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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1001233170 Fee: \$138.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/12/2010 02:45 PM Pg: 1 of 37

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 16-02-415-004-0000

Address:

Street: 5721 S. ADA

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60659

Lender: AMERICAN ENTERPRISE BANK

Borrower: DWA GROUP 2, LLC.

Loan / Mortgage Amount: \$932,250.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 777.0 et seq. because it is commercial property.

Certificate number: 82268E67-553C-47C0-9EC5-6BCCBFB2AA1A

Execution date: 12/23/2009

BOX 333-CT

37CB
15 APR, 2010

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ILLINOIS

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING****by****DWA GROUP 2, LLC, an Illinois limited liability company****to and for the benefit of****AMERICAN ENTERPRISE BANK,
an Illinois state chartered bank****THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Aaron B. Zarkowsky
Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, Illinois 60606

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING, made as of December 23, 2009 by DWA GROUP 2, LLC, an Illinois limited liability company ("Mortgagor") to AMERICAN ENTERPRISE BANK ("Mortgagee"), an Illinois state chartered bank, its successors and/or assigns, witnesseth:

R E C I T A L S:

WHEREAS, Mortgagee has agreed to provide a loan in the maximum principal amount of \$932,250.00 (the "Loan") to the Mortgagor. The Loan is evidenced by that certain Promissory Note of even date herewith executed by the Mortgagor to the Mortgagee (the "Note"). All capitalized terms not otherwise defined herein shall have the same meanings as such terms are defined in the Note.

WHEREAS, Mortgagee also agreed from time to time to provide loans to an affiliate of the Mortgagor sharing substantially the same ownership interests as the Mortgagor (the "Affiliate"). The date, maximum principal amount, and maturity date of each such loans made by the Mortgagee to the Affiliate are identified on Schedule 1 attached hereto and made a part hereof, which may be amended from time to time as the Mortgagee makes future advances to the Affiliate. Each loan to be made by the Mortgagee to the Affiliate may be identified in this Mortgage individually as an "Affiliate Loan" and collectively as the "Affiliate Loan." Each Affiliate Loan is evidenced by a Promissory Note executed by the Affiliate and payable to the Mortgagee (each an "Affiliate Note" and sometimes collectively, the "Affiliate Note").

WHEREAS, the Mortgagor acknowledges that the cross-collateralization and cross default provisions with the Affiliate Loan is required by the Mortgagee, and without same, the Mortgagee would not be willing to extend individual credit facilities to the Mortgagor or the Affiliate on an individual basis on the terms set forth in the Note or the Affiliate Note.

WHEREAS, a condition precedent to Mortgagee's making the Loan to Mortgagor is the execution and delivery by Mortgagor of this Mortgage.

A G R E E M E N T S:

The Mortgagor to secure the payment of the Indebtedness (as defined below), and all extensions, modifications, and renewals thereof, including any future advances which shall have the same priority as any advances made on the date hereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby mortgages, grants, assigns, remises, releases, warrants and conveys to the Mortgagee, its successors and assigns, and grants a security interest in,

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the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

The real estate located in the County of Cook, State of Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate")

TOGETHER with all rights and easements now and/or hereafter created which are appurtenant to the Real Estate, including but not limited to those rights and easements more fully identified thereon, if any; and

TOGETHER with all and singular right, title and interest, including any after-acquired title or reversion, in and to any and all strips and gores of land adjacent to and used in connection with the Premises and in and to all other ways, easements, streets, alleys, passages, water, water courses, riparian rights, rights, liberties and privileges thereof, if any, and in any way appertaining thereto; and

TOGETHER with all rents, issues, proceeds, income, royalties, revenue, profits, "accounts," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined) accruing and to accrue from said Premises (which are pledged primarily and on a parity with the real estate and not secondarily); and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the property subject to this Mortgage, immediately upon the delivery thereof to the said Premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to, or located on, and used in the management or operation of the Premises, including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, awnings, shades, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof, proceeds therefrom, or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner and all proceeds of any of the foregoing; it being mutually agreed that all the aforesaid property owned by the Mortgagor and placed by it on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, security for the said Indebtedness and covered by this Mortgage, and as to the balance of the property aforesaid to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as that term is used in the Uniform Commercial Code of the State of Illinois in effect from time to time (the "Code")), this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in said goods and other property as collateral in Mortgagee as secured party and Mortgagor as debtor, all in accordance with the Code for the purpose of securing the said Indebtedness, for the benefit of the Mortgagee; and

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TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the property subject to this Mortgage for any taking by eminent domain, either permanent or temporary, of all or any part of the said Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee; and

TOGETHER with all of Mortgagor's interest in all present and future leases, lettings and licenses of the land, improvements and personally including, without limitation, cash or securities deposited thereunder to secure performance by Mortgagor's lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the expiration of such terms, as well as in and to all judgments, awards of damages and other proceeds relating to rent, tenancies, subtenancies and occupancies of the land, improvements and personally, and in and to present and future remainders, rents, issues and profits thereof; and

TOGETHER with all of Mortgagor's right, title and interest in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Mortgagor insuring the Premises and in and to any and all proceeds payable under any one or more of said policies; and

TOGETHER with all of Mortgagor's interests in "general intangibles" including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER with all of Mortgagor's accounts now owned or hereafter created or acquired as they relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code), and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Premises;

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TOGETHER with all of Mortgagor's interest in all proceeds of any of the foregoing and any renewals, replacements, substitutions, extensions, improvements, betterments, appurtenances and additions to the improvements or personally made or acquired by Mortgagor after the date hereof; and all licenses, permits and other like rights or interests now or hereafter held or acquired by Mortgagor and necessary or useful for the operation of the Premises.

It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Code, this instrument shall constitute a Security Agreement, and Mortgagor authorizes Mortgagee to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Code. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Premises and is to be filed for record in the Office of the County Recorder where the Premises (including said fixtures) is situated.

The property hereinabove mentioned is hereinafter referred to as the "Real Property" to the extent that the same is realty, and as the "Collateral" to the extent that the same is personally. The Real Property and the Collateral are collectively referred to herein as the "Premises", except where Real Property and Collateral are specifically referred to.

TO HAVE AND TO HOLD the above described Premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said Indebtedness herein described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

The Mortgagor covenants with the Mortgagee, that (i) the Mortgagor is the absolute owner in fee simple of the Premises and is well seized of the Premises and has a good and indefeasible estate in fee simple in the real property described in Exhibit A and has good right to bargain, sell and convey the same in manner and form as above written; (ii) the Mortgagor shall forever warrant and defend the Premises with the appurtenances thereunto belonging to the said Mortgagee, its successors and assigns, forever against all lawful claims, and demands whatsoever; (iii) the Premises is free and clear of all liens and encumbrances except those liens and encumbrances (the "Permitted Encumbrances") either in favor of Mortgagee or as set forth on Exhibit B attached hereto and made a part hereof, and, in either event, as otherwise accepted by Mortgagee in an ALTA Mortgage Loan Policy of title insurance insuring the lien of this Mortgage as a first mortgage; (iv) the Premises and the intended use thereof by Mortgagor comply in all material respects with all applicable restrictive covenants, zoning ordinances and building codes, flood disaster laws, applicable health and environmental laws and regulations and all other applicable laws, rules and regulations; and (v) the Mortgagor will execute, acknowledge and deliver all necessary assurances unto the Mortgagee of the title to all and singular the Premises hereby conveyed and intended so to be, or which Mortgagor may be or shall become hereafter bound so to do.

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The conditions of this Mortgage are such that whereas the Mortgagor has executed and delivered this Mortgage for the purpose of securing the performance of the covenants and agreements contained herein and in any agreement made with respect to any loan secured hereby, and to secure the payment when due, but not necessarily in the order set forth, of the following:

(a) The Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the terms of any Note or any Affiliate Note, or (ii) any other amount payable to Mortgagee under any Note, any Affiliate Note, this Mortgage or any of the other Loan Documents within ten (10) days after the date when any such payment is due in accordance with the terms hereof or thereof;

(b) any and all sums due or owing under the Affiliate Note executed by the Affiliate to the Mortgagee;

(c) all sums expended or advanced by Mortgagee pursuant to any term or provision of the Note, the Affiliate Note, this Mortgage, or any other instrument securing the Indebtedness;

(d) all advances or disbursements of Mortgagee with respect to the Premises for the payment of taxes, levies, assessments, insurance, insurance premiums or costs incurred in the protection of the Premises;

(all of such debts and obligations being collectively referred to herein as the "Indebtedness"), and as security for the payment of the Indebtedness Mortgagee has granted to Mortgagee hereunder a lien against the Premises. In accordance with the provisions of the Note, the whole of the principal sum thereof then unpaid may be declared and become due and payable upon the occurrence of an Event of Default (as hereinafter defined) hereunder, or thereunder. The maximum Indebtedness secured hereby, other than costs and expenses incurred in connection with actions to collect the Indebtedness, whether pursuant to a foreclosure of this Mortgage or otherwise, shall not exceed \$3,100,000.

The Mortgagor and its successors and assigns, hereby covenants and agrees with the Mortgagee, that the recitals, the foregoing granting clauses and all exhibits and schedules hereto are a part of this Mortgage and incorporated herein, and further, as follows:

1. Mortgagor shall pay or cause to be paid, before any penalty, interest or costs may be imposed, all real estate taxes, assessments, levies, water charges, sewer service charges, charges for public utilities and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time during the term of this Mortgage may be assessed, levied, imposed upon, or become due and payable out of or in respect of, or become a lien on, the Premises or any part thereof or any appurtenance thereto (all such taxes, assessments, levies, water and sewer rents and charges, charges for public utilities, and other governmental charges being hereinafter referred to collectively as "Taxes", and any of the same being hereinafter referred to singularly as a "Tax"). Mortgagor shall however, have the right to contest in good faith any of such Taxes and assessments upon posting with Mortgagee sufficient security, satisfactory to

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Mortgagee, for the payment thereof, with interest, costs and penalties, under written agreement conditioning payment of such contested Taxes and assessments upon determination of such contest, or prior thereto if the continuance of such contest shall put the Premises in jeopardy of a tax sale or forfeiture.

2. Other than as stated in Paragraph 1 above, if at any time the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the Premises or upon Mortgagee by reason of or as holder of any of the foregoing, then the Indebtedness and the accrued interest thereon become due and payable at the election of the Mortgagee ninety (90) days after the mailing of notice of such election to Mortgagor; provided however, said election and the right to elect shall be unavailing, if Mortgagor lawfully may pay for such assessments or tax including interest and penalties thereon to or for Mortgagee and elects to pay and does, in fact, pay when payable, for all such assessments or such Tax, as the case may be, including interest and penalties thereon. In the event of default hereunder or in the event the Mortgagor does not pay the real estate taxes in a timely manner, Mortgagee shall have the right, but not the obligation, to require the Mortgagor to establish a tax escrow with the Mortgagee for the prompt payment of the real estate taxes.

3. Mortgagor shall keep the Premises free and clear from all mechanics liens and statutory liens of every kind other than Taxes and permitted assessments which may be a lien but not yet due and payable, and Mortgagor will not voluntarily create or permit to be created or filed against its interest in the Premises or suffer to exist, any mortgage lien or other lien or liens inferior or superior to the lien of this Mortgage (other than the lien or liens for real estate taxes and assessments not yet due and payable) or if filed, Mortgagor will have the same discharged of record either by payment, the bonding thereof or other lawful means for discharging any such lien, within sixty (60) days after notice of filing; provided, however, that Mortgagor shall have the right to contest in good faith any such mechanics' lien or statutory lien upon posting sufficient security, satisfactory to Mortgagee, for the payment thereof, with interest, costs and penalties, under written agreement conditioning payment of such contested mechanics' lien or statutory lien upon determination of such contest, or prior thereto if the continuance of such contest or litigation shall put the Premises in jeopardy of foreclosure sale or forfeiture for such lien.

4. The Mortgagor, without the prior written consent of the Mortgagee, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests without the Mortgagee's prior written consent shall constitute a "Prohibited Transfer" (i) the sale, encumbrance (including without limitation by means of subordinate mortgage or lien upon the Premises or any part thereof or interest therein), assignment, lease (other than leases in the ordinary course of business) or disposition of the Premises or any part thereof or interest thereon, or (ii) the entry into any contract or agreement to do anything prohibited by clause (i) of this subsection, expressly including without limitation any land contract, lease/purchase, lease/option or option agreement. Except as permitted above, any sale or lease not actually approved by Mortgagee, shall, at the option of Mortgagee, be null and void and shall not grant any rights in the Premises to the tenant named therein. In the event of a Prohibited Transfer the Indebtedness secured hereby shall become due and payable in full at

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Mortgagee's option. In the event ownership of the Premises, or any part thereof or interest therein, becomes vested in such person or persons other than the parties hereto, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage, and the said obligations in the same manner as with Mortgagor, without in any way releasing, discharging or otherwise affecting any liability hereunder, or the Indebtedness hereby secured. Any lease or sublease of the Premises or any part thereof or interest therein shall provide for the attornment by the subtenant thereof and of all subtenants or estates thereunder to the owner of the Premises after foreclosure or after a deed in lieu of foreclosure in the event the sublease would otherwise have been terminated because of the foreclosure.

5. Mortgagor represents warrants and covenants that:

(a) Mortgagor is not now in default under any instruments or obligations relating to the Premises and no party has asserted any claim of default against Mortgagor relating to the Premises.

(b) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any mortgage, lease, loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which it may be bound or affected; nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor. The Mortgagor is able to pay its debts as such debts become due, and it has capital sufficient to carry on its present businesses and transactions and all businesses and transactions in which it are about to engage. The Mortgagor (i) is not bankrupt or insolvent, (ii) has not made an assignment for the benefit of its creditors, (iii) has not had a trustee or receiver appointed, (iv) has any bankruptcy, reorganization or insolvency proceedings instituted by or against it, or (v) shall be rendered insolvent by its execution, delivery or performance of the Loan Documents or by the transactions contemplated thereunder.

(c) There are no actions, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or, to the best of Mortgagor's knowledge, threatened against or affecting Mortgagor or the Premises, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority and that Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the Premises.

(d) The financial statements for the Mortgagor and the Premises previously submitted to the Mortgagee are true, complete and correct in all material respects, disclose all actual and contingent liabilities of the Mortgagor or relating to the Premises and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of the Mortgagor or the Premises from the dates of said financial statements until the date hereof. The Mortgagor shall furnish to the Mortgagee such financial information regarding the Mortgagor, its constituent partners or members, as the case may be, the Premises and the Guarantors as the Mortgagee may from time to time reasonably request, which shall include, without any further request therefor, (i) annual financial statements for the Premises including a balance sheet, statement of income and rent roll for the Premises (if applicable),

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no later than thirty (30) days after the end of each calendar year, all in form, scope and detail satisfactory to the Mortgagee and certified by the chief financial officer or other appropriate officer, partner or member of the Mortgagor, (ii) annual audited financial statements for the Mortgagor and the Premises, (iii) annual financial statements for the Guarantors certified by the Guarantors to be true, correct and complete, in each case, no later than ninety (90) days after the end of each year, and (iv) within thirty (30) days after their filing, copies of the federal income tax returns of the Guarantor.

6. (a) Mortgagor shall keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured by a policy or policies of All Risk Replacement Cost Insurance (with Agreed Amount Endorsement) against loss or damage by, or abatement of rental income resulting from fire, flood and such other hazards, casualties and contingencies (including, but not limited to, extended coverage, vandalism and malicious mischief), in an amount reasonably satisfactory to the Mortgagee; however, such amount will be at least equal to the amount necessary so that none of the parties hereto shall be deemed a co-insurer of a loss, and for such length of time as shall be required by the Mortgagee, for the benefit of said Mortgagee, as its interests may appear, and shall place and keep the original policy of such insurance with said Mortgagee or, at Mortgagee's election, a copy thereof and an original certificate thereof. Unless the Mortgagor provides the Mortgagee evidence of the insurance coverages required hereunder, the Mortgagee may purchase insurance at the Mortgagor's expense to cover the Mortgagee's interest in the Premises. The insurance may, but need not, protect the Mortgagor's interest. Mortgagor will also maintain Flood Insurance, if required, pursuant to a designation of the area in which the Premises are located as flood prone or a flood risk area as defined by the Flood Disaster Protection Act of 1973, as amended, in an amount satisfactory to the Mortgagee, however, such amount will be at least equal to the amount necessary so that none of the parties hereto shall be deemed a co-insurer of a loss, as well as comply with any additional requirements of the National Flood Insurance Program as set forth in said Act.

(b) Mortgagor shall maintain for the mutual benefit of Mortgagee and Mortgagor general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises or any elevators therein and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limits of not less than those then customarily carried with respect to premises similar in construction, general location, use and occupancy to the Premises, but in no event less than a single limit amount of \$1,000,000.00. All of such insurance shall be primary and non-contributing with any insurance which may be carried by Mortgagee.

(c) All such insurance policies shall be paid in accordance with the terms of the policies currently in force. In the event such coverage is provided as part of a blanket policy, then in such event the amount of the coverage specifically applicable to the Premises shall be stated on the face of the policy. All insurance policies are to be held by and, to the extent of its interest, are to be for the benefit of and first payable in case of loss to the Mortgagee as first mortgagee without contribution, and the Mortgagor shall deliver to the Mortgagee a new policy of replacement insurance for any expiring policy, with evidence of advance premium payments, to Mortgagee at its principal office in Buffalo Grove, Illinois, at least fifteen (15) days before the date of such expiration or at such other place or to such other party as the Mortgagee may, from time to time, designate in writing.

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(d) All amounts recoverable under any policy of casualty insurance are hereby assigned to the Mortgagee. Mortgagee is authorized and empowered, at its option to adjust or compromise any loss covered by any insurance policies on the Premises, subject to Mortgagor's consent which shall not be unreasonably withheld or delayed, and to collect and receive the proceeds from any such policy or policies. After deducting from said proceeds any reasonable expenses incurred by it in the collection or handling thereof, and provided that the Note has not matured or no Event of Default (as hereinafter defined) then exists, provided the Mortgagee determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed no later than six (6) months prior to the Maturity Date, and the total of the insurance proceeds and such additional amounts placed on deposit with the Mortgagee by the Mortgagor for the specific purpose of rebuilding or restoring the Premises equals or exceeds, in the sole and absolute discretion of the Mortgagee, the reasonable costs of such rebuilding or restoration, then Mortgagor shall be allowed to use the insurance proceeds to restore and rebuild the Premises. To the extent the proceeds are not used to restore or rebuild the Premises, or if the Note has matured or an Event of Default then exists, the insurance proceeds shall be applied to the Indebtedness.

The Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney-in-fact for the Mortgagor to assign any policy to itself or its nominees in the event of the foreclosure of this Mortgage. This power as attorney-in-fact granted hereunder shall be a power coupled with an interest and cannot be revoked by Mortgagor. In the event of foreclosure of this Mortgage, or other transfer of title in lieu of foreclosure of the Premises, all right, title and interest of the Mortgagor in and to any insurance policies then in force, shall pass to the purchaser or grantee thereof.

7. Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under eminent domain affecting all or any part of the Premises or any easement therein or appurtenance hereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor agrees that all awards hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Premises by virtue of an exercise of the right of eminent domain by such authority, including any award for taking of title, possession or right of access to a public way, or for any change of grade or streets affecting said Premises, are hereby assigned to the Mortgagee and Mortgagee at its option is hereby authorized, directed and empowered to settle or compromise, and to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts therefore. After deducting from such proceeds any reasonable expenses incurred by Mortgagee in the collection or handling thereof, and provided that the Note has not matured or no Event of Default then exists, and subject to Paragraph 8 below, Mortgagor shall be allowed to use such award or awards to restore and rebuild the Premises. To the extent the award or awards are not used to restore or rebuild the Premises, or if the Note has matured or an Event of Default then exists, the award or awards shall be applied to the Indebtedness.

The Mortgagor hereby covenants and agrees to and with the Mortgagee upon request of the Mortgagee to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the Mortgagee, free and clear and discharged of any and

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all encumbrances of any kind or nature whatsoever except as above stated. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay the Indebtedness and any reduction in the principal sum resulting from the application by the Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt.

8. In the event that insurance proceeds or the proceeds of an eminent domain proceeding are to be applied to pay for the cost of rebuilding or restoration of the building and improvements on the Premises, such funds will be placed in an account at Mortgagee and made available for disbursement by Mortgagee.

In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt so that the Premises shall be of at least equal value and the buildings and improvements therein shall be of substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with all necessary architect's certificates, waivers of lien, contractor's sworn statements and other evidence of cost and of payments. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. At all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

9. Mortgagor hereby agrees that in the event Mortgagor shall fail to comply with any or all of the respective covenants, agreements, conditions and stipulations herein set forth, then the Mortgagee, shall be and hereby is authorized and empowered at its option, but without legal obligation to do so, to pay, perform the same without waiver of any other remedy, any unpaid obligation secured by any lien on the premises, water rents, sewer rental charges and other governmental charges and rates and all or any part of the unpaid taxes, levies, assessments and reassessments; to effect insurance on the Premises in the amounts above named; and, subject to the rights of tenants, to enter or have its agents enter upon the Premises whenever necessary for the purpose of inspecting the premises and curing any default hereunder. The Mortgagor agrees that the Mortgagee shall thereupon have a claim against the Mortgagor for all sums paid by Mortgagee for such water charges, sewer service charges and other governmental or municipal charges and rates, taxes, levies, assessments and re-assessments, insurance and defaults cured, together with a lien upon the Premises for the sum so paid plus interest at the Default Rate.

10. Mortgagor shall not commit waste upon the Premises or suffer waste to be committed thereon. Mortgagor will keep the Premises in good order and repair and in material compliance with any law, regulation, ordinance, or contract applicable to the use and occupation of the Premises, and from time to time make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will at all times, be in good condition, fit and proper for the respective purposes for which they were erected or installed. Mortgagor shall observe and comply with all conditions and requirements necessary to maintain any and all rights, licenses, permits (including

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but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Premises and shall obtain and keep in full force and effect all required governmental and municipal approvals as may be required from time to time to comply with all environmental, ecological and other requirements and with any and all conditions attached to the insurance relating to the Premises and maintenance thereof, with all work that is outside the usual and ordinary course of Mortgagor's business being subject to prior written approval by Mortgagee which Mortgagee shall not unreasonably withhold. Mortgagor shall permit Mortgagee or its agents, at all reasonable times, subject to the rights of tenants, to enter upon and inspect the Premises.

11. Mortgagor covenants and agrees that it will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

12. (a) In the event an action shall be instituted to foreclose this Mortgage, or prior to foreclosure but after an Event of Default (as hereinafter defined), Mortgagee shall be entitled to the appointment of a receiver of the rents, issues and profits of the Premises as a matter of right and without notice, with power to collect the rents, issues and profits of the Premises due and becoming due during the period of default and/or the pendency of such foreclosure suit to and including the date of confirmation of the sale under such foreclosure and during the redemption period, if any, after such confirmation, such rents and profits being hereby expressly assigned and pledged as security for the payment of the Indebtedness secured by this Mortgage without regard to the value of the Premises or the solvency of any person or persons liable for the payment of the Indebtedness and regardless of whether Mortgagee has an adequate remedy at law. The Mortgagor for itself and for any subsequent owner hereby waives any and all defenses to the application for a receiver as above provided and hereby specifically consents to such appointment but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right or remedy or privilege it may now have under the law to have a receiver appointed. The provision for the appointment of a receiver and the assignment of such rents, issues and profits is made an express condition upon which the Indebtedness hereby secured is made. In such event, the court shall at once on application of the Mortgagee or its attorney in such action, after notice, appoint a receiver to take immediate possession of, manage and control the Premises, for the benefit of the holder or holders of the Indebtedness and of any other parties in interest, with power to collect the rents and profits of said Premises during the pendency of such action, and to apply the same toward the payment of the several obligations herein mentioned and described, notwithstanding that the same or any part thereof is occupied by Mortgagor or any other person. The rights and remedies herein provided for shall be deemed to be cumulative and in addition to and not in limitation of, those provided by law and if there be no receiver so appointed, Mortgagee itself may proceed to collect the rents, issues and profits from the Premises. From any said rents, issues and profits collected by the receiver or by the Mortgagee prior to a foreclosure sale, there shall be deducted the cost of collection thereof and the expenses of

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operation of the Premises, including but not limited to real estate commissions, receiver's fee and the reasonable fees of its attorney, if any, and Mortgagee's reasonable attorneys' fees, if permitted by law, and court costs; the remainder shall be applied against the Indebtedness hereby secured in such order and in such manner as Mortgagee may elect. In the event the rental and other income is not adequate to pay all tax and other expenses of operation, the Mortgagee may, but is not obligated to, advance to any receiver the amounts necessary to operate, maintain and repair, if necessary, the Premises and any such amounts so advanced, together with interest thereon at the Default Rate, shall be secured by this Mortgage and have the same priority of collection as the principal Indebtedness secured hereby.

(b) During the continuance of any Event of Default, which remains uncured after the expiration of any applicable cure period, Mortgagor shall forthwith upon demand of Mortgagee surrender to Mortgagee the possession of the Premises, and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accounts of the Mortgagor or the then owner of the Premises relating thereto, and may under the powers herein granted:

(i) perform such construction, make all necessary and proper maintenance, repairs, renewals, replacements, additions and improvements thereto and thereon, and purchase or otherwise acquire additional fixtures and personal property as may be necessary or appropriate;

(ii) insure or keep the Premises insured;

(iii) hold, operate, manage or control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion it deems proper or necessary to enforce the payment or security of the income, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rents, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor;

(iv) enter into agreements with others to exercise the powers herein granted Mortgagee, all as Mortgagee from time to time may determine; and Mortgagee may collect and receive all the proceeds from the rents, income and other benefits of the Premises, including those past due as well as those accruing thereafter;

(v) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

(vi) extend or modify any then existing leases and make new leases, upon commercially reasonable terms and conditions, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Notes and the issuance of a deed or deeds to a

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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 Premises are subject to the lien hereof and shall be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

(vii) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as it may deem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof, and receive all income, rents, issues and profits.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease, and the Mortgagor shall and does hereby agree to indemnify and to hold Mortgagee harmless of and from all liability, loss or damage which it might incur under said leases or under or by reason of the assignment thereof, and of and from any and all claims or demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases except, to the extent any such liability, loss, damage, claim or demand is caused by the gross negligence or willful misconduct of Mortgagee. Should Mortgagee incur any such liability, loss or damage under any of said leases, or under or by reason of the assignment thereof, or in the defense of any claims or demands, unless the claims or demands are the result of Mortgagee's gross negligence or willful misconduct, the amount thereof, including costs, expenses and reasonable attorneys' fees, including attorneys' fees on appeal, shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

(c) Mortgagee in the exercise of the rights and powers hereinabove conferred upon it shall have the full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(i) to the payment of the reasonable expenses of operating the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee's agent or agents if management is delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), establishing claims for damages, if any, and premiums on insurance as hereinabove authorized;

(ii) to the payment of Taxes and special assessments now due or which may hereafter become due on the Premises;

(iii) to the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises and of placing the Premises in such condition as will in the judgment of Mortgagee make it readily rentable or saleable;

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(iv) to the payment of any Indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

13. No sale of the Premises, no forbearance on the part of Mortgagee, no extension of the time for the payment of the Indebtedness or any change in the terms thereof consented to by Mortgagee shall in any way whatsoever operate to release, discharge, modify, change or affect the liability of Mortgagor herein, either in whole or in part. No waiver by Mortgagee of any breach of any covenant of Mortgagor herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained. The failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder shall not constitute a waiver of any such default, nor extend or affect the grace period, if any, but such option shall remain continuously in force with respect to any unremedied or uncured default. Acceleration of maturity once claimed hereunder by Mortgagee may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity, or extend or affect the grace period, if any. Mortgagee may pursue its rights without first exhausting its rights hereunder and all rights, powers and remedies conferred upon the Mortgagee herein are in addition to each and every right which the Mortgagee may have hereunder at law or equity, and may be enforced concurrently therewith.

14. If any action or proceeding be commenced, to which action or proceeding the Mortgagee is made a party by reason of the execution of this Mortgage or the Indebtedness or in which it becomes necessary to defend or uphold the lien of this Mortgage, or the priority thereof or possession of the Premises, or otherwise to perfect the security herein under, or in any suit, action, legal proceeding or dispute of any kind in which Mortgagee is made a party or appears as party plaintiff or defendant, affecting the Indebtedness, this Mortgage, or the interest created herein, or the Premises, including, but not limited to, bankruptcy, probate and administration proceedings, foreclosure of this Mortgage or any condemnation action involving the Premises, other than actions or proceedings that result from Mortgagee's gross negligence or willful misconduct, all sums paid by the Mortgagee, including reasonable attorneys' fees, for the expense of any litigation to prosecute and defend the rights and liens created hereby shall be paid by the Mortgagor together with interest thereon from the date of payment at the Default Rate. Any such sum and the interest thereon shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created, as a part hereof and its priority.

15. This Mortgage is hereby deemed to be a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by the Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-102(41) of the Code) (which property is hereinafter referred to as "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the "supporting obligations" (as defined in the Code) (all of said Personal Property and the replacements,

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substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto. Mortgagor by this Mortgage:

(a) grants to Mortgagee a security interest in all of Mortgagor's right, title and interest in and to all Collateral, including, but not limited to, the items referred to above, together with all additions, accessions and substitutions and all similar property hereafter acquired and used or obtained for use on, or in connection with the Real Property. The proceeds of the Collateral are intended to be secured hereby; however, such intent shall never constitute an expressed or implied consent on the part of the Mortgagee to the sale of any or all Collateral;

(b) agrees that the security interest hereby granted by this Mortgage shall secure the payment of the Indebtedness;

(c) unless otherwise provided in the other Loan Documents, agrees not to sell, convey, mortgage or grant a security interest in, or otherwise dispose of (other than obsolete equipment) or encumber, any of the Collateral or any of the Mortgagor's right, title or interest therein;

(d) agrees that if any of Mortgagor's rights in the Collateral are voluntarily or involuntarily transferred, whether by sale, creation of a security interest, attachment, levy, garnishment or other judicial process, without the written consent of Mortgagee, such transfer shall constitute an Event of Default by the Mortgagor under the terms of this Mortgage, however nothing stated herein shall preclude the right of the Mortgagor hereunder to substitute Collateral of approximately equal value in the ordinary course of operation of the Premises;

(e) agrees that upon or after the occurrence of any Event of Default hereunder or under the Note, or any of the other Loan Documents, which is not remedied within any applicable grace periods, Mortgagee may, with or without notice to Mortgagor, exercise its rights to declare all Indebtedness secured by the security interest created hereby immediately due and payable, in which case Mortgagee shall have all rights and remedies granted by law and more particularly the Uniform Commercial Code, including, but not limited to, the right to take possession of the Collateral, and for this purpose may enter upon any Premises on which any or all of the Collateral is situated without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of and operate said Collateral or remove it therefrom. Mortgagee shall have the further right to take any action it deems appropriate, necessary or desirable, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition, and to sell at public or private sales or otherwise dispose of, lease or utilize the Collateral and any part thereof in any manner authorized or permitted by law and to apply the proceeds thereof toward payment of any costs and expenses including reasonable attorneys' fees and legal expenses, to the extent permitted by law, incurred by Mortgagee and toward payment of Mortgagor's obligations

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under the Note and all other Indebtedness described in this Mortgage, in such order and manner as Mortgagee may elect. Any notice given by Mortgagee depositing such notice for mailing, postage prepaid certified mail, to the Mortgagor at the address designated herein at least ten (10) days before the time of sale or disposition, shall be deemed reasonable and shall fully satisfy any requirements for giving of said notice;

(f) agrees, to the extent permitted by law and without limiting any rights and privileges herein granted to Mortgagee, that Mortgagee may dispose of any or all of the Collateral at the same time and place upon giving the same notice provided for in this Mortgage, and in the same manner as the nonjudicial foreclosure sale provided under the terms and conditions of this Mortgage; and

(g) authorizes Mortgagee to prepare and file, in the appropriate jurisdictions, financing statements covering the Collateral; Mortgagor will pay the cost of filing the same in all public offices at any time and from time to time wherever Mortgagee deems filing or recording of any financing statements or of this instrument to be desirable or necessary.

(h) intends this to be a financing statement within the purview of Section 9-502(b) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

(i) to the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

(j) The Mortgagor represents and warrants that: (i) the Mortgagor is the record owner of the Premises; (ii) the Mortgagor's chief executive office is located in the State of Illinois; (iii) the Mortgagor's state of formation is the State of Illinois; (iv) the Mortgagor's exact legal name is as set forth on Page 1 of this Mortgage; and (v) the Mortgagor's organizational identification number issued by the Illinois Secretary of State is 03101037.

(k) The Mortgagor hereby agrees that: (i) where Collateral is in possession of a third party, the Mortgagor will join with the Mortgagee in notifying the third party of the Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of the Mortgagee; (ii) the Mortgagor will cooperate with the Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and (iii) until the Indebtedness is paid in full, Mortgagor will not change the state where it is located or change its name or form of organization without giving the Mortgagee at least thirty (30) days prior written notice in each instance.

16. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or

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right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

17. Mortgagor represents and warrants to the Mortgagee that the Mortgagor has not used Hazardous Materials (as defined below), on, from or affecting the Premises in any manner which violates applicable federal, state or local laws, ordinances, rules or regulations governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials ("Environmental Laws") and, to the best of Mortgagor's knowledge, no prior owner of the Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates Environmental Laws.

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials", includes, without limitation, any flammable explosives, radioactive material, hazardous material, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the Indebtedness, any loan document, and in common law, and shall survive

(a) the repayment of all sums due for the Indebtedness;

(b) the satisfaction of all of the other obligations of the Mortgagor in this Mortgage and under any loan document;

(c) the discharge of this Mortgage; and

(d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagor and the Mortgagee that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Mortgagee is threatened or any claim is made against the Mortgagee for the payment of money.

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18. If more than one property, lot, parcel, estate or interest is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any obligation secured hereby, execution may be made upon any one or more of the properties, lots, estates, parcels or interests and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

19. In case of foreclosure of this Mortgage in any court of law or equity, whether or not any order or decree shall have been entered therein, and to the extent permitted by law, a reasonable sum as aforesaid shall be allowed for attorneys' fees of the plaintiff in such proceedings, appraiser's fees, broker's commissions, stenographer's fees and for all moneys expended for documentary evidence and the cost of all abstracts of title, title searches and examinations and publication costs, such sums to be secured by the lien hereunder; and, to the extent permitted by law, there shall be included in any judgment or decree foreclosing this Mortgage and be paid out of said rents, issues and profits or out of the proceeds of any sale made in pursuance of any such judgment or decree: (a) all of the costs stated above; (b) all moneys advanced by Mortgagee, if any, for any purpose authorized in this Mortgage with interest as herein provided; (c) all the accrued interest remaining unpaid on the Indebtedness; (d) the Indebtedness, and (e) the balance, if any, to Mortgagor or as directed by the court.

20. Mortgagee, in making any payment herein, and as hereby authorized in the place and stead of the Mortgagor (i) relating to taxes, assessments, water rents, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Premises, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof, subject to the right to contest as otherwise provided herein; or (ii) relating to any adverse title, lien, statement of lien, encumbrance, claim or charge, shall in good faith determine the legality or validity of same; or (iii) otherwise relating to any purpose herein and hereby authorized, but not enumerated in this paragraph, may do so whenever in its good faith, judgment and discretion, such advance or advances shall seem necessary to protect the full security intended to be created by this instrument, and provided further that in connection with any advance, Mortgagee, in the event of apparent or thereafter adverse title, lien or encumbrance, or foreclosure, by Mortgagee or any other lien claimant, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by the Mortgagor upon demand and shall be secured hereby.

21. Should the proceeds of the Indebtedness, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then the Mortgagee shall be subrogated to such other liens or encumbrances and to any additional security held by the holder thereof and shall have the benefit of the priority of all of the same.

22. Mortgagor agrees without affecting the liability of any person for payment of the Indebtedness secured hereby or affecting the lien of this Mortgage upon the Premises or any part

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thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), that Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon, may release as to itself and this Mortgage any part of the security described herein or any person liable for any Indebtedness secured hereby, without in any way affecting the priority of the lien of this Mortgage to the full extent of the Indebtedness remaining unpaid hereunder upon any part of the security not expressly released, and may agree with any party obligated on the Indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the Indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien. In the event the Mortgagee: (a) releases, as aforesaid, any part of the security described herein or any person liable for any Indebtedness secured hereby, (b) grants an extension of time for any payments of the Indebtedness secured hereby, (c) takes other or additional security for the payment thereof, or (d) waives or fails to exercise any right granted herein or in the Note, no such act or omission shall release the Mortgagor, subsequent purchasers of the Premises or any part thereof, or sureties or guarantors of this Mortgage or of the Indebtedness, under any covenant of this Mortgage or of the Indebtedness, or preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

23. (a) To the extent permitted by law with respect to the Indebtedness secured hereby or any renewals or extensions thereof, Mortgagor waives and renounces any and all homestead and exemption rights, as well as the benefit of all valuation and appraisal privileges, and also moratoriums under or by virtue of the constitution and laws of the State of Illinois, or any other state or of the United States, now existing or hereafter enacted.

(b) To the fullest extent permitted by law, Mortgagor hereby waives any and all rights of reinstatement and redemption from the foreclosure, if any, for itself, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15-1601 or other applicable law or replacement statutes.

24. If any provisions hereof are in conflict with any statute or rule of law of the State of Illinois or are otherwise unenforceable for any reason whatsoever, then such provision(s) shall be deemed null and void to the extent of such conflict or unenforceability, but shall be deemed separable from and shall not invalidate any other provisions of this Mortgage. All the covenants hereof shall run with the land. Nothing herein contained nor any transaction related hereto shall be construed or shall so operate, either presently or prospectively to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate. Notwithstanding anything herein or in the Note to the contrary, no provision contained herein or in the Note which purports to obligate Mortgagor to pay any amount of interest or any fees, costs or expenses which are in excess of the maximum permitted by applicable law, shall be effective to the extent that it calls for the payment of any interest or other sums in excess of such maximum.

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25. Any notices, communications and waivers under this Mortgage shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To the Mortgagee American Enterprise Bank
600 N. Buffalo Grove Road
Buffalo Grove, Illinois 60089
Attn: Stanford Gertz

With a copy to: Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, Illinois 60606
Attn: Aaron B. Zarkowsky

To the Mortgagor: **DWA Capital Group, LLC**
8170 McCormick Blvd
Skokie, Illinois 60076

With copy to: Uri Adler
8170 McCormick Blvd
Skokie, Illinois 60076

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received. In connection with the courtesy copy to Mortgagor's counsel above, the Mortgagee will exercise reasonable efforts to provide copies of any notices given to the Mortgagor to Mortgagor's counsel above; however, Mortgagee's failure to furnish copies of such notices shall not limit Mortgagor's exercise of any of its rights and remedies under any document evidencing, securing or governing the Loan from the Mortgagee to the Mortgagor.

26. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. All of the covenants of "Mortgagor" herein contained are joint and several. All of the covenants and agreements herein contained shall bind the parties hereto and their respective successors, permitted assigns and transferees and the benefits and advantages thereof shall also inure to their respective successors, permitted assigns and transferees.

27. Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

(a) The Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the terms of the Note or any Affiliate Note, or (ii) any other amount payable to

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Mortgagee under the Note, any Affiliate Note, this Mortgage or any of the other Loan Documents within ten (10) days after the date when any such payment is due in accordance with the terms hereof or thereof;

(b) The Mortgagor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by the Mortgagor under the Note, this Mortgage or any of the other Loan Documents; provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Premises, and the priority, validity and enforceability of the liens created by the Mortgage or any of the other Loan Documents and the value of the Premises are not impaired, threatened or jeopardized, then the Mortgagor shall have a period (the "Cure Period") of thirty (30) days after the Mortgagor obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period, provided further that if the Mortgagor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for thirty (30) additional days, but in no event shall the Cure Period be longer than sixty (60) days in the aggregate;

(c) the existence of any inaccuracy or untruth in any material respect in any certification, representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to the Mortgagee by the Mortgagor or any of the Guarantors;

(d) The Mortgagor or any of the Guarantors files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of the Mortgagor or of all or any substantial part of the property of the Mortgagor, any of the Guarantors, the Premises or all or a substantial part of the assets of the Mortgagor or any of the Guarantors are attached, seized, subjected to a writ or distress warrant or are levied upon unless the same is released or located within thirty (30) days;

(e) the commencement of any involuntary petition in bankruptcy against the Mortgagor or any of the Guarantors, or the institution against the Mortgagor or any of the Guarantors of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of the Mortgagor or any of the Guarantors which shall remain undismissed or undischarged for a period of sixty (60) days;

(f) the dissolution, termination or merger of the Mortgagor or any of the Guarantors or the occurrence of the death or declaration of legal incompetency of any of the Guarantors;

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- (g) the occurrence of a Prohibited Transfer;
- (h) the occurrence of an Event of Default under the Note, or any of the other Loan Documents; or
- (i) the occurrence of any default or event of default, after the expiration of any applicable periods of notice or cure, under any document or agreement evidencing or securing any other obligation or indebtedness of the Mortgagor and/or the Guarantor to the Mortgagee.

If an Event of Default occurs, the Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to the Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

28. Upon the occurrence of any Event of Default as set forth in Paragraph 27 above, the Indebtedness secured hereby, or any other instrument securing the Indebtedness then, in any of said events, at the option of the Mortgagee, the whole Indebtedness secured hereby shall become immediately due and payable, although the period specified for the payment thereof may not have expired, anything hereinbefore contained to the contrary notwithstanding and thereupon or at any time during the existence of such default, the Mortgagee shall have the right to foreclose the lien hereof for such the Loan or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with the Illinois Mortgage Foreclosure Act (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) (as may be amended from time to time, the "Act"), or otherwise pursue any other right or remedy herein or by law not prohibited.

29. Upon any such Event of Default being made and after the period, if any, for curing such Event of Default has expired, the Mortgagee, its legal representatives, successors and assigns are hereby authorized and empowered to exercise any right or remedy available under this Mortgage, at law and in equity, including, but not limited to, the right, if and to the extent permitted by law, to sell or cause to be sold at public auction, independent of formal foreclosure proceedings, the Premises and to convey same by the execution and delivery to the purchaser at such sale of good and sufficient deeds of conveyance in law. In any suit to foreclose the lien hereof, and in any sale of the Premises, there shall be allowed and included as additional Indebtedness payable by Mortgagor to Mortgagee and secured hereby all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, including reasonable attorneys' fees on appeal, appraisers' fees, expenditures for documentary and expert evidence, stenographer's charges, publication and advertising costs, survey costs and costs (which may be estimated as to items to be expended after the entry of any decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee deems reasonably necessary either to prosecute such suit or to consummate such sale or to evidence to bidders at any sale the true condition of the title to or the value of the Premises.

30. MORTGAGOR HEREBY CONSENTS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN LAKE COUNTY, ILLINOIS

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(EXCEPT THAT THE ENFORCEMENT OF THE LIENS AND THE SECURITY INTERESTS CREATED PURSUANT TO THIS MORTGAGE SHALL BE, IF REQUIRED BY APPLICABLE LAW, BROUGHT IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED) AND WAIVES ANY OBJECTION WHICH MORTGAGOR MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. MORTGAGOR WAIVES PERSONAL SERVICE OF PROCESS UPON THE MORTGAGOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE MORTGAGOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT. THIS MORTGAGE IS TO BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

31. MORTGAGOR AND MORTGAGEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREIN, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THE INDEBTEDNESS HEREBY SECURED, OR THE PREMISES, OR ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH MORTGAGEE AND MORTGAGOR ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE IN GRANTING ANY FINANCIAL ACCOMMODATION TO MORTGAGOR.

32. The proceeds of any foreclosure sale, or other sale of the Premises in accordance with the terms hereof or as permitted by law shall be distributed and applied in the following order of priority: First, to the payment of all costs and expenses incident to the foreclosure and/or sale proceedings, including all items as are mentioned in any preceding or succeeding paragraph hereof; second, to the payment of all other items which under the terms hereof constitute secured indebtedness with interest thereon as herein provided; third, to the payment of all principal and accrued interest remaining unpaid on the Indebtedness, in such order and in such manner as Mortgagee may elect; fourth, any overplus to the Mortgagor, its successors or assigns, as their rights may appear.

33. It is specifically agreed that time is of the essence of this Mortgage and that the waiver of the rights or options, or obligations secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. Notice of the exercise of any right or option granted to the Mortgagee herein, or in the Indebtedness secured hereby, is not required to be given.

34. In the event the Indebtedness and all other obligations hereby secured shall be punctually paid when due and owing, and if Mortgagor shall punctually perform all of Mortgagor's covenants and agreements herein contained, then this Mortgage shall be void and shall be released by the Mortgagee, otherwise the same shall remain in full force and virtue in law.

35. Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the actual taking of possession of the Premises by the Mortgagee pursuant to this Mortgage.

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36. The Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of the Mortgagor or of any lessee, operator, concessionaire or licensee of the Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, the Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of the Mortgagee becoming a mortgagee-in-possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of the Mortgagor and the Mortgagee hereunder is solely that of debtor/creditor.

37. This Mortgage, the Note and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both the Mortgagor and the Mortgagee.

38. Lease Assignment. The assignment of rents, income and other benefits contained in the granting clauses of this Mortgage shall be an absolute assignment, fully operative without any further action on the part of either party, and, specifically, Mortgagee shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to all rents, income and other benefits from the Premises, whether or not Mortgagee takes possession of such property. Mortgagor hereby further grants to the Mortgagee the right effective upon the occurrence of an Event of Default and upon approval by the court if prior to the entry of a judgment of foreclosure and after entry as permitted by law to do any or all of the following, at Mortgagee's option, (i) to enter upon and take possession of the Premises for the purpose of collecting the rents, income and other benefits, (ii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Mortgagor, (iii) to lease the Premises or any part thereof, and (iv) to apply the rents, income and other benefits, after payment of all necessary charges and expenses, on account of the indebtedness. Such assignment and grant shall continue in effect until the Loan is paid in full, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Premises by Mortgagee pursuant to such grant, whether or not foreclosure proceedings have been instituted. Neither the exercise of any rights under this paragraph by Mortgagee nor the application of any such rents, income or other benefits to payment of the Loan shall cure or waive any Event of Default or notice provided for hereunder, or invalidate any act done pursuant hereto or pursuant to any such notice, but shall be cumulative of all other rights and remedies. Notwithstanding the foregoing, so long as no Event of Default has occurred or is continuing, Mortgagor shall have the right and authority to continue to collect the rents, income and other benefits (if any) from said property as they become due and payable but not more than thirty (30) days prior to the due date thereof. The existence or exercise of such right of Mortgagor to collect said rents, income and other benefits shall not operate to subordinate this assignment to any subsequent assignment of said rents, income or other benefits, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder.

The Mortgagor covenants and agrees that so long as this Mortgage shall be in effect:

(a) the Mortgagor shall not lease any portion of the Premises unless the Mortgagor obtains the Mortgagee's prior written consent to all aspects of such lease provided, however,

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that the Mortgagee's prior written consent shall not be required if and only if (A) at the time the Assignor enters into such Lease, no Event of Default shall have occurred hereunder and be continuing, and (B) after giving effect to the economic terms of such Lease, the Assignor shall remain in compliance with the Debt Service Coverage ratio described in Section 39 of this Mortgage, but further provided that the Mortgagor promptly shall furnish to the Mortgagee notice of the execution of any such Lease and a true, complete and correct copy thereof; and

(b) the Mortgagor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents.

39. Debt Service Coverage Ratio.

(a) During any calendar year, the Mortgagor shall not permit the ratio of Operating Cash Flow (as defined below) during such year to Debt Service (as defined below) during such year to be less than 1.20 to 1.00 (the "Debt Service Coverage Ratio")

(b) As used herein, "Operating Cash Flow" during any year shall mean all rental income (including minimum rent, additional rent, escalation and pass through payments) actually received in such year arising from the ownership and operation of the Premises (excluding tenant security deposits, and rent paid during such year by any tenant for more than three months of rental obligations) less the sum of all costs, taxes, expenses and disbursements of every kind, nature or description actually paid or due and payable during such year in connection with the leasing, management, operation, maintenance and repair of the Premises and of the personal property, fixtures, machinery, equipment, systems and apparatus located therein or used in connection therewith, but excluding (i) non-cash expenses, such as depreciation and amortization costs, (ii) state and federal income taxes, (iii) the non-current portion of capital expenditures determined in accordance with generally accepted accounting principles, (iv) debt service payable on the Loan, and (v) principal and interest payments on other loans expressly permitted by the Mortgagee. In determining Operating Cash Flow, extraordinary items of income, such as those resulting from casualty or condemnation or lease termination payments of tenants, shall be deducted from income.

(c) As used herein, "Debt Service" for any year shall equal the sum of all scheduled principal and interest payments on the Loan and any other indebtedness of the Mortgagor that is due and payable during such year.

(d) Operating Cash Flow and Debt Service shall be calculated by the Mortgagee based on the financial information provided to the Mortgagee by the Mortgagor and independently verified by the Mortgagee and the calculations so verified shall be final and binding upon the Mortgagor and the Mortgagee.

(e) If at any time during any year the Mortgagee reasonably believes that an event has occurred which will cause a decrease in the Operating Cash Flow during such year

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(including, without limitation, an increase in the real estate taxes due to an increase in the assessed valuation of the Premises, the applicable tax rate or otherwise) and, as a result thereof, the ratio of Operating Cash Flow to Debt Service during such year (or any year thereafter) shall be less than 1.20 to 1.00, then an Event of Default shall be deemed to exist upon the Mortgagor's receipt of written notice of such Event of Default from the Mortgagee unless the Mortgagor, within thirty (30) days after receipt of such notice from the Mortgagee, has delivered to the Mortgagee evidence reasonably satisfactory to the Mortgagee that the ratio of Operating Cash Flow to Debt Service as of such day is or shall be at least 1.20 to 1.00.

40. Sales of Individual Portions of the Premises. The Mortgagor shall be permitted to sell less than the entire Premises upon the following terms and conditions:

(a) Contract Escrow Accounts. Mortgagor agrees that Mortgagee shall have the right, exercisable in Mortgagee's sole discretion, to require that all amounts collected from purchasers or prospective purchasers of one or more of the Residences (as defined in the Note) constituting the Premises will be held in escrow or trust for the benefit of the parties hereto and such purchasers or prospective purchasers strictly in accordance with all purchase contracts (the "Escrow Account"). The terms of such Escrow Account will provide that the funds held by the escrowee thereof will be deposited with Mortgagee in a demand deposit account or in a savings account. Mortgagor further agrees that all sale contracts shall contain a provision for such Escrow Account and that the terms governing such Escrow Account shall be approved by Mortgagee. If Mortgagee exercises its right to require that all amounts collected from purchasers be deposited in an Escrow Account, Mortgagor will provide Mortgagee, at Mortgagee's request and on or before the fifteenth (15th) day of each calendar month after the date hereof, a certified report of all transactions relating to such Escrow Account which occurred during the prior calendar month, including for each transaction the name or names of the purchaser or purchasers, the home address or other appropriate identification thereof, the amount of the deposit or withdrawal; applicable thereto, the reason for each and every withdrawal from the Escrow Account and the basis on which Mortgagor claims it is legally entitled to make such withdrawal; provided, however, in no event shall any amount be withdrawn from said Escrow Account without the prior written consent of Mortgagee, except at the time of closing of each Residence or to refund a purchaser's earnest monies deposit.

(b) Rights to Sale Contracts. Mortgagee shall have the right, but not the obligation, to demand payment to Mortgagee of any and all monies, contracts, notes or other evidences of indebtedness and the security therefor due to or in favor of Mortgagor, whether the same are payable from Mortgagor, from the escrowee of the Escrow Account, or from any escrowee of any deed and money escrow involving the encumbrance, sale or other disposition of any Residence to the extent permitted by law and by the sales contract for such Residence. To secure the payment and performance of all obligations of Mortgagor arising hereunder, Mortgagor hereby expressly and irrevocably assigns to Mortgagee and grants a security interest to Mortgagee in all such right, title and interest in and to such monies and such contracts, notes and other evidence of indebtedness and the proceeds of all thereof. A

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copy of this Mortgage, certified by an officer of Mortgagee as then being in full force and effect, shall be deemed to be Mortgagor's authorized, valid and binding direction to such escrowee immediately to comply with such demand of Mortgagee.

(c) Partial Release of Residences from Lien of the Mortgage. Whenever any Residence shall be proposed to be sold and conveyed by Mortgagor to any purchaser thereof in conformity with the applicable provisions of this Mortgage or the other Loan Documents, Mortgagee will deliver to the Residence purchaser, an instrument which if duly recorded would operate to release such Residence from the lien of the Mortgage, provided that, as additional conditions to Mortgagee's delivery of such instrument of release: (i) no Event of Default or an event, through the passage of time, giving of notice or otherwise would accrue into an Event of Default has occurred and is continuing; (ii) the Debt Service Coverage Ratio after the sale of the Residence shall not be less than 1.20 to 1.00; and (iii) the ratio of the outstanding principal amount of the Loan to the appraised value of the Premises remaining after the sale of the Residence shall be no more than eighty percent (80.00%).

41. Remedies Against Other Collateral. The Mortgagor hereby acknowledges that the loan documents evidencing and securing the Affiliate Loan creates liens on collateral other than the Premises. The Mortgagor further acknowledges that this Mortgage and the other Loan Documents are cross-defaulted with the documents evidencing or securing the Affiliate Loan, and the Loan secured hereby is also secured by those documents. The Mortgagor agrees that the Mortgagee may proceed, at the same or at different times, to foreclose any or all liens against such collateral (or sell such collateral under power of sale) by any proceedings appropriate in the county and state where such collateral lies, and that no event of enforcement taking place in any county or state pursuant to any of the Loan Documents shall preclude or bar enforcement in any other county or state. Any foreclosure or other appropriate remedy brought in any county or state in which collateral is located may be brought and prosecuted as to any part of such collateral without regard to the fact that foreclosure proceedings or other appropriate remedies have or have not been instituted elsewhere on any other part of the collateral for the Loan.

42. Conditions to Loan Opening. As a condition precedent to the first disbursement of proceeds under the Note ("Loan Opening"), the Mortgagor shall furnish the following to the Mortgagee at least two (2) days prior to the Loan Opening or at such time as is set forth below, all of which must be strictly satisfactory to Lender and Lender's counsel in form, content and execution:

(a) Title Insurance Policy. A mark-up loan pro-forma for the issuance of an ALTA Loan Policy (current form) ("Title Commitment") issued on the date of the Loan Opening by a title company reasonably acceptable to the Mortgagee ("Title Insurance Company") in the full amount of the Loan, insuring the Mortgage to be a valid first, prior and paramount lien upon the fee title to the Premises subject only to the Permitted Exceptions (the "Title Insurance Policy"). The Title Insurance Policy must contain an unconditional Comprehensive Endorsement No. 1, or its customary form of like "conformity" endorsement, and the following endorsements: a) Comprehensive Endorsement No. 1, b) Survey Endorsement, c) Usury Endorsement, d) Tax parcel Endorsement, e) Waiver of Creditor's

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Rights, f) Environmental Protection Lien Endorsement No. 8.1, and g) such other endorsements as the Mortgagee may reasonably require.

(b) **Survey.** A plat of survey (the "Survey") of the Land made by a land surveyor licensed in the State, which Survey must be satisfactory to the Mortgagee, showing:

(i) the location of all foundations, driveways, parking areas, number of parking spaces, fences and other improvements on the Land including the Project;

(ii) the location (and recording numbers, to the extent recorded) of all visible or recorded easements (including appurtenant easements), water courses, drains, sewers, public and private roads (including the names and widths thereof and recording numbers for the dedications thereof), other rights of way, and curb cuts, if any, within, adjacent to or serving the Premises or to which the Premises are subject, and the proposed location of any such easements to be granted; that the same are, and after construction of the Project and granting of easements will be, unobstructed; and that all portions of the Project will have direct access to dedicated public roads;

(iii) the location of the servient estate of any easements, if the Land is the dominant estate thereunder;

(iv) the common street address of the Premises and the dimensions, boundaries and acreage or square footage of the Land;

(v) that all foundations and all other improvements on the Land, are placed within the lot and building lines and in compliance with all deed restrictions, recorded plats, other restrictions of record and ordinances relating to the location thereof (and, to the extent that any deed restrictions, recorded plats, other restrictions of record or ordinances require any structure to be set back specified distances from any line, showing said line and the measured distance of said structure, or the proposed location of said structure, from said line);

(vi) that there are no encroachments onto the Land from improvements located on adjoining property;

(vii) the location and course of all utility lines;

(viii) if the Premises comprise more than one parcel, interior lines and other data sufficient to insure contiguity; and

(ix) such additional information which may be required by Lender or the Title Insurance Company.

The Survey shall be made in accordance with (i) the current survey standards of the American Title Association and American Congress on Surveying and Mapping and

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(ii) the laws of the State. To the extent that there is any conflict or inconsistency among the Survey standards described above, the more restrictive standard shall apply. The Survey shall be in form and substance to enable the Title Insurance Company to issue the Title Insurance Policy, and shall bear a proper certificate by the surveyor, which certificate shall recite compliance with the laws and standards enumerated above, shall include the legal description of the Premises and shall run in favor of Borrower, Lender and the Title Insurance Company.

(c) **Appraisal**. An appraisal satisfactory and addressed to Mortgagor prepared by a certified or licensed appraiser who is approved by Mortgagor. The ratio of the appraised value of the Premises on an "as-is" basis to the Loan Amount shall be no more than eighty percent (80.00%).

(d) **Documents of Record**. Copies of all covenants, conditions, restrictions, easements and matters of record which affect the Premises provided by the Title Insurance Company.

(e) **Searches**. A report from a service provider acceptable to the Mortgagee of the appropriate filing officers of the state and county in which the Premises is located, indicating that no judgments, tax or other liens, security interests, leases of personalty, financing statements or other encumbrances (other than Permitted Exceptions and liens and security interests in favor of the Mortgagee) are of record or on file encumbering any portion of the Premises, and that there are no judgments, tax liens, pending litigation or bankruptcy actions outstanding with respect to the Mortgagor, its members, and the Guarantors.

(f) **Real Estate Taxes**. Copies of the most recent real estate tax bills for the Premises and evidence satisfactory to Mortgagor that the Premises is separately assessed for real estate taxing purposes.

(g) **Leases**. Certified copies of all Leases and such evidence as to the validity thereof, absence of defaults thereunder, good standing and financial ability of the parties thereto to perform, and such subordination, non-disturbance and attornment agreements and estoppel letters from tenants under Leases and holders of concessions or encumbrances with respect to any portion of the Premises, all as Lender may require. In addition, Mortgagor shall deposit all security deposits required under Leases with Lender in an account in Mortgagor's name, which account is pledged to Lender pursuant to the Assignment of Rents and Leases of even date herewith; provided, however, that such security deposits may only be applied in accordance with the terms and conditions of the Leases.

(h) **Mortgagor's Attorney's Opinion**. An opinion of Mortgagor's counsel addressing such issues as Lender may request.

(i) **Organizational Documents**. A copy of the operating agreement creating Mortgagor, certified by the manager or the controlling member of such entity as being a true and correct copy and as otherwise unmodified and in full force and effect, together with a

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current Certificate of Good Standing for Mortgagor from the state of formation, a certified copy of the Articles of Organization, including all amendments thereto, for Mortgagor, a certificate from the manager or controlling member providing that no certificate of dissolution has been filed, an incumbency certificate showing specimen signatures for all of the members of Borrower (and its manager or general partner) executing any Loan Documents and, if necessary, certified copies of resolutions from the members authorizing execution and delivery of the Loan Documents.

(j) **Additional Documents.** Such other papers and documents regarding The Mortgagor or the Premises as the Mortgagee may reasonably require.

(k) **Termination of the Mortgagee's Obligations.** The Mortgagor agrees that all conditions precedent to the Loan Opening will be complied with on or prior to the Loan Opening Date. If all of the conditions precedent to the Loan Opening hereunder shall not have been performed on or before the Loan Opening Date, Lender, at its option at any time thereafter and prior to the Loan Opening, may terminate its obligations under the Note by giving a written notice of termination to the Mortgagor. In the event of such termination, The Mortgagor shall pay all Loan Expenses which have accrued or been charged as of the Loan Opening Date.

Signature Page Follows

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IN WITNESS WHEREOF, Mortgagor has executed this MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING as of the date set forth above.

DWA GROUP 2, LLC, an Illinois limited liability company

By: DWA CAPITAL GROUP, LLC, an Illinois limited liability company, its sole member

By: DWA Adler Membership, LP, an Illinois limited partnership, a member

By: _____

Uri Adler, General Partner

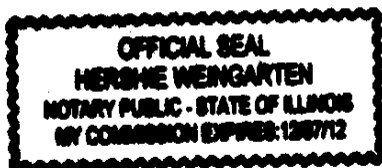
STATE OF ILLINOIS _____)

SS: _____

COUNTY OF Cook _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Uri Adler, General Partner of DWA Adler Membership, LP, an Illinois limited partnership, a member of **DWA Capital Group, LLC**, an Illinois limited liability company, the sole member of **DWA GROUP 2, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 21 day of Dec, 2009.



Notary Public

Commission expires: _____

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PARCEL 11: LOT 6 IN BLOCK 7 IN ENGLEFIELD, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12: LOT 4 IN BLOCK 19 IN SOUTH LYNNE, BEING VAIL'S SUBDIVISION IN THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 13: LOT 34 (EXCEPT THE NORTH 0.20 FEET THEREOF) AND THE NORTH 12.60 FEET OF LOT 33 IN BLOCK 192 IN SOUTH CHICAGO, BEING A SUBDIVISION BY CALUMET AND CHICAGO CANAL AND DOC COMPANY OF PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1875 IN BOOK 9 OF PLATS, PAGE 93, AS DOCUMENT NUMBER 42641, IN COOK COUNTY, ILLINOIS.

PARCEL 14: LOT 19 IN BLOCK 1 IN COUNSELMAN'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 (EXCEPT THE WEST 35 FEET THEREOF), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 15: LOT 4 IN SUBDIVISION OF LOTS 513 TO 536, BOTH INCLUSIVE, IN DICKEY'S THIRD ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 16: LOT 22 IN BLOCK 4 IN COBE AND MCKINNON'S 63RD STREET SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS:

16-02-415-004-0000	1 OF 16
16-03-404-007-0000	2 OF 16
16-10-318-012-0000	3 OF 16
16-11-120-010-0000	4 OF 16
16-15-120-031-0000	5 OF 16
19-13-420-018-0000	6 OF 16
19-24-211-008-0000	7 OF 16
20-17-121-009-0000	8 OF 16
20-19-110-023-0000	9 OF 16
20-22-402-023-0000	10 OF 16
20-30-403-025-0000	11 OF 16
25-12-430-075-0000	12 OF 16
25-19-401-038-0000	13 OF 16
25-21-332-017-0000	14 OF 16
25-28-409-006-0000	15 OF 16
26-07-145-070-0000	16 OF 16

Common Addresses (all Chicago, Illinois)

5721 S. Ada (1 of 16)	
9914 S. Calhoun (2 of 16)	12471 S. Wentworth (10 of 16)
11550 S. Church (3 of 16)	
1139 N. Keeler (4 of 16)	7516 S. Wood (11 of 16)
4715 W. Maypole (5 of 16)	6408 S. Bell (12 of 16)
11802 S. Parnell (6 of 16)	10237 S. Hoxie (13 of 16)
6704 S. St. Lawrence (7 of 16)	4432 W. Gladys (14 of 16)
523 N. Springfield (8 of 16)	949 N. Central Park (15 of 16)
6421 S. Talman (9 of 16)	6157 S. Rockwell (16 of 16)

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EXHIBIT A

Legal Description

PARCEL 1: LOT 152 IN CENTER AVENUE ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 4 (EXCEPT THE NORTH 12 FEET THEREOF) AND THE NORTH 22 FEET OF LOT 5 IN BLOCK 6 IN CALUMET TRUST'S SUBDIVISION NO. 2, BEING A RESUBDIVISION OF BLOCKS 158 TO 161 AND 170 TO 173, IN SOUTH CHICAGO PER PLAT RECORDED AS DOCUMENT NUMBER 9224451 IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 11 IN THE RESUBDIVISION OF LOTS 1 TO 37, BOTH INCLUSIVE, IN BLOCK 2 IN THE RESUBDIVISION OF BLOCKS 4 AND 11 IN VINCENNES ROAD ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19 AND PARTY LYING EAST OF THE DUMMY TRACT OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 34 IN BLOCK 11 IN MILLS AND SON'S SUBDIVISION OF BLOCKS 3, 4, 5 AND 6 IN THE RESUBDIVISION OF BLOCKS 1 AND 2 IN FOSTER SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: LOT 6 (EXCEPT THE EAST 8 1/3 FEET THEREOF) AND THE EAST 16 2/3 FEET OF LOT 7 IN BLOCK 24 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: LOT 10 AND THE NORTH 1/2 OF LOT 9 IN BLOCK 3 IN THE RESUBDIVISION OF LOTS 11 TO 16 AND 27 TO 32 IN BLOCK 1 AND LOTS 11 TO 32 IN BLOCK 2 AND LOTS 1 TO 10 IN BLOCK 3, TOGETHER WITH THE 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH THE SOUTH 1/2 OF ORIGINAL BLOCK 2 AFORESAID AND 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH THE NORTH 1/2 OF ORIGINAL BLOCK 3 AFORESAID, ALL IN HANNAH B. GARDNER'S ADDITION TO PULLMAN, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: LOT 46 IN BLOCK 1 IN JOHNSTON AND CLEMENTS SUBDIVISION OF WEST 1/2 OF SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8: LOT 34 IN MILLER AND OTHERS SUBDIVISION OF BLOCK 10 IN HARDING'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9: LOT 40 AND THE NORTH 13 FEET OF LOT 39 IN BLOCK 2 IN AVONDALE, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10: LOTS 10 AND 11 IN BLOCK 2 IN WEST PULLMAN PARK SUBDIVISION OF PART OF LOT 9 OF ANDREWS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Permitted Encumbrances

Taxes Not yet due and payable

COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING TO USE, COST, CONSTRUCTION AND LOCATION OF BUILDINGS TO BE ERECTED ON THE LAND, AS CONTAINED IN THE DEED RECORDED AUGUST 8, 1927 AS DOCUMENT NO. 9741986; WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS PARCEL 2)

A 25 FOOT BUILDING LINE AS SHOWN ON THE PLAT OF SAID SUBDIVISION.

(AFFECTS PARCEL 11)

20 FOOT BUILDING LINE AS SHOWN ON THE PLAT OF SUBDIVISION.

(AFFECTS PARCEL 15)

15 FOOT BUILDING LINE AS SHOWN ON THE PLAT OF SAID SUBDIVISION.

(AFFECTS PARCEL 16)

COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING TO LOCATION OF BUILDINGS TO BE ERECTED ON THE LAND, AS CONTAINED IN THE DOCUMENT RECORDED JULY 6, 1912 AS DOCUMENT NO. 5000548; WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS PARCEL 16)

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Schedule 2

Affiliate Loans

Date of Affiliate Loan	Maximum Principal Amount of the Affiliate Loan	Maturity Date of the Affiliate Loan
May 12, 2009	\$561,265.87	May 12, 2014

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