgagor may make or any claim that is made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required herein. The cost of insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

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3.5. Condemnation and Eminent Domain. Mortgagor shall give Mortgagee prompt notice of all proceedings, instituted or threatened, seeking condemnation or a taking by eminent domain or like process (herein collectively called "**Taking**"), of all or any part of the Property or affecting any related easement or appurtenance (including severance of, consequential damage to, or change in grade of streets), and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceeding. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all Awards resulting from any Taking. Mortgagee is hereby authorized to collect and receive from the condemnation authorities all Awards and is further authorized to give appropriate receipts and acquittances. During the existence of an Event of Default, Mortgagee shall be entitled and is hereby empowered to appear in any condemnation, eminent domain or similar proceeding on behalf of Mortgagor, and the result of any such proceeding shall be inclusively binding upon Mortgagor.

3.6. Maintenance of Property.

(a) Mortgagor shall:

(i) promptly repair, restore, replace or rebuild any material portion of the Property which may become damaged, destroyed, altered, removed, severed, or demolished, whether or not proceeds of insurance are available or sufficient for the purpose, with replacements at least equal in quality and condition as previously existed, free from any security interest in, encumbrances on or reservation of title thereto, except the lien of this Mortgage;

(ii) keep the Property in good condition and repair, without waste, and free from mechanics', materialmen's or title liens or claims except for Permitted Liens; and

(iii) not make any material alterations in the Property, except as required by law or municipal ordinance or in the ordinary course of business.

(b) Upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), Mortgagee is hereby authorized to perform any act set forth in paragraph 3.6(a) above, in the place and stead of Mortgagor, any Mortgagor may make any advance or payment required thereof, such payments to be made in Mortgagee's sole discretion. All such advances and payments authorized by this Paragraph shall constitute Secured Indebtedness and shall be repayable by Mortgagor upon demand with interest at the Default Rate.

3.7. Change in Tax Laws. In the event of the enactment, after the date of this Mortgage, of any law of the United States of America, or any state or political subdivision thereof, (i) deducting from the value of the Premises, for the purpose of taxation, the amount of any lien thereon; (ii) imposing upon Mortgagee the payment of all or any part of the taxes, assessments, charges or liens hereby required to be paid by Mortgagor; or (iii) changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagor's interest in the Property, or the manner of collection of taxes, so as to adversely affect this Mortgage or the Secured Indebtedness; then Mortgagor, upon demand by Mortgagee, shall pay

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such taxes, assessments, charges, or liens or reimburse Mortgagee therefor to the extent permitted by law. Nothing contained in this Paragraph 3.7 shall be construed as obligating Mortgagor to pay any portion of Mortgagee's federal or state income or corporate franchise tax.

3.8. Assignment of Leases and Rents. All right, title, and interest of Mortgagor in and to all present Leases affecting the Property and including and together with any and all future Leases, written or oral, upon all or any part of the Property and together with all of the rents, income, receipts, revenues, issues, avails and profits from or due or arising out of the Property are hereby transferred and assigned simultaneously herewith to Mortgagee as further security for the payment of the Secured Indebtedness. Each Lease shall be subordinate to this Mortgage. It is the intention of the parties that the assignment contained in this paragraph shall be an absolute and present assignment, provided that Mortgagee hereby grants Mortgagor a revocable license to exercise all rights and powers of a landlord under such leases.

Following the occurrence of and during the continuance of an Event of Default, Mortgagee, in its sole discretion, may elect to revoke the foregoing license, at which time (a) Mortgagee shall have the rights and powers of landlord under such leases, and (b) this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all Rents directly to Mortgagee without proof of the Event of Default.

Notwithstanding the foregoing, unless Mortgagee takes actual possession of the Property, Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any Lease, and Mortgagor shall and does hereby agree, except to the extent of Mortgagee's gross negligence or willful misconduct, to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of all alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such Lease. Should Mortgagee incur any such liability, loss or damage under any Lease or under or by reason of its assignment, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby. Mortgagor shall reimburse Mortgagee therefor promptly upon demand with interest payable at the Default Rate.

3.9. Uniform Commercial Code. This Mortgage constitute a Security Agreement as that term is used in the Code with respect to: (i) all sums at any time on deposit for the benefit of Mortgagee pursuant to any of the provisions of this Mortgage, the Trade Agreement; and (ii) any part of the Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property (including all replacements, additions and substitutions) other than real estate (collectively "**Collateral**"). All of Mortgagor's right, title and interest in the Collateral is hereby assigned to Mortgagee to secure the payment of the Secured Indebtedness and the performance of all of Mortgagor's obligations. All of the terms, provisions, conditions and agreements contained in this Mortgage apply to the Collateral as fully and to the same extent as to any other property comprising the Property.

After the occurrence and during the continuance of an Event of Default, Mortgagee shall have the remedies of a secured party under the Code, including, without

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limitation, the right to take immediate and exclusive possession of the Collateral or any part thereof.

The remedies of Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure so long as any part of the Secured Indebtedness remains unsatisfied. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover and include all Leases between the Mortgagor, as lessor, and various tenants, as lessee, including all extensions and renewals of the Lease terms, as well as any amendments to or replacements of the Leases, together with all of the right, title and interest of the Mortgagor as lessor, including, without limiting the generality of the foregoing, the present and continuing right to: (i) make claim for, collect and receive any and all of the Rents, and moneys payable as damages or in lieu of the Rents and moneys payable as the purchase price of the Property or any part thereof or claims for money and other sums of money payable or receivable thereunder howsoever payable; and (ii) bring actions and proceedings thereunder or for the enforcement thereof and to do any and all things which Mortgagor or any lessor is or may become entitled to do under the Leases.

This Mortgage is intended to be a "fixture filing": within the purview of Sections 9-334 and 9-502 of the Code with respect to the Personal Property which are or may become fixtures relating to the Premises upon recording of this Mortgage in the real estate records of the property office. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinbelow set forth in Section 5.1 hereof.

3.10. Releases. Without notice and without regard to the consideration therefore, and to the existence at that time of any inferior liens, Mortgagee may release from the lien created hereby all or any part of the Property, or release from liability an person obligated to repay any of the Secured Indebtedness, without affecting the liability of any party under any of the Trade Agreement (including, without limitation, any guaranty given as additional security) and without in any way affecting the priority of the lien created hereby. Mortgagee may agree with any liable party to extend the time for payment of any part or all of the Secured Indebtedness. Such agreement shall not in any way release or impair the lien created by this Mortgage or reduce or modify the liability of any person or entity obligated personally to repay the Secured Indebtedness, but shall extend the lien created by this Mortgage as against the title of all parties having any interest in the Property.

3.11. Further Assurances. Mortgagor agrees that, upon request of Mortgagee from time to time, it will, at Mortgagor's sole cost and expense, execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage, including without limitation, reimbursing Mortgagee for the costs of appraisals of the Property, to the extent that Mortgagee determines in good faith that such appraisals are required by any law or any governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any interpretation thereof, including, without limitation, the provisions of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, and any rules promulgated to implement such provisions. In the event that Mortgagor shall

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fail to do any of the foregoing, Mortgagee may, in its sole discretion, do so in the name of Mortgagor, and Mortgagor hereby appoints Mortgagee as its attorney-in-fact to do any of the foregoing.

4

EVENT OF DEFAULT AND REMEDIES

4.1. Event of Default. The occurrence of an "Event of Default" as such term is defined in any of the Trade Agreement shall constitute an "**Event of Default**" under this Mortgage.

4.2. Acceleration of Maturity. Following the occurrence of and during the continuance of an Event of Default, the Secured Indebtedness may become due and payable. Upon acceleration, Mortgagee may immediately proceed to foreclose this Mortgage and/or exercise any right, power or remedy provided by this Mortgage and/or the Trade Agreement, and or by law or in equity conferred and pursue all remedies afforded to a mortgagee under and pursuant to applicable law.

4.3. Remedies Cumulative and Non-Waiver. No remedy or right of Mortgagee hereunder or under the Trade Agreement, as the case may be, or otherwise, or available under applicable law, shall be exclusive of any other right or remedy. Each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any grace period. Every remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee shall be in addition to, and not in limitation of, those provided by law or any other written agreement or instrument relating to any of the Secured Indebtedness or any security therefor.

4.4. Litigation Expenses. In any proceeding to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under the Trade Agreement, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting, all related reasonable expenses paid or incurred by or on behalf of Mortgagee, to the extent reimbursable under Sections 15-1510 and 15-1512 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.), whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in the Mortgage. Such expenses shall include: reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, survey costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and any similar data and assurances with respect to title to the Property as Mortgagee may deem reasonably necessary either to prosecute or defend any such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of the Premises or the Property. All foregoing expenses, and such other reasonable expenses as may be incurred in the protection of any of the Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation affecting this Mortgage, Trade Agreement or the Property, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding

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(which may be estimated as to items to be expended after entry of such judgment or decree), shall be due and payable by Mortgagor upon demand with interest thereon at the Default Rate.

4.5. Mortgagee's Performance of Mortgagor's Obligations. After the occurrence and during the continuance of an Event of Default, Mortgagee, either before or after acceleration of any or all of the Secured Indebtedness or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein, in the Trade Agreement or any document or instrument related thereto which is required of Mortgagor (whether or not Mortgagor is personally liable therefore) in any reasonable form and manner deemed expedient to Mortgagee; and Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on any permitted prior mortgage or encumbrances and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises, or contest any Impositions and may, but shall not be required to, complete construction, furnishing and equipping of the Improvements upon the Premises and rent, operate and manage the premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and Improvements shall be operational and usable for their intended purposes. All moneys paid for any of the purposes herein authorized, and all reasonable expenses paid or incurred in connection therewith, including reasonable attorneys' fees and any other moneys advanced by Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises and such Improvements, or to pay any such operating costs and expenses thereof or to keep the Premises and Improvements operational and usable for their intended purposes, shall constitute Secured Indebtedness, whether or not they exceed the amount of the Notes, and shall become due and payable upon demand and with interest thereon at the Default Rate. Mortgagee, in making any payment hereby authorized: (a) for the payment of Impositions, may do so according to any bill or statement, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim or lien which may be asserted; or (c) for the completion of construction, furnishing or equipping of the Improvements or the Premises or the rental, operation or management of the Premises or the payment of operating cost and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefore as Mortgagee may deem appropriate or may perform the same itself. The provisions of this Section 4.5 shall be construed as additional rights benefiting Mortgagee hereunder, and shall not be construed to limit or be limited by Sections 3.3, 3.4 and 3.6(b) hereof.

4.6. Right of Possession. In any case in which Mortgagee has a right to institute foreclosure proceedings (whether or not the entire principal sum secured hereby becomes immediately due and payable or whether before or after the institution of foreclosure proceedings or whether before or after judgment thereunder and at all time until the confirmation of sale) and upon Mortgagee's request to the court, Mortgagor shall, immediately upon Mortgagee's demand, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of the Property or any part thereof, personally or by its agent or attorneys. Mortgagee may enter upon and take and maintain possession or may apply to the court in which a foreclosure is pending to be placed in possession of all or any part of the Property, together with all documents, books, records,

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papers, and accounts of Mortgagor or the then owner of the Property relating thereto. Mortgagee may exclude Mortgagor, such owner, and any agents and servants from the Property. In its own name Mortgagee may hold, operate, manage, and control all or any part of the Property and conduct the business thereof, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as it may reasonably deem proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Property, including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor.

4.7. Priority of Rent Payments. Any rents, issues, deposits, profits, and avails of the Property received by Mortgagee after taking possession of the Property, or pursuant to any assignment to Mortgagee under the provisions of this Mortgage, shall be applied in the manner set forth in Section 4.10 hereof.

4.8. Appointment of Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall appoint a receiver of the Property whenever Mortgagee when entitled to possession so requests. Such appointment may be made either before or after foreclosure sale pursuant to applicable law; without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Secured Indebtedness; without regard to the value of the Property at such time and whether or not the same is occupied as a homestead; and without bond being required of the applicant. Mortgagee or any employee of Mortgagee thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by applicable law, including the power to take possession, control, and care of the Property and to collect all rents thereof during the pendency of such foreclosure suit and, in the event of a sale and deficiency, where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor or its devisees, legatees, heirs, executors, administrators, legal representatives, successors, or assigns, except for the intervention of such receiver, would be entitled to collect such rents, and the power to make leases to be binding upon all parties, including the Mortgagor after redemption, the purchaser at a sale pursuant to a judgment of foreclosure and any person acquiring an interest in the mortgaged real estate after entry of a judgment of foreclosure. In addition, such receiver shall also have the following powers: (a) to extend or modify any then-existing leases, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the secured Indebtedness and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; and (b) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of the period of receivership. The court from time to time, either before or after entry of judgment of foreclosure, may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the Secured Indebtedness, or any amounts included in any judgment of

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foreclosure or supplemental judgment or other item for which Mortgagee is authorized to make a protective advance, and (b) the deficiency in case of a sale and deficiency.

4.9. Foreclosure Sale. In the event of any foreclosure sale, the Property may be sold in one or more parcels. Mortgagee may bid for and acquire the Property or any part thereof at any sale made under or by virtue of this Mortgage and, in lieu of paying cash therefore, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts due and owing in respect of any Secured Indebtedness after deducting from the sales price the expenses of the sale and the costs of the action or proceedings and any other sums that Mortgagee is authorized to deduct under this Mortgage or applicable law.

4.10. Application of Proceeds. The proceeds of any foreclosure sale of the Property shall be distributed and applied as follows:

First: to the payment of the reasonable costs and expenses of such sale, including reasonable compensation to Mortgagee and its respective agents and attorneys, and of any judicial or private proceedings in which such sale may be made, and of all other reasonable expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage, together with interests at the Default Rate on such costs, expenses and liabilities and on all advances made by Mortgagee from the date any such costs, expense or liability is past due or unpaid or any such advance is made, in each case until paid in full;

Second: to the payment of any other reasonable fees, costs or other expenses constituting obligations of Mortgagor under the Trade Agreement, and thereafter to any other unpaid Secured Indebtedness, together with interest on each such amount at the interest rate(s) applicable to the Secured Indebtedness pursuant to and in accordance with the Trade Agreement until paid in full;

Third: the surplus, if any, to be paid to whomever lawfully may be entitled to receive such surplus.

Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, except as otherwise provided by any applicable provisions of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

4.11. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in repairing, restoring, replacing or rebuilding any portion of the Property, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that the judgment creditor may cause a new or additional loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor; and any such foreclosure judgment may further provide, unless the right of redemption has been waived, that in case of redemption under said

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judgment, then, and in every such case, the redemptory may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptory. In the event of foreclosure sale, Mortgagee is hereby authorized, but not required, without the consent of Mortgagor, to assign or cause a receiver to assign any and all insurance policies to the purchaser at the sale, or to take such other action as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

4.12. Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all rights to have the Property and estates comprising the Property marshaled upon any foreclosure of the lien of this Mortgage, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety. Mortgagor further waives any and all rights of redemption from foreclosure and from sale under any order or decree of foreclosure of the lien created by this Mortgage, for itself and on behalf of: (i) any trust estate of which the Premises are a part; (ii) all beneficially interested persons; (iii) each and every person acquiring any interest in the Property or title to the Premises subsequent to the date of this Mortgage; and (iv) all other persons to the extent permitted by the provisions of laws of the State.

4.13. Effect of Judgment. The obtaining of any judgment by Mortgagee and any levy of any execution under any judgment upon the Property shall not affect in any manner or to any extent the lien of this Mortgage upon the Property or any part thereof, or any liens, powers, rights and remedies of Mortgagee hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

5

MISCELLANEOUS

5.1. Notices. Except as otherwise provided herein, all notices and correspondence hereunder shall be in writing and sent by certified or registered mail, return receipt requested, or by overnight delivery service, with all charges prepaid, or by facsimile transmission, promptly confirmed in writing sent by first class mail, if to the Mortgagee, then to:

Joseph T. Ryerson & Son, Inc.
4405 S. Old Peachtree Road
Norcross, GA 30071
Attention.: James Doseck

or such other address or facsimile number as the Mortgagee may notify the other parties hereto from time to time and if to Mortgagor, then to:

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Pyramid Mouldings, Inc.
4630 County Road 209 South
Green Cove Springs, FL 32043
Attention: Gordon Davis

or such other address or facsimile number as Mortgagor may notify the other parties hereto from time to time. All such notices and correspondence shall be deemed given (i) if sent by certified or registered mail, three Business Days after being postmarked, (ii) if sent by overnight delivery service, when received at the above-stated addresses or when delivery is refused and (iii) if sent by telex or facsimile transmission, when receipt of such transmission is acknowledged.

5.2. Time of Essence. Time is of the essence of this Mortgage.

5.3. Covenants Run with Land. All of the covenants of this Mortgage shall run with the land constituting the Premises.

5.4. GOVERNING LAW. THIS MORTGAGE SHALL BE CONSTRUED AND ENFORCED ACCORDING TO THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REFERENCE TO CONFLICTS OF LAWS PROVISIONS THEREOF). TO THE EXTENT THAT THIS MORTGAGE MAY OPERATE AS A SECURITY AGREEMENT UNDER THE CODE, MORTGAGEE SHALL HAVE ALL RIGHTS AND REMEDIES CONFERRED THEREIN FOR THE BENEFIT OF A SECURED PARTY AS SUCH TERM IS DEFINED IN THE CODE.

5.5. Rights and Remedies Cumulative. All rights and remedies in this Mortgage are cumulative. Each holder of the Notes and of every other obligation secured hereby may recover judgment, issue execution therefore, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security or any right or remedy.

5.6. Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included.

5.7. Non-Waiver. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by any party, to or of any breach or default by any other party shall be deemed a consent to or waiver of the performance by such defaulting party of any other obligations or the performance by any other party of the same, or of any other obligations.

5.8. Headings. The headings of sections and paragraphs in this Mortgage are for convenience of reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.

5.9. Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

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5.10. Deed in Trust. If title to the Property or any part thereof is now or hereafter becomes vested in a trustee, any prohibition or restriction against the creation of any lien on the property shall be construed as a similar prohibition or restriction against the creation of any lien on or security interest in the beneficial interest of such trust.

5.11. Successors and Assigns. This Mortgage shall be binding upon Mortgagor, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Mortgagor. "**Mortgagor,**" when used herein, shall include all such persons and entities and any others liable for the payment of the Secured Indebtedness, or any part thereof, whether or not they have executed this Mortgage. The word "**Mortgagee,**" when used herein, shall include Joseph T. Ryerson & Son, Inc. together with its successors, assigns and legal representatives.

5.12. Mortgagee-in-Possession. Nothing contained in this Mortgage shall be construed as constituting Mortgagee a mortgagee-in-possession in the absence of the actual taking of possession of the Property.

5.13. Compliance with Applicable Law. Anything elsewhere herein contained to the contrary notwithstanding:

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of applicable law, the provisions of applicable law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with applicable law; and

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under applicable law in the absence of said provision, Mortgagee shall be vested with the rights granted under applicable law to the full extent permitted by law.

(c) Without limitation of the express choice of law provisions provided herein, it is the intention of the parties to conform strictly to the usury laws, whether state or federal. All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether oral or written, are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid by Mortgagor for the use, forbearance or detention of the money to be loaned exceed the maximum amount permissible under applicable federal or state usury laws. If under any circumstances whatsoever fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity. If under any circumstance Mortgagor shall have paid an amount deemed interest by applicable law, which would exceed the highest lawful rate, such amount that would be excessive interest under applicable usury laws shall be applied to the reduction of the principal amount owing in respect of the Secured Indebtedness and not to the payment of interest, or if such excessive interest exceed the unpaid balance of principal and any other

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amounts due hereunder, the excess shall be refunded to Mortgagor. All sums paid or agreed to be paid for the use, forbearance or detention of the principal amount owing in respect of the Secured Indebtedness shall, to the extent permitted by applicable law, and to the extent necessary to preclude exceeding the limit of validity prescribed by law, be amortized, prorated, allocated and spread from the date of this Mortgage until payment in full of the Secured Indebtedness so that the actual rate of interest on account of such principal amounts is uniform throughout the term hereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor has duly signed and delivered this Mortgage as of the date first above written.

WITNESSES:

MORTGAGOR:

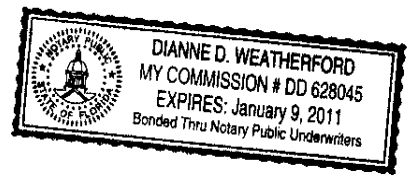
PYRAMID MOULDINGS, INC.

a Delaware corporation

[Signature]
 Name:
[Signature]
 Name:

By: [Signature]
 Name:
 Title:

STATE OF FLORIDA)
 COUNTY OF CLAY) ss. _____



On this, the 3rd day of April, 2009, before me Dianne Weatherford the undersigned officer, personally appeared RONALD MARTIN, who acknowledged him/herself to be the PRESIDENT of Pyramid Mouldings, Inc., a Delaware corporation, and that he/she as such PRESIDENT, being authorized to do so, executed foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as PRESIDENT.

In witness whereof, I hereunto set my hand and official seals.

Dianne D Weatherford
 Notary Public

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EXHIBIT A

LAND

The following property located in Cook County, Illinois:

PARCEL 1:

THAT PART OF LOTS 6 AND 7 IN THE SUBDIVISION (BY KAY AND OTHERS) OF THE SOUTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON A LINE WHICH IS 497 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID FRACTIONAL SECTION 4 AT A POINT THEREON WHICH IS 1197.24 FEET EAST OF THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTHEASTERLY LINE OF NORTH ELSTON AVENUE AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 76.54 FEET; THENCE EASTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 60 FEET AND CONVEX SOUTHERLY A DISTANCE OF 118.61 FEET TO A POINT ON SAID PARALLEL LINE WHICH IS 1374 FEET EAST OF THE ABOVE MENTIONED POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTHEASTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 257.22 FEET TO ITS INTERSECTION WITH A LINE 239.78 FEET (MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL TO SAID SOUTH LINE OF FRACTIONAL SECTION 4; THENCE WEST ON THE LAST MENTIONED PARALLEL LINE, A DISTANCE OF 176.76 FEET; AND THENCE NORTH ALONG A LINE PERPENDICULAR TO THE ABOVE MENTIONED PARALLEL LINES, A DISTANCE OF 257.22 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 6 AND 7 IN THE SUBDIVISION (BY KAY AND OTHERS) OF THE SOUTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON A LINE WHICH IS 497 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID FRACTIONAL SECTION 4 AT A POINT THEREON WHICH IS 730.71 FEET EAST OF THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTHEASTERLY LINE OF NORTH ELSTON AVENUE, AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 466.53 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 257.22 FEET TO ITS INTERSECTION WITH A LINE 239.78 FEET (MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL TO SAID SOUTH LINE OF FRACTIONAL SECTION 4; THENCE WEST ALONG THE LAST MENTIONED PARALLEL LINE A DISTANCE OF 466.53 FEET; AND THENCE NORTH ALONG A LINE PERPENDICULAR TO THE ABOVE MENTIONED PARALLEL LINES A DISTANCE OF 257.22 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.