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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785



Doc#: 1024522043 Fee: \$82.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/02/2010 10:13 AM Pg: 1 of 24

The property identified as: **PIN:** 05-29-100-077-0000

Address:

Street: 42 Woodley Drive

Street line 2:

City: Winnetka

State: IL

ZIP Code: 60018

Lender: MB Financial Bank N.A.

Borrower: Barr, Richard

Loan / Mortgage Amount: \$3,975,000.00

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

Certificate number: BE277420-EC8C-41A8-9AC7-8BB670C28D09

Execution date: 07/16/2010

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**This Document Prepared By
and After Recording Return**

To:

Terence W. Keenan
MB Financial Bank, N.A.
6111 North River Road, 4th
Floor
Rosemont, Illinois 60018

**REVOLVING MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT**
42 WOODLEY DRIVE, WINNETKA, ILLINOIS

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (this "**Mortgage**") dated for reference purposes only as of July 16, 2010, is made by Susan D. Barr, as Trustee under the Susan D. Barr Trust dated April 10, 1991 ("**Mortgagor**") in favor of MB Financial Bank, N.A. located at 6111 North River Road, 4th Floor, Rosemont, Illinois 60018 ("**Lender**"), as Lender.

RECITALS AND DEFINITIONS:

A. Loan. Mortgagor is or will become the owner of the land legally described on Exhibit A attached hereto, together with all improvements thereon. Lender has agreed or may agree from time to time to make loans and/or other financial accommodations to Richard A. Barr and/or other entities collectively named in: (i) a certain Master Credit Agreement dated July 16, 2004 as amended, modified, supplemented, extended, reaffirmed and restated from time to time, and (ii) certain revolving credit agreements entered into between Lender, New Money Express, Inc., a California corporation and/or The Check Cashing Place, Inc., a California corporation, both dated as of July 16, 2010 as such agreements may be amended, modified, supplemented, extended, reaffirmed and restated from time to time (the various agreements in items (i) and (ii) being individually and collectively referred to herein as the "**Credit Agreement**"). The entities collectively named in the Credit Agreement and/or named in any notes from time to time outstanding thereunder (collectively the "**Borrowers**" or "**Makers**") are or may obtain term loans, revolving loans or other financial accommodation from time to time pursuant to the Credit Agreement or any one or more than one of them may receive one or more loans or other financial accommodations (collectively, the "**Loan**"), pursuant to the terms and conditions set forth in the Credit Agreement.

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B. Notes. One or more Borrowers will or have executed and delivered to Lender promissory notes pursuant to the Credit Agreement in the maximum principal amount of THREE MILLION NINE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$3,975,000) (such notes, together with all amendments, modifications, supplements, restatements and substitutions thereof from time to time, the "**Notes**").

C. Loan Documents. To evidence and secure the obligations and liabilities of Borrowers to Lender in connection with the Loan, Borrowers have, either individually or jointly executed and delivered to Lender the Notes, the Credit Agreement, one or more pledges and/or security agreements and this Mortgage. The Credit Agreement, the Notes, this Mortgage, the pledge and security agreements, together with all other agreements, documents, and instruments given to evidence or secure the indebtedness evidenced by the Notes and/or the Credit Agreement and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, documents or instruments delivered in substitution therefor or in lieu thereof, whether heretofore, now or hereafter executed by or on behalf of Borrowers, any party who or which has guaranteed all or any portion of the indebtedness evidenced by the Notes and/or the Credit Agreement, or any other person, delivered to Lender with respect to the Loan are collectively referred to herein as the "**Loan Documents**". Borrowers and any other party who is a party to any one or more of the Loan Documents are referred to collectively as the "**Loan Parties**", and individually as a "**Loan Party**". Reference to this Mortgage, the Credit Agreement or any other Loan Document contained in any of the foregoing documents shall be deemed to include all modifications of any such document.

D. Secured Obligations. As used in this Mortgage, the term "**Secured Obligations**" collectively means: (i) the principal of and interest on the Notes; (ii) all other indebtedness of any kind arising under the Notes, and/or the Credit Agreement, and all amounts of any kind which at any time become due or owing to Lender under or with respect to the Notes, the Credit Agreement, this Mortgage or any of the other Loan Documents; (iii) all of the covenants, obligations and agreements of Borrowers or any other Loan Party in, under or pursuant to the Notes, the Credit Agreement, this Mortgage, and/or any of the other Loan Documents; (iv) all costs incurred by Lender to protect any or all of the Collateral (as defined below), perform any obligation of Borrowers or any other Loan Party hereunder or under any other Loan Document, or collect any amount owing to Lender) whether before or after an Event of Default; (v) all fees due and payable by Borrowers to Lender; and (vi) interest on all of the foregoing to the extent it accrues under the Notes, this Mortgage, or any other Loan Document, including, without limitation, interest accruing after an Event of Default, acceleration and/or judgment at the Default Rate, and all interest, fees and costs that, but for commencement of an insolvency proceeding would have accrued.

E. Hypothecation. Mortgagor has an indirect interest in one or more of the Borrowers. Mortgagor acknowledges that the Secured Obligations constitute loans and other financial accommodations made by the Bank to Borrowers and are not direct loans or financial accommodations made by Lender to Mortgagor. Mortgagor acknowledges that Lender would not make the Loan to Borrowers if the Loan was not secured by this Mortgage and Mortgagor has acknowledged and that Mortgagor has received or expects to receive a material financial benefit from the Loan.

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NOW THEREFORE, for and in consideration of Lender's making the proceeds of the Loan available to Borrowers and any other financial accommodation to or for the benefit of Borrowers, consideration of the various agreements contained herein and in the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full, timely and proper payment and performance of each and every one of the Secured Obligations,

MORTGAGOR HEREBY MORTGAGES, CONVEYS, TRANSFERS AND ASSIGNS TO LENDER AND ITS SUCCESSORS AND ASSIGNS, FOREVER, AND HEREBY GRANTS TO LENDER AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN, TO, AND UNDER ALL OF THE FOLLOWING, WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR ARISING:

(a) Land. All of the land described on Exhibit A attached hereto, together with all tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in any-wise appertaining to the land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the land; all estate, claim, demand, right, title or interest of Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the land or any part thereof; all strips and gores belonging, adjacent or pertaining to the land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "**Land**");

(b) Improvements and Fixtures. All buildings, structures, replacements and other improvements, and property of every kind and character now or hereafter located or erected on the Land, together with all furnishings, fixtures, fittings, building or construction materials, equipment, appliances, machinery, plant equipment, apparatus, and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Land, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (except to the extent any of the foregoing items in this subparagraph are owned by tenants and such tenants have the right to remove such items at the termination of their Lease (as hereinafter defined)) (all of the foregoing are herein referred to collectively as the "**Improvements**", all of the Land and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "**Property**");

(c) Personal Property. All machinery, equipment, appliances, goods, inventory and supplies, including without limitation, HVAC equipment, boilers, water heaters, signs, window coverings, floor coverings, office equipment, furniture, fire control devices, plumbing fixtures, light fixtures, non-structural additions or improvements located in, on or attached to, and used or intended to be used in connection with the operation of the Property (defined above), communication devices, landscaping, plants, shrubs, cooking equipment, stoves, refrigerators, dishwashers, carpeting, disposals, lifting equipment, and all other tangible property of any kind or nature, together with all extensions, additions, improvements, substitutions and replacements to any of the foregoing, except to the extent any of the foregoing is owned by any person other than Borrowers (herein referred to collectively as the "**Equipment**");

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(d) Deposits. All monies, reserves, deposits, certificates of deposit and deposit accounts, escrows, deposits to secure performance of any obligation (including without limitation, funds deposited with any governmental authority to secure Borrowers' obligation to make required improvements to the Property and interest or dividends thereon), securities, cash, cash equivalents and other property now or at any time or times hereafter in the possession or under the control of Lender or its bailee;

(e) Records. All books, records, computer records, ledger cards, programs and other computer materials, customer and supplier lists, invoices, orders and other property and general intangibles at any time evidencing or relating to the Collateral ("**Records**");

(f) Contract Rights. All sales contracts, purchase contracts for the purchase of any portion of the Property, construction contracts, subcontracts, architectural agreements, engineering contracts, service contracts, maintenance contracts, management contracts, marketing contracts, construction and other governmental consents, permits and licenses, surveys, plans, specifications, warranties, and guaranties, and all amendments, modifications, supplements, general conditions and addenda thereto, which Mortgagor has, may have or may subsequently directly or indirectly enter into, obtain or acquire;

(g) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by Mortgagor directly or indirectly from the Land or the Improvements, and all proceeds of sale or other disposition of the Collateral or any portion thereof (all of the foregoing is herein collectively called the "**Rents**");

(h) Leases. All leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Land or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "**Leases**");

(i) Service Agreements. All rights and interests of Mortgagor in and under any and all service and other agreements relating to the operation, maintenance, and repair of the Property or the buildings and improvements thereon ("**Service Agreements**");

(j) Plans. All plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports of examinations or analyses, contracts for services to be rendered to Mortgagor, or otherwise in connection with the Property and all other property, contracts, reports, proposals, and other materials now or hereafter existing in any way relating to the Property or the Collateral or construction of the Project (as defined in the Master Pledge) or any other additional improvements thereon (the "**Plans**");

(k) Loan Proceeds. All proceeds, contract rights and payments payable to Borrowers under any loan commitment for financing of the Property ("**Loan Proceeds**");

(l) Insurance. All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Borrowers and all proceeds of the conversion, voluntary or involuntary, of the Collateral or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation hereafter made to the present and all subsequent owners of the Collateral by

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any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Collateral or any easement therein, including awards for any change of grade of streets;

(m) Awards. All judgments, awards of damages and settlements which may result from any damage to the Property or any part thereof or to any rights appurtenant thereto; all compensation, awards, damages, claims, rights of action and proceeds of, or on account of (i) any damage or taking pursuant to any Condemnation Proceeding of the Property or any part thereof, or (ii) the alteration of the grade of any street or highway on or about the Property or any part thereof; all proceeds of any sales or other dispositions of the Property or any part thereof.

(n) Sales Contracts. All contracts to sell all or any portion of the Property;

(o) Encumbrances. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Property, hereafter acquired by, or released to, Mortgagor or constructed, assembled or placed by Mortgagor on the Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described herein;

(p) After-Acquired Property. Mortgagor represents and warrants that it holds fee simple title to Parcels I and II, all inclusive. All property acquired by Borrower after the date of this Mortgage which by the terms of this Mortgage shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Borrower and without further mortgage, conveyance or assignment become subject to the lien and security interest created by this Mortgage. Nevertheless, Borrower shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further mortgages, security agreements, financing statements, assignments and assurances, as Lender shall require for accomplishing the purposes of this Mortgage.

The foregoing is herein collectively referred to as the "**Collateral**". All of the Collateral hereinabove described, real, personal and mixed, whether affixed or annexed or not, and all rights hereby conveyed and mortgaged are intended to be a unit and are hereby understood and agreed and declared to be appropriated to the use of the Property, and shall for the purposes of this Mortgage, to the extent permitted by law, be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Property unto Lender, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

THIS MORTGAGE IS GRANTED TO SECURE FUTURE ADVANCES.

1. Covenants and Agreements of Borrowers.

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To secure the payment and performance of the Secured Obligations, Mortgagor hereby covenants and agrees with Lender as follows:

1.1. INCORPORATION; PAYMENT OF SECURED OBLIGATIONS.

(a) Recitals. The Recitals and all definitions incorporated therein are hereby incorporated herein and made a contractual part hereof.

(b) Incorporation by Reference. Any capitalized term used herein and not defined herein shall have the meaning set forth in the Credit Agreement, which definitions are incorporated by reference as if fully set forth herein.

(c) Payments and Performance. Mortgagor agrees that it will pay or cause to be paid, timely and in the manner required in the Loan Documents, the principal of and interest on the Notes, the Credit Agreement and all other Secured Obligations. All sums payable by Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction, reduction or defense; provided that nothing in this Mortgage shall be deemed a waiver of Mortgagor's right to assert the defense of payment, or any right of offset relating thereto. Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense. Mortgagor hereby covenants and agrees that it will timely and fully perform, and will cause all other Loan Parties to timely and fully perform, all covenants and agreements set forth in each and every one of the other Loan Documents. Mortgagor hereby covenants to cause such compliance and performance by all other Loan Parties and it shall not be a defense hereunder that Mortgagor did not have the power or authority to cause such compliance.

1.2. MAINTENANCE AND REPAIR; PROTECTION OF SECURITY. At all time during the term hereof, Mortgagor will:

(a) subject to the rights set forth in Section 1.8, pay before delinquent all taxes and assessments, general or special, and any and all levies, claims, charges, expenses, and liens (each an "**Imposition**") due or to become due, that may be levied or assessed against the Collateral;

(b) not abandon the Property;

(c) not do or suffer anything to be done which would materially depreciate or impair the value of the Collateral or the security of this Mortgage;

(d) not remove or demolish any of the Improvements;

(e) pay promptly for all labor and materials for all construction, repairs and improvements to or on the Property;

(f) maintain, preserve and keep the Equipment and the Improvements in good, safe and insurable condition and repair and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction;

(g) promptly restore and replace any of the Improvements or Equipment, which are destroyed or damaged;

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- (h) not commit, suffer, or permit waste of any part of the Property;
- (i) maintain all grounds and abutting sidewalks in good and neat order and repair;
- (j) fully comply with, and cause the Collateral and the use and condition thereof to fully comply with, all laws (including, but not limited to, any zoning or building laws or ordinances, any noise abatement, occupancy or environmental protection laws or regulations, or any rules, regulation or orders of any governmental agency, and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, easements, covenants, and restrictions which are applicable to Borrowers or the Collateral;
- (k) maintain or cause to be maintained policies of general liability and casualty damage insurance with respect to the Property in such amounts as shall be reasonably required by Lender, and shall cause Lender to be named as an additional insured and Lender loss payee, as its interest may appear; and
- (l) take all action necessary to maintain this Mortgage as a first, perfected security interest or lien upon the Collateral, subject to no liens or exceptions except as set forth on Exhibit B attached hereto (the "**Permitted Encumbrances**").

Notice of Lender's Right to Place Insurance. Mortgagor shall furnish evidence of maintenance of insurance acceptable to Lender from time to time and Lender's request. Each such policy of insurance shall be in an amount, for a term, and in form and content satisfactory to Lender, and shall be written only by companies approved by Lender. In addition, each policy of hazard insurance shall include a Form 438BFU or equivalent loss payable endorsement in favor of Lender. Unless Mortgagor provides evidence of the insurance coverage required by this Paragraph, Lender may purchase insurance at Mortgagor's expense to protect Lender's interest in the Property. This insurance may but need not, protect Mortgagor's interests. The coverage that Lender purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance purchased by Lender, but only after providing evidence that Mortgagor has obtained insurance as required by this Paragraph. If Lender purchases insurance for the Property, Mortgagor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to outstanding principal balance of the Secured Obligations. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

1.3. SALES; LIENS. At all times during the term hereof, Mortgagor shall be the fee title owner of the Property, subject to no lien or encumbrance, except the Permitted Encumbrances, and Mortgagor shall not, without the prior written consent of Lender, which consent may be withheld in Lender's sole and exclusive discretion:

- (a) directly or indirectly sell, contract to sell (if possession of the Property is to be transferred prior to the closing date, such as an installment agreement for deed), assign, transfer, convey, or dispose of the Property or any other Collateral, or any portion thereof or any interest or estate therein, whether legal, equitable, beneficial or possessory, including but not limited to: (1) any conveyance into trust; (2) any conveyance, sale or assignment of the

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beneficial interest in any trust holding title to the Property; (3) any conveyance, sale or assignment of the issued and outstanding membership interests of Mortgagor; or permit or contract or agree to do any of the foregoing;

(b) subject or permit the Property or any other Collateral, or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the Rents and profits therefrom) directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right (whether senior or junior to, or on a parity with, this Mortgage);

(c) subject or permit the beneficial interest under any trust holding title to the Property, or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (or permit the same to be subjected), directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance, collateral assignment or right;

(d) *Intentionally omitted;* or

(e) cause or permit (by operation of law or otherwise) any Rents, Leases, or other contracts relating to the Property to be assigned to any party, nor borrow against, pledge or further assign any Rents due under any Lease.

Notwithstanding anything to the contrary contained in this Section, Lender will not unreasonably withhold, condition, or delay the sale of the Property and the release of the lien of this Mortgage in connection therewith on the condition that, simultaneously therewith, Mortgagor provides substitute collateral or partial payment acceptable to Lender, acting in Lender's reasonable discretion.

1.4. STAMP AND OTHER TAXES. If the Federal, or any state, county, local, municipal or other, government or any subdivision of any of thereof having jurisdiction over the Property, the Collateral or Borrowers, shall levy, assess or charge any tax (excepting therefrom any franchise tax or income tax on Lender's receipt of interest payments on the principal portion of the Secured Obligations), assessment or imposition upon this Mortgage, the Secured Obligations, or any of the other Loan Documents, the security interest of Lender in the Collateral, or any of the foregoing, or upon Lender by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to any Note, this Mortgage, or any of the other Loan Documents, Borrowers shall pay all such taxes and stamps to or for Lender as they become due and payable. If any law or regulation is enacted or adopted permitting, authorizing or requiring any tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits Borrowers from paying the tax, assessment, stamp, or imposition to or for Lender, then Lender shall have the right, in its sole and exclusive discretion, upon notice to Borrowers, to declare all Secured Obligations to be immediately due and payable and all sums hereby secured shall become immediately due and payable.

1.5. MECHANICS' LIENS. Borrowers will not permit any mechanics' or other construction lien under the laws of Illinois to be recorded against or attach to the Property or any part thereof, other than such liens which are being contested in a diligent and good faith manner by appropriate proceedings.

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1.6. ASSIGNMENT OF RENTS, LEASES AND PROFITS. Mortgagor does hereby sell, assign, and transfer unto Lender all of the Rents, Leases and profits from the Property, it being the intention of this Mortgage to establish an absolute transfer and assignment of all such Rents, Leases and profits from and on the Property unto Lender. Mortgagor does hereby appoint irrevocably Lender its true and lawful attorney, in its name and stead, which appointment is coupled with an interest, to collect all of said Rents and profits provided however that, Lender grants Mortgagor a license to collect such Rents, but only so long as no Event of Default (as defined below) has occurred.

1.7. SUBROGATION. To the extent that Lender, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or Borrowers or any other person pays any such sum with the proceeds of the Loan secured hereby, Lender shall have and be entitled to a lien or other interest on the Collateral equal in priority to the lien or other interest discharged and Lender shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Lender in securing the Secured Obligations.

1.8. Contest of Impositions. Mortgagor shall have the right at its own expense to contest or permit the contest of the amount or validity, in whole or in part, of any Imposition, by appropriate proceedings diligently conducted in good faith, but only after payment of such Imposition, unless such payment would operate as a bar to such contest, or interfere materially with the prosecution thereof; in which event, notwithstanding the provisions of Section 1.2(a), payment of such Imposition shall be postponed if and only so long as: (i) neither the Property nor any part thereof would by reason of such postponement be, in the reasonable judgment of Lender, in danger of being forfeited or lost; and (ii) no material adverse event would be created thereby; and (iii) no Event of Default or Unmatured Default shall have occurred and be continuing; and (iv) upon the request of Lender, Mortgagor shall have deposited with Lender into an escrow account, the amount so contested and unpaid, together with all interest and penalties in connection therewith, and all charges that may or might be assessed against or become a charge on the Property in such proceedings. Upon termination of any such proceedings, it shall be the obligation of Mortgagor to pay the amount of such Imposition finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees (including counsel fees), interest, penalties, or other liabilities in connection therewith.

2. Default.

Each of the following shall constitute an event of default ("**Event of Default**") hereunder:

2.1. DEFAULT UNDER ANY OTHER LOAN DOCUMENT. Any Event of Default occurs under the terms of the Notes, the Credit Agreement or any other Loan Document. With respect to any Event of Default which is an Event of Default hereunder by reason of being an Event of Default under any other Loan Document, the period for grace, notice, or opportunity to cure, set forth in such other Loan Document, and only such period, shall be applicable thereto.

2.2. PERFORMANCE. Except as provided in any other section of this Section 2 or any other provision of this Mortgage, failure of Borrowers to promptly perform any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed under this Mortgage for a period of thirty (30) days after notice thereof; provided that: (i) if such default, in the reasonable discretion of Lender, creates a hazardous

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condition or materially, adversely and imminently affects the value of the Property, such default shall be cured immediately; and (ii) subject to the provisions of subsection (i) above, to the extent that such default is of such a character which reasonably requires more than thirty (30) days to cure, Borrowers shall have such reasonable additional time to cure the default, if Borrowers have commenced to cure the same within said thirty (30) day period and are diligently and continuously pursuing such cure, which default shall in all circumstances be cured within ninety (90) days after delivery of the above-required written notice.

2.3. DEFAULT IN CERTAIN COVENANTS. Default in the performance of any covenant or agreement set forth in Section 1.3 or 1.4 herein.

2.4. REPRESENTATIONS AND WARRANTIES. Any representation, warranty, or disclosure made to Lender by Mortgagor in this Mortgage, proving to be false or misleading in any material respect as of the time the same was made or deemed made.

2.5. ABANDONMENT. Borrowers abandon any of the Property.

3. Remedies.

3.1. ACCELERATION. Upon the occurrence of any Event of Default, Lender may declare the unpaid principal balance of the Notes, the Credit Agreement, this Mortgage, all interest thereon and all other Secured Obligations to be immediately due and payable.

3.2. REMEDIES UNDER OTHER LOAN DOCUMENTS. Upon the occurrence of an Event of Default, Lender shall have all remedies set forth in this Mortgage, in the Credit Agreement and at law or in equity. It is the intention of the parties that this Mortgage shall confer upon Lender the fullest rights, remedies and benefits available under applicable law.

3.3. POSSESSION OF PROPERTY; REMEDIES UNDER LOAN DOCUMENTS. To the extent permitted by law, Mortgagor hereby waives all right to the possession, income, and Rents of the Property from and after the occurrence of any Event of Default. Lender is hereby expressly authorized and empowered, at and following the occurrence of any Event of Default, to enter into and upon and take possession of the Property or any part thereof, to complete any repairs thereon, all at the expense of Borrowers, to lease the same, to collect and receive all Rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Property or, at the election of Lender in its sole discretion, to a reduction of the Secured Obligations in such order as Lender may, in its sole discretion, elect. Lender, in addition to the rights provided under the Notes and any of the other Loan Documents, is also hereby granted full and complete authority to enter upon the Property, employ watchmen to protect the Equipment and Improvements from depredation or injury and to preserve and protect the Collateral, and to continue any and all outstanding contracts for the erection, completion or repair of improvements to the Property, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of Borrowers. All such expenditures by Lender shall be Secured Obligations, secured by the Collateral, bearing interest and payable in accordance with the Credit Agreement. Upon the occurrence of any Event of Default, Lender may also exercise any or all rights or remedies under the Notes, the Credit Agreement and any of the other Loan Documents.

3.4. FORECLOSURE; RECEIVER.

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(a) Receiver. Upon the occurrence of any Event of Default, Lender shall have the right immediately or at any time thereafter to foreclose the lien of this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of Lender, in Lender's sole and absolute discretion, appoint a receiver of the Property. Such appointment may be made either before or after sale, without choice by Borrowers; without regard to the solvency or insolvency, at the time of application for each receiver, of the person or persons, if any, liable for the payment of the Secured Obligations; without regard to the value of the Property at such time and whether or not the Property (or any portion thereof) is then occupied as a homestead; without bond being required of the applicant; and Lender or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to take possession, control and care of the Property and to collect all Rents, issues, deposits, profits and avails thereof during the pendency of such foreclosure suit and apply all funds received toward the Secured Obligations, and in the event of a sale and a deficiency where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor or its devisees, legatees, administrators, legal representatives, successors or assigns except for the intervention of such receiver, would be entitled to collect such Rents, issues, deposits, profits and avails, and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Property during the whole of any such period. To the extent permitted by Law, such receiver may take any action permitted to be taken by Lender pursuant to the Credit Agreement, extend or modify any then existing leases and make new leases of the Property or any part thereof, 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 Loan, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrowers and all persons whose interests in the Property are subject to the lien hereof, and upon the purchaser or purchasers at any such foreclosure sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser or at any time thereafter.

(b) Application of Funds. The court may, from time to time, authorize said receiver to apply the net amounts remaining in its hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Secured Obligations, including without limitation the following, in such order of application as Lender may, in its sole and absolute discretion, elect: (i) amounts due upon the Notes; (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage; (iii) actual, reasonable costs and expenses of foreclosure and litigation upon the Property; (iv) insurance premiums, repairs, taxes, assessments, water charges and interest, penalties and costs, in connection with the Property; (v) any other lien or charge upon the Property that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same; and (vi) all monies advanced by Lender to cure or attempt to cure any default by Borrowers in the performance of any obligation or condition contained in any of the other Loan Documents or this Mortgage or otherwise, to protect the security hereof provided herein, or in any of the other Loan Documents, with interest on such sums advanced at the Default Rate. The excess of the proceeds of sale, if any, shall then be paid to Borrower, upon request.

(c) Successive Foreclosure. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Property, as Lender may elect, until all of the Property have been foreclosed against and sold. As part of the

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foreclosure, Lender in its discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Property, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, as Lender may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law. Upon the completion of any such sale or sales, Lender shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers of the property so sold, in the manner and form as provided by applicable law, and Lender is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, to make all necessary transfers of property thus sold, and for that purpose Lender may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof.

(d) Judgment. In the case of any sale of the Property pursuant to any judgment or decree of any court at public auction or otherwise, Lender may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Notes and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all reasonable expenses of every kind paid or incurred by Lender for the enforcement, protection or collection of this security, including court costs, reasonable attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by Borrowers.

(e) Accelerated Redemption Periods. Lender may at any time agree to utilize the provisions of any statute providing for a reduced period of redemption between foreclosure judgment and sale upon Lender's waiving the right to any judgment for deficiency and consenting to Mortgagor's remaining in possession of the Property and collecting all rents, issues, income and profits therefrom up to the court's confirmation of the foreclosure sale.

3.5. SPECIFIC REMEDIES FOR LEASES AND RENTS.

(a) Remedies. Upon the occurrence of an Event of Default, and whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale of the Property or during any period of redemption, Lender, without regard to waste, adequacy of the security or solvency of Borrowers, may revoke the privilege granted Mortgagor hereunder to collect the Rents, issues and profits of the Property, and may, at its option, without notice: (i) enter and take actual possession of the Property, the Rents and the Leases or any part thereof personally, or by its agents or attorneys, and exclude Borrowers therefrom; (ii) enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Borrowers relating thereto; provided that Borrowers may have access to and make copies of such materials (at Borrowers' expense), upon reasonable prior notice to Lender during normal business hours; (iii) as attorney-in-fact or agent of Borrowers, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Property, the Rents, and the Leases and conduct the business, if any, thereof (including entering into new leases of the Property, or any part thereof, under such terms and conditions as Lender, in its sole and absolute discretion, may elect) either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents and the Leases (including

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actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Borrowers to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Property that, in its reasonable discretion, may seem appropriate; (vii) insure and reinsure the Property for all risks incidental to Lender's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Property, as Lender in its sole discretion may deem necessary or desirable.

(b) Exercise after Default. Mortgagor hereby grants Lender full power and authority to exercise each and every one of the rights, privileges and powers contained herein or in any other Loan Document at any and all times after any Event of Default without notice to Borrowers or any other person. Lender, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may, in its sole and absolute discretion, determine: (i) to the payment of the operating expenses of the Property, including the cost of management and leasing thereof (which shall include reasonable compensation to Lender and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (ii) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Property, including the cost from time to time of installing, replacing or repairing the Property, and of placing the Property in such condition as will, in the judgment of Lender, make it readily rentable; (iii) to the payment of any Secured Obligations; and (iv) to the payment of any other cost or expense required or permitted hereunder.

(c) Receiver. The exercise of Lender's rights hereunder, the appointment of a receiver, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any Event of Default or waive, modify or affect notice of default hereunder or invalidate any act done pursuant to said notice, nor in any way operate to prevent Lender from pursuing any remedy which now or hereafter it may have under the terms and conditions of this Mortgage or the other Loan Documents or any other instruments securing the same. The rights and powers of Lender hereunder shall remain in full force and effect both prior to and after any foreclosure of this Mortgage and any sale pursuant thereto and until expiration of the period of redemption for said sale. The purchaser at any foreclosure sale, including Lender, shall have the right at any time and without limitation, to advance money to any receiver appointed of the Property to pay any part or all of the items which the receiver would otherwise be authorized to pay if cash were available from the Property and the sum so advanced, with interest at the Default Rate, shall be a part of the sum required to be paid to redeem the Property from any foreclosure sale.

(d) Application of Proceeds. Notwithstanding anything to the contrary, Lender shall be entitled to apply any proceeds from the exercise of any of its remedies pursuant to this Mortgage against any of the Secured Obligations in such allocation and in such order as shall be determined by Lender in its sole discretion. Without limitation of the foregoing rights, Lender need not apply proceeds prorata against all of the Notes then outstanding.

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Lender may take any of the actions referred to in this Section 3.5 irrespective of and without regard to the adequacy of the security for the Secured Obligations.

3.6. PERSONAL PROPERTY.

(a) UCC Remedies. Upon the occurrence of an Event of Default, Lender may exercise from time to time any rights, powers and remedies available to it under the Uniform Commercial Code (as enacted in Illinois), under applicable law and as may be provided in this Mortgage, the Notes, the Credit Agreement and the other Loan Documents. Borrowers shall, promptly upon written request by Lender, assemble the Collateral and make it available to Lender at such place or places reasonably convenient for both Lender and Borrowers, as Lender shall designate. Any notification of intended disposition required by law of any of the Collateral shall be deemed reasonably and properly given if given at least ten (10) days before such disposition.

(b) Remedies of Secured Party. Without limiting the generality of the provisions of Section 3.6(a), upon the occurrence of an Event of Default, Lender may, with respect to so much of the Collateral as is personal property under applicable law, to the fullest extent permitted by applicable law without further notice, advertisement, hearing or process of law of any kind: (i) notify any person obligated on the Collateral to perform directly for Lender its obligations thereunder; (ii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto; (iii) endorse any checks, drafts or other writings in the name of Borrowers to allow collection of the Collateral; (iv) take control of any proceeds of the Collateral; (v) enter upon any Property where any of the Collateral may be located and take possession of and remove such Collateral; (vi) sell any or all of the Collateral, free of all rights and claims of Borrowers therein and thereto, at any public or private sale; and (vii) bid for and purchase any or all of the Collateral at any such sale. Any proceeds of any disposition by Lender of any of the Collateral may be applied by Lender to the payment of expenses in connection with the Collateral, including actual, reasonable out-of-pocket attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by Lender toward the payment of such of the Secured Obligations and in such order of application determined by Lender, and any excess shall be paid to Borrowers or other secured parties, as their interests may appear.

(c) Waiver of Certain Rights. Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest and notice of protest in connection with the Notes and, to the fullest extent permitted by applicable law, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by Lender of any of its rights and remedies hereunder. Mortgagor hereby appoints Lender its attorney-in-fact with full power of substitution to take possession of the Collateral upon any Event of Default and, as Lender in its sole discretion deems necessary or proper, to execute and deliver all instruments required by Lender to accomplish the disposition of the Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Secured Obligations are outstanding.

3.7. NO LIABILITY ON LENDER. Notwithstanding anything contained herein, Lender shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of Borrowers, and Mortgagor shall and does hereby

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agree to indemnify against and hold Lender harmless of and from any and all liabilities, losses or damages which Lender may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights hereunder and any and all claims and 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 any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral, unless such liability, claim, cost or demand is caused solely by Lender's gross negligence, fraud or willful misconduct. Lender shall not have responsibility for the control, care, management or repair of the Property or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensee, employee, stranger or other person. No liability shall be enforced or asserted against Lender in its exercise of the powers herein granted to it, and Mortgagor expressly waives and releases any such liability, except liability arising from Lender's gross negligence, fraud or willful misconduct. Should Lender incur any such liability, loss or damage under any of the Leases or under or by reason hereof, or in the defense of any claims or demands, then any such amount expended by Lender shall be payable by Borrowers in accordance with the Credit Agreement.

3.8. ACCOUNTS. Upon the occurrence of any Event of Default, Lender shall, to the fullest extent permitted by law, be entitled to appropriate and apply on the payment of the Secured Obligations (whether or not due and in any order of priority as may be selected by Lender in its sole and absolute discretion), any and all accounts and monies held in possession of Lender for the benefit of Borrowers.

3.9. REMEDIES CUMULATIVE. No remedy or right of Lender hereunder or under the Notes, the Credit Agreement or any of the other Loan Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Lender. All obligations of Borrower, and all rights, powers and remedies of Lender, expressed herein shall be in addition to, and not in limitation of, those provided by law or in the Notes, the Credit Agreement, any other Loan Documents or any other written agreement or instrument relating to any of the Secured Obligations or any security therefor.

4. General.

4.1. PERMITTED ACTS. Mortgagor agrees that, without affecting or diminishing in any way the liability of Borrowers or any other person (except any person or entity expressly released in writing by Lender) for the payment or performance of any of the Secured Obligations or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, Lender may at any time and from time to time, without notice to or the consent of any person or entity release any person or entity liable for the payment or performance of any of the Secured Obligations; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Notes or any of the Secured Obligations; modify or waive any obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind; release any Collateral or other property securing

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any or all of the Secured Obligations; make releases of any portion of the Property; consent to the making of any map or plat of the Property; consent to the creation of any easements on the Property or of any covenants restricting the use or occupancy thereof; or exercise or refrain from exercising, or waive, any right Lender may have hereunder or under any of the other Loan Documents.

4.2. SECURITY AGREEMENT; FIXTURE FILING. This Mortgage, to the extent that it conveys or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the Property is located, and this Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Property is located with respect to any and all fixtures included within the term "**Collateral**" as used herein and with respect to any Equipment or other personal property that may now be or hereafter become such fixtures.

4.3. NOTICES. Any and all notices given in connection with this Mortgage shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by Federal Express or other nationally recognized overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it shall be delivered to the address required by this Mortgage, (b) the date delivery shall have been refused at the address required by this Mortgage; or (c) with respect to notices sent by mail, the date as of which the postal service shall have indicated such notice to be undeliverable at the address required by this Mortgage. Any and all notices referred to in this Mortgage, or which either party desires to give to the other, shall be addressed as follows:

If to Mortgagor:	Susan D. Barr, Trustee 42 Woodley Drive Winnetka, Illinois, 60018
With a copy to:	Richard A. Barr c/o R & L Management, 425 Huehl Road, Bldg. 3 Northbrook, IL 60062
If to Lender:	MB Financial Bank, N.A. 6111 North River Road, 4 th Fl. Rosemont, IL 60018 Attn.: Terence Keenan, Senior Vice President
With a copy to:	Hinshaw & Culbertson LLP 222 North LaSalle St., Ste. 300 Chicago, IL 60601 Attn.: Thomas F. Ging

Any party hereto may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. In addition to

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the foregoing, any notice of default shall be delivered to such other Persons as may be identified in the Credit Agreement from time to time.

4.4. CARE BY LENDER; STANDARDS FOR APPROVAL. Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Borrowers request in writing, but failure of Lender to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of Lender to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by Borrowers, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral. Unless otherwise specifically provided herein, any and all discretion, determination, verification, waiver, consent or approval to be exercised, granted, provided or made by Lender herein, shall be exercised, made, granted or withheld, or continued to be exercised, made, granted or withheld, in Lender's sole, absolute and exclusive discretion (including without limitation any approval to be granted or withheld under Section 1.3 and the exercise or any right or remedy granted pursuant to Article 3). LENDER SHALL HAVE NO DUTY TO BORROWERS TO MAKE ANY DETERMINATION, TO PROVIDE ANY WAIVER OR CONSENT, OR TO EXERCISE ANY JUDGMENT OR DISCRETION UNDER THE TERMS OF THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT FOR THE BENEFIT OF BORROWERS, GUARANTORS, ANY OTHER LOAN PARTY, OR THE PROPERTY. FOR GREATER CERTAINTY, AND NOT IN LIMITATION OF THE FOREGOING, ANY REFERENCE IN THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT TO "LENDER'S APPROVAL OR "LENDER'S CONSENT" OR "LENDER'S DISCRETION" OR WORDS OF SUCH IMPORT, SHALL BE DEEMED TO MEAN SUCH APPROVAL, CONSENT OR DISCRETION, IN LENDER'S SOLE, EXCLUSIVE AND ABSOLUTE DISCRETION, UNLESS SUCH PROVISION SHALL EXPRESSLY PROVIDE THAT SUCH DISCRETION, CONSENT OR APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.

4.5. NO OBLIGATION ON LENDER. This Mortgage is intended only as security for the Secured Obligations. Anything herein to the contrary notwithstanding: (i) Borrowers shall be and remain liable hereunder and with respect to the Collateral to perform all of the obligations assumed by it hereunder; (ii) Lender shall have no obligation or liability under or with respect to the Collateral by reason of or arising out of this Mortgage; and (iii) Lender shall not be required or obligated in any manner to perform or fulfill any of the obligations of Borrowers hereunder, pursuant to or with respect to any of the Collateral.

4.6. NO WAIVER; WRITING. No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by Lender to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions.

4.7. WAIVER. Mortgagor voluntarily and knowingly hereby acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate, or residential real estate. Mortgagor, on behalf of itself and all persons now or hereafter interested in the Property or the Collateral, to the fullest extent permitted by applicable law hereby: waives all rights under all appraisal, homestead, moratorium, valuation, exemption, stay, reinstatement, extension, and redemption statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Secured Obligations secured by this Mortgage, and Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or

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may be enforced, in any action enforcing or relating to this Mortgage or any of this Collateral. Without limiting the generality of the preceding sentence, Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage. Without limiting the foregoing, Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of reinstatement or redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor hereby expressly waives and releases all rights to direct the order in which any of the Collateral shall be sold in the event of any sale or sales pursuant hereto and to have any of the Collateral and/or any other property now or hereafter constituting security for any of the Secured Obligations marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

4.8. NO MERGER. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Property, it is hereby understood and agreed that should Lender acquire an additional or other interests in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

4.9. THIRD PARTY BENEFICIARIES. This Mortgage is made for the sole benefit of Borrowers and Lender (and Lenders' successors and assigns), and no other person or entity shall have any benefits, rights or remedies under or by reason of this Mortgage, or by reason of any actions taken by Lender pursuant to this Mortgage. Borrowers are not and shall not be an agent of Lender for any purposes. Unless and until Lender expressly assumes Borrowers' obligations following an Event of Default, Lender shall not be deemed to be in privity of contract with any contractor or provider of services to the Property, and in no event shall any payment of funds directly to a contractor or subcontractor or provider of services by itself be deemed to create any third-party beneficiary status or recognition of same by Lender. Except as expressly set forth in the Loan Documents, Lender is not and shall not be an agent of Borrowers for any purpose. Lender, by making the Loan or taking any action pursuant to any of the Loan Documents, shall not be deemed a partner or a joint venturer with Borrowers or a fiduciary of Borrowers. The relationship between Lender and Borrowers shall be that of creditor-debtor only. No term in this Mortgage or in the other Loan Documents and no course of dealing between the parties shall be deemed to create any relationship of agency, partnership or joint venture or any fiduciary duty by Lender to any other party.

4.10. FUTURE ADVANCES. This Mortgage is given to secure, in part, future advances under the Notes, the Credit Agreement and the other Loan Documents, and shall secure not only the initial advance under the Notes, the Credit Agreement and the other Loan Documents, but also subsequent advances, the final advance, and any other advances, disbursements and other payments made under the Credit Agreement and the other Loan Documents, whether such advances are obligatory or to be made at the option of Lender, or otherwise, and including advances under the Credit Agreement and other Loan Documents as

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are made within twenty years from the date hereof, to the same extent as if all such advances were made at the time of execution of this Mortgage and although there may be no outstanding Secured Obligations at the time any advance is made. The total amount of the Secured Obligations may increase or decrease from time to time, but the total unpaid principal balance of the indebtedness hereby secured at any one time outstanding shall not exceed two (2) times maximum principal amount of the Notes plus interest thereon, and any disbursements made for payment of taxes, special assessments or insurance on the Collateral, and interest on such disbursements. This Mortgage shall be valid and shall, to the fullest extent permitted by Law, have priority over any and all liens and encumbrances arising after this Mortgage is recorded in the Recorder's office in the county in which the Land is located, including (to the extent permitted by applicable Law) statutory liens except taxes and assessments levied on the Collateral.

4.11. REVOLVING MORTGAGE. This Mortgage is given to secure multiple credit facilities including revolving credit loans and shall secure not only presently existing indebtedness under the Credit Agreement, the Notes and the other Loan Documents and the other Loan Documents, but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within twenty (20) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness including future advances, from the time of its filing for record in the recorder's office of the county in which the real estate is located. This Mortgage secures, among other indebtedness, a "revolving credit" arrangement within the meaning of 815 ILCS 205/4.1 and 205 ILCS 5/5d. The total amount of indebtedness may increase or decrease from time to time, as provided in the Credit Agreement, and any disbursements which the Lender may make under this Mortgage, the Notes or the Credit Agreement or any other document with respect hereto (e.g., for payment of taxes, insurance premiums or other advances to protect the Lender's liens and security interests, as permitted hereby) shall be additional Secured Obligations. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

4.12. ILLINOIS CREDIT AGREEMENT ACT. Borrower expressly agrees that for purposes of this Mortgage and each and every other Loan Document: (i) this Mortgage and each and every other Loan Document shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1, *et seq.* (the "Act"); (ii) the Act applies to this transaction including, but not limited to, the execution of this Mortgage and each and every other Loan Document; and (iii) any action on or in any way related to this Mortgage and each and every other Loan Document shall be governed by the Act.

4.13. TRUSTEE REPRESENTATIONS AND COVENANTS. (a) Trustee warrants that it possesses full power and authority to execute this instrument.

(b) Mortgagor hereby represents and covenants to Lender that Mortgagor is a Trustee under a Trust duly organized, validly existing and in good standing under the laws of the State of Illinois.

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated for reference purposes only as of July 16, 2010.

Susan D. Barr, as Trustee under the Susan D. Barr Trust, dated April 10, 1991

Susan D. Barr

Printed Name: Susan D. Barr

Title: Trustee

Property of Cook County Clerk's Office

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STATE OF (ILLINOIS))
COUNTY OF DePue) SS:

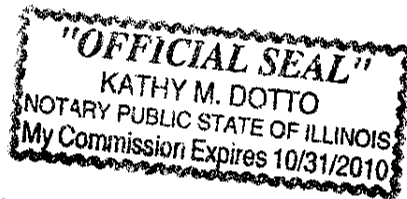
The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 11 day of Aug., 2010, that Susan D. Barr, as Trustee under the Susan D. Barr Trust, dated April 10, 1991, personally appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act, as Trustee, for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Kathy M. Dotto
Notary Public

Kathy M. Dotto
Print Name

My commission expires: 10-31-2010



Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

ALL THAT PART OF A CERTAIN TRACT OF LAND KNOWN AS THE SOUTH 3.744 CHAINS (247.104 FEET) OF THE NORTH 6.24 CHAINS (411.84 FEET) OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 260 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29 AND 251.58 FEET EAST OF THE WEST LINE OF SAID SECTION 29; THENCE WEST ALONG A LINE 260 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 29, 251.58 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4, THENCE SOUTH ALONG SAID WEST LINE OF SAID NORTHWEST 1/4 (BEING ALONG THE CENTER LINE OF HIBBARD ROAD) 76.92 FEET; THENCE EAST ALONG A STRAIGHT LINE 251.58 FEET TO A POINT 76.72 FEET SOUTH OF THE PLACE OF BEGINNING, THENCE NORTH ALONG A LINE 251.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 76.72 FEET TO THE PLACE OF BEGINNING (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR ROAD) IN COOK COUNTY, ILLINOIS.

PARCEL II:

ALL THAT PART OF THE NORTH 6.24 CHAINS OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHWEST 1/4 210.96 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE EAST 251.58 FEET ALONG A STRAIGHT LINE TO A POINT 210.86 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 49.14 FEET ALONG A LINE 251.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4; THENCE WEST 251.58 FEET ALONG A LINE 260 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 TO THE WEST LINE OF SAID NORTHWEST 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST 1/4 49.04 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Tax No. 05-29-100-077-0000

Commonly Known as 42 Woodley Drive, Winnetka, Illinois, 60018

UNOFFICIAL COPY

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Subsequent general taxes, special assessments and/or other fees.

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink is written over the diagonal watermark text. The signature is cursive and appears to be a name, possibly "R. J. ..." or similar, though it is difficult to decipher due to its fluidity.