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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1025131111 Fee: \$92.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/08/2010 04:52 PM Pg: 1 of 29

**Report Mortgage Fraud**  
800-532-8785

The property identified as: **PIN:** 16-24-201-002-0000

**Address:**

**Street:** 2719 W. Roosevelt

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60632

**Lender:** Sinai Community Institute

**Borrower:** Ogden North LLC

**Loan / Mortgage Amount:** \$733,878.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7/70 et seq. because it is government property.

**Certificate number:** F1897615-06F9-46EB-953C-E4014ADE973F

**Execution date:** 09/08/2010

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This instrument was prepared by:  
 Kathie Soroka  
 Applegate & Thorne-Thomsen, P.C.  
 322 S. Green Street, Suite 400  
 Chicago, IL 60607

After recording, return to:  
 Sinai Community Institute, Inc.  
 2653 West Ogden Avenue,  
 Chicago, Illinois 60608  
 Attn: General Counsel

## SUBORDINATE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (ILLINOIS) (Donation Tax Credit Loan)

THIS SUBORDINATE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "Mortgage") is made as of September 1, 2010 by **Ogden North, LLC**, an Illinois limited liability company ("Mortgagor"), having a principal place of business at 666 Dundee Road, Suite 1102, Northbrook, Illinois 60062 in favor of **Sinai Community Institute, Inc.**, an Illinois not-for-profit corporation ("Mortgagee"), having its place of business at 2653 West Ogden Avenue, Chicago, Illinois 60608, witnesseth:

THAT WHEREAS Mortgagor is justly indebted to the Mortgagee upon the Promissory Note ("Note") of even date herewith, in the principal sum of Seven Hundred Thirty-Three Thousand Eight Hundred Seventy-Eight and No/100ths Dollars (\$733,878.00), bearing interest at the rate of 1.0% per annum, and with a maturity date of December 31, 2052, payable to the order of and delivered to the Mortgagee (the "Loan"); and

WHEREAS, Mortgagor is developing and will be the owner of a certain 137-unit, 19-building multifamily apartment project, to be known as Park Douglas Apartments (the "Project"), in the City of Chicago, Illinois, upon certain land in which Mortgagor owns either a fee or leasehold interest, and generally bordered by Roosevelt Road on the north, Talman Avenue on the east, Ogden Avenue on the south, and California Avenue on the west, and legally described on Exhibit A attached hereto (the "Real Estate").

NOW, THEREFORE, to secure the payment of the Loan in accordance with the terms, provisions and limitations of the Note and this Mortgage, and the performance of the Mortgagor's covenants and agreements herein contained, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, the Mortgagor does by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the Real Estate and all of the estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, and State of Illinois, to wit, which, with the

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property hereinafter described, is referred to herein as the "Premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from any and all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, if applicable, which said rights and benefits the Mortgagor does hereby expressly release and waive.

The name of the record owner is: Ogden North, LLC, an Illinois limited liability company.

## COVENANTS, CONDITIONS AND PROVISIONS

### 1. Definitions:

"CHA" means the Chicago Housing Authority, an Illinois municipal corporation.

"Loan Documents" means, individually and collectively as the context may require: (a) the Note, (b) this Mortgage, (c) the Agreement of Environmental Indemnification (the "Environmental Indemnity"), and (d) any other documents executed in connection with the Loan.

"Regulatory Agreement" means, individually and collectively as the context may require: (a) that certain Declaration of Restrictive Covenants entered into by and between Mortgagor and the Chicago Housing Authority for the benefit of HUD, dated of even date herewith, (b) that certain Regulatory and Operating Agreement, dated of even date herewith between the Mortgagor and CHA; (c) that certain Right of First Refusal Agreement, dated of even date herewith by and among CHA, Mortgagor, Ogden North Manager, LLC, an Illinois limited liability company, and consented to by USA 71 Park Douglas LLC, a Delaware limited liability company, (d) that certain Regulatory Agreement entered into by and between Mortgagor and the City of Chicago (the "City"), dated as of even date herewith, (e) that certain Agreement for the Sale and Redevelopment of Land entered into by and among Mortgagor, Mortgagee and the City, dated as of even date herewith, (f) that certain Donation Tax Credits Regulatory Agreement entered into by and among Mortgagor, Mortgagee, and the City of Chicago, dated as of even date herewith; and (g) any other documents executed and pursuant to the foregoing documents.

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“Senior Lender” means, individually and collectively as the context may require:

- (a) Citibank, N.A. (“Citibank”), which is providing a \$17,500,000 construction loan (“Citibank Construction Loan”);
- (b) CHA, which is providing a \$9,990,000 construction/permanent loan (“CHA Loan”);
- (c) City, which is providing a \$8,289,981 loan (“City Loan”); and
- (d) Enterprise Mortgage Investments, Inc. (“Enterprise”), which is providing a \$2,750,000 permanent loan (“Enterprise Loan”).

“Senior Loans” means collectively the Citibank Construction Loan, the CHA Loan, the City Loan, and the Enterprise Loan.

“Senior Loan Documents” means any and all of those certain mortgages by Mortgagor in favor of each Senior Lender and all other documents evidencing, securing or governing the Senior Loans.

2. Mortgagee shall have received by the closing date: (1) a Phase I environmental assessment of all of the Real Estate, on which Mortgagee is entitled to rely, prepared in accordance with the latest revised ASTM Standard, reasonably satisfactory to Mortgagee; (2) any other environmental information necessary in Mortgagee’s reasonable discretion, including without limitation a Phase II environmental site assessment, to demonstrate that the Premises comply in all material respects with environmental laws and to resolve any Recognized Environmental Conditions (as defined by the American Society of Testing Materials E 1527-05, 1.1.1) identified in such assessments.

3. Mortgagor shall (1) in accordance with paragraph 3 hereof, promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair in accordance with the City of Chicago building codes without waste, and free from mechanic’s or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, comply with the terms of the Senior Loan Documents and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (5) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; and (6) make no material alterations in said Premises except for the improvements to be constructed in connection with the Loan and except as required by law or municipal ordinance.

4. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to the Mortgagee

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duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

5. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it will be unlawful to require Mortgagor to make such payment or (b) the making of such payment will result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

6. If, by the laws of the United States of America or of any state having jurisdiction in the Premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.

7. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this Mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said Note.

8. Mortgagor shall at all times maintain insurance with respect to the Premises as is set forth in Exhibit B. For purposes of Exhibit B hereto, the opening of the Loan shall be deemed to occur on the date of recordation this Mortgage. Subject to the rights of Senior Lender and notwithstanding any provision to the contrary in this Mortgage, in the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Mortgagor shall have the right to rebuild the Project and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to rebuild the Project in a manner that provides adequate security to Mortgagee for repayment of the Loan or if such proceeds are insufficient, then Mortgagor shall have funded any deficiency, (b) Mortgagee shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement provided that in the event of a disagreement, the decision of the Senior Lender shall control, and (c) no material default then exists under this Mortgage or the Note. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and, subject to the rights of the Senior Lender, partial repayment of the Loan in a manner that

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provides adequate security to Mortgagee for repayment of the remaining balance of the Loan.

9. In case of default herein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.
10. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
11. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms of the Note (including mandatory payments required pursuant to Section 3 of the Note) or, as applicable, this Mortgage. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of Mortgagee's declaration of an Event of Default under the Note, as provided therein, or (b) when a default shall occur hereunder or any of the other Loan Documents, and continue for thirty (30) days, which 30-day period shall be extended by such additional time as is reasonable in the event cure of such default is commenced but cannot by its nature be completed within such 30-day period. In addition, it shall be an immediate Event of Default if, without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, (1) the Borrower and the Senior Lenders make material amendments or modifications to the Senior Loan Documents, or (2) any "Transfer" as described in Section 21(a) of the mortgage securing the Citibank Construction Loan occurs, except for "Permitted Transfers" contemplated in Section 21(b) the Citibank mortgage (other than those "Permitted Transfers" described in Section 21(b)(i)), and any "Transfer" as described in Section 21(a) of the mortgage that will secure the Enterprise Loan occurs, except for those permitted transfers contemplated in Section 21(b) of the Enterprise mortgage (other than those permitted transfers described in Section 21(b)(1)). Notwithstanding anything contained in this Mortgage to the contrary, until such time as any mortgage securing the CHA Loan no longer encumbers the Premises, Mortgagee shall not be entitled to exercise its remedies under this Mortgage following the occurrence of a default by Mortgagor hereunder or the other Loan Documents without obtaining the prior written consent of CHA.
12. When the indebtedness hereby secured shall become due whether by acceleration

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or otherwise, Mortgagee shall have the right to foreclose the lien hereof, subject to the rights of Senior Lender under Senior Loan Documents. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the 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 may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security hereof.

13. Subject to rights of the Senior Lender under the Senior Loan Documents, the remaining proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any remainder to Mortgagor, its successors, legal representatives or assigns, as their rights may appear.

14. Subject to rights of the Senior Lender under the Senior Loan Documents, upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by a decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree,

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provided such application is made prior to foreclosure sale; and (2) the deficiency in case of a sale and deficiency.

15. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provision hereof shall continue in full force. The Loan is a recourse obligation of Mortgagor.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

19. This Subordinate Mortgage is and shall be subject and subordinate in all respects to the Regulatory Agreements and to the Senior Loans and the liens created by the Senior Loan Documents. This is a junior mortgage on the Real Estate and is subject and subordinate in each and every respect to any and all rights of any kind created by: (i) that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the date hereof (the "Citibank Mortgage") from the Mortgagor in favor of Citibank, N.A., a national banking association ("Citibank"), and recorded prior hereto in the Office of the Cook County Recorder of Deeds, securing a note of even date therewith in the principal amount of \$17,500,000.00 and reimbursement obligations of the Mortgagor under the Promissory Note in favor of Citibank, and (ii) any mortgage executed by the Mortgagor pursuant to a Permitted Refinancing (as defined in the Citibank Mortgage) (together with the Citibank Mortgage, the "Senior Mortgage").

So long as the Senior Mortgage is in effect, in the event of any conflict between the provisions of this Mortgage and the Senior Mortgage, the provisions of the Senior Mortgage shall prevail. Any waiver or forbearance by the Senior Lender under the Senior Loan Documents shall not impair the priority of its lien under the Senior Loan Documents. Notwithstanding any other provision herein to the contrary, the failure by Mortgagor to provide to Mortgagee any dollar amounts or any documents as may be required herein because such amounts or documents are required to be deposited with Senior Lender pursuant to the provisions of the Senior Mortgage shall not be



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deemed an "Event of Default" hereunder; provided, however, that Mortgagor shall promptly provide to Mortgagee written notice of the deposit of such amounts or documents with Senior Lender (together with copies of such documents). Notwithstanding any other provision herein to the contrary, the failure by Mortgagor to comply with any provision hereof (other than the payment of amounts or the provision of documents to Mortgagee) due to conflict between the provisions of the Senior Mortgage and the provisions hereof shall not be deemed an "Event of Default" hereunder; provided, however, that Mortgagor shall promptly provide to Mortgagee written notice of such conflict and of the actions taken by Mortgagor pursuant to the Senior Mortgage.

20. Illinois Specific Provisions:
- (a) Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq. (the "Foreclosure Act"). To the extent the provisions of the Illinois Interest Act (815 ILCS §205/4(i)) apply, the Loan constitutes a business loan which comes within the purview of 815 Section 205/4(1)(c), as well as loans secured by a mortgage on real estate which comes within the purview of 815 ILCS 205/4(1)(l).
  - (b) In the event any provision in this Mortgage shall be inconsistent with any provision of the Foreclosure Act, the provisions of the Foreclosure Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Act.
  - (c) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Foreclosure Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law.
  - (d) Without limiting the generality of the foregoing, all reasonable expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510(b) and 15-1512 of the Foreclosure Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.
  - (e) This Mortgage is granted to secure not only existing indebtedness, but also future advances made pursuant to or as provided in the Loan Documents, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution hereof, and although there may be no indebtedness outstanding at the time any advance is made. To the fullest extent permitted by law, the lien of this Mortgage shall be valid as to all such indebtedness, including all future advances. Notwithstanding anything in this Mortgage to the contrary, although the amount

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of indebtedness secured by this Mortgage may increase or decrease from time to time, the maximum principal amount of the indebtedness secured by this Mortgage at any one time shall not exceed \$1,467,756, plus all costs of enforcement and collection of this Mortgage and the other Loan Documents, plus the total amount of any advances made pursuant to the Loan Documents to protect the collateral and the security interest and lien created hereby, together with interest on all of the foregoing as provided in the Loan Documents.

21. This Mortgage creates a security interest in the Premises and, to the extent the Premises is not real property, this Mortgage constitutes a security agreement from Mortgagor to Mortgagee under the Uniform Commercial Code of Illinois. In addition to all of its other rights under this Mortgage and otherwise, Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code of the State, as in effect from time to time, or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable law. 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 real estate records of each county where any part of the Premises (including such fixtures) is situated. This Mortgage shall also be effective as a financing statement with respect to any other Premises as to which a security interest may be perfected by the filing of a financing statement and may be filed as such in any appropriate filing or recording office. The respective mailing addresses of Mortgagor and Mortgagee are set forth in the opening paragraph of this Mortgage. A carbon, photographic or other reproduction of this Mortgage or any other financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this section. Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law, reasonably required by Mortgagee to establish or maintain the validity, perfection and priority of the security interests granted in this Mortgage.

22. Any notice required or permitted to be given under this Mortgage shall be deemed given (i) when personally delivered, or (ii) three (3) business days after the date deposited in the United States mail, by certified or registered mail, postage prepaid, or (iii) the next business day following the date deposited, with all delivery charges prepaid, with a national delivery service for overnight delivery. Notices shall be addressed as follows:

If to Mortgagor:

c/o Brinshore Development, L.L.C.  
666 Dundee Road, Suite 1102  
Northbrook, Illinois 60062  
Attention: Richard Sciortino

And:

c/o The Michaels Development Company, Inc.  
3 East Stow Road  
Marlton, New Jersey 08053  
Attention: President

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And: c/o The Michaels Development Company, Inc.  
322 So. Green Street, Suite 204  
Chicago, Illinois 60607  
Attention: Whitney Weller

With a copy to: Applegate & Thorne-Thomsen, P.C.  
322 So. Green Street, Suite 400  
Chicago, Illinois 60607  
Attention: Bennett P. Applegate

And a copy to: USA 71 Park Douglas LLC  
340 Pemberwick Road  
Greenwich, CT 06831  
Attention: David A. Salzman and Joanne Flanagan

If to Mortgagee: Sinai Community Institute, Inc.  
2653 West Ogden Avenue  
Chicago, Illinois 60608  
Attention: President

With a copy to: Sinai Health System  
California Avenue at 15<sup>th</sup> Street  
Chicago, Illinois 60608  
Attention: General Counsel

Any recipient of notices under this provision may change its address for receipt of copies of notices by giving notice in writing stating its new address to all notice recipients hereunder.

23. A default under the Senior Loan Documents and Regulatory Agreement shall be a default under this Mortgage. Notwithstanding the foregoing, a default under the Donations Tax Credit Regulatory Agreement by and among the City, Mortgagor and Sinai Community Institute, Inc., as sponsor (the "Sponsor"), arising solely from a breach of such agreement by the Sponsor shall not constitute a default under this Mortgage and Mortgagee shall not pursue its remedies as set forth herein or in the Note.

24. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Mortgagee pursuant hereto and under law or equity, to the fullest extent permitted by law, Mortgagor agrees to indemnify, hold harmless and defend the Mortgagee and its constituents, affiliates, successors and assigns, and each of its or their respective officers, directors, employees, attorneys and agents (each an "Indemnified Party"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Mortgagor has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "Liabilities") to which the Indemnified Parties, or any of them, may become

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subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to:

- (a) The Loan Documents or the execution or amendment thereof or in connection with transactions contemplated thereby;
- (b) Any act or omission of the Mortgagor or any of its agents, contractors, servants, employees or licensees in connection with the Loan or the Real Estate, the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, construction, installation or rehabilitation of, the Project or any part thereof;
- (c) Any lien (other than a permitted encumbrance) or charge upon payments by the Mortgagor to Mortgagee hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Mortgagee in respect of any portion of the Project;
- (d) The enforcement of, or any action taken by the Mortgagee related to remedies under, this Mortgage, the Note or the Loan Documents;
- (e) Any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Mortgagor contained in any of the Loan Documents;
- (f) Any breach (or alleged breach) by Mortgagor of any representation, warranty or covenant made in or pursuant to this Mortgage, the Note, or in connection with any written or oral representation, presentation, report, appraisal or other information given or delivered by Mortgagor or its affiliates to Mortgagee;
- (g) any failure (or alleged failure) by Mortgagor or Mortgagee to comply with applicable federal and state laws and regulations pertaining to the making of the Loan;
- (h) the Project, or the condition, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation, construction or rehabilitation of, the Project or any part thereof; or
- (i) the use of the proceeds of the Loan,

except in the case of the foregoing indemnification of the Mortgagee or any related Indemnified Party, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Mortgagor, upon written notice from the Indemnified Party (which notice shall be timely given so as not to materially impair the Mortgagor's right to defend), shall assume the investigation and defense thereof, including the employment of counsel reasonably approved by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement, which approval shall not be unreasonably withheld. Each Indemnified Party shall have the right to employ separate

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counsel in any such action or proceeding and to participate in the investigation and defense thereof. The Mortgagor shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Mortgagor if and only if in such Indemnified Party's good faith judgment (based on the advice of counsel) a conflict of interest exists or could arise by reason of common representation. The provisions of this Section shall survive the termination of this Mortgage.

*(Signature page follows)*

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the MORTGAGOR has caused these presents to be signed by it on the day and year first written.

**OGDEN NORTH, LLC,**  
an Illinois limited liability company

By: Ogden North Manager, LLC,  
an Illinois limited liability company,  
its manager

By: Brinshore Holding, LLC,  
an Illinois limited liability company,  
its manager

By: Brinshore Development, L.L.C.,  
an Illinois limited liability company,  
its sole member

By: RJS Real Estate Services, Inc.,  
an Illinois corporation, a member

By:   
Richard Sciorino, President

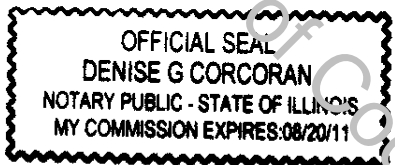
By: Michaels Chicago Holding Company, LLC,  
an Illinois limited liability company, its manager

By:   
John O'Donnell, Vice President

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Richard J. Sciortino, 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 free and voluntary act in his capacity as President of RJS Real Estate Services, Inc., as member of Brinshore Development, LLC, the sole member of Brinshore Holding, LLC, a managing member of Ogden North Manager, LLC, the managing member of Ogden North, LLC and as the free and voluntary act of said company for the purposes therein set forth. Given under my hand and official seal, this 15<sup>th</sup> day of SEPTEMBER, 2010.



Denise B. Corcoran  
Notary Public

STATE OF NEW JERSEY     )  
  ) SS  
COUNTY OF Burlington     )

I the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John O'Donnell, 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 free and voluntary act in his capacity as Vice President of Michaels Chicago Holding Company, a managing member of Ogden North Manager, LLC, the managing member of Ogden North, LLC and as the free and voluntary act of said company for the purposes therein set forth. Given under my hand and official seal, this 15<sup>th</sup> day of September, 2010.

Catherine A. Freas  
Notary Public

**CATHERINE A. FREAS**  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES 6/30/2015

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## EXHIBIT A Legal Description

[Redacted content]

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## LEGAL DESCRIPTION

### PARCEL 1 OF 19

LOTS 1 AND 2 IN D.D. HEALY'S SUBDIVISION OF LOTS 4 AND 5 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1886, AS DOCUMENT NUMBER 732002, IN COOK COUNTY, ILLINOIS.

### PARCEL 2 OF 19

LOTS 17 AND 18 IN JOHN OLIVER'S SUBDIVISION OF LOTS 18, 19, 22 AND 23 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1885, AS DOCUMENT NUMBER 646119, IN COOK COUNTY, ILLINOIS.

### PARCEL 3 OF 19

LOT 15 IN JOHN OLIVER'S SUBDIVISION OF LOTS 18, 19, 22 AND 23 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1885, AS DOCUMENT NUMBER 646119, IN COOK COUNTY, ILLINOIS.

### PARCEL 4 OF 19

LOT 12 IN MCKELLAR'S SUBDIVISION OF LOTS 12, 13, 16 AND 17 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1874 AS DOCUMENT NUMBER 170600, IN COOK COUNTY, ILLINOIS.

### PARCEL 5 OF 19

LOTS 6 IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1869, AND LOT 7 IN THE SUBDIVISION OF LOT 24, BLOCK 2 OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884, AS DOCUMENT NUMBER 578791, IN COOK COUNTY, ILLINOIS.

### PARCEL 6 OF 19

THAT PART OF LOT 5 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF

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SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791, AND LOT 19 IN LUNNEY'S SUBDIVISION OF A 100 FOOT STRIP OF LAND THROUGH THE WEST HALF OF SAID NORTHEAST QUARTER ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1882 AS DOCUMENT NUMBER 430507, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 18 IN SAID LUNNEY'S SUBDIVISION; THENCE NORTH 0 DEGREES 01 MINUTES 29 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 18 AND 19, A DISTANCE OF 50.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 01 MINUTES 29 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 19 AND 5, A DISTANCE OF 43.33 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES 38 MINUTES 52 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 124.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 0 DEGREES 01 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 5 AND 19, A DISTANCE OF 42.61 FEET, TO A POINT 50.40 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 18; THENCE NORTH 89 DEGREES 58 MINUTES 48 SECONDS WEST 124.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 7 OF 19

THAT PART OF LOTS 18 AND 19 IN LUNNEY'S SUBDIVISION OF A 100 FOOT STRIP OF LAND THROUGH THE WEST HALF OF SAID NORTHEAST QUARTER ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1882 AS DOCUMENT NUMBER 430507, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18, THENCE NORTH 0 DEGREES 01 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID LOTS 18 AND 19, A DISTANCE OF 50.47 FEET, TO A POINT 43.33 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 5 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791; THENCE SOUTH 89 DEGREES 58 MINUTES 48 SECONDS EAST 124.91 FEET TO A POINT ON THE EAST LINE OF SAID LOT 19, SAID POINT BEING 42.61 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 0 DEGREES 01 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF SAID LOTS 18 AND 19, A DISTANCE OF 50.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 124.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 8 OF 19

LOTS 51 IN THE SUBDIVISION OF LOTS 1 TO 5 AND LOT 7 OF BLOCK 4, AND LOTS 1 TO 6 AND 11 TO 14 OF BLOCK 3 AND LOTS 3, 4 AND 5 OF BLOCK 5, OF COOK AND ANDERSON'S

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SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1882, AS DOCUMENT NUMBER 385416, IN COOK COUNTY, ILLINOIS.

## PARCEL 9 OF 19

LOTS 3 AND 4 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791, IN COOK COUNTY, ILLINOIS.

## PARCEL 10 OF 19

THAT PART OF LOT 5, IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1869 (ANTIFIRE), AND LOT 1 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 5, THAT IS 106.38 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 1 IN SAID REIES' SUBDIVISION; THENCE SOUTH 0 DEGREES 0 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 5 AND 1, A DISTANCE OF 50.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 39 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 124.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES 01 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 1, A DISTANCE OF 50.02 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5, THAT IS 107.04 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST 124.90 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS.

## PARCEL 11 OF 19

THAT PART OF LOTS 3, 4 AND 5, IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1869 (ANTIFIRE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 3, THAT IS 56.05 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 1 IN SAID REIES' SUBDIVISION; THENCE SOUTH 0

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DEGREES 0 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 3, 4 AND 5, A DISTANCE OF 50.33 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST 124.90 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTH 0 DEGREES 01 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 3, 4 AND 5, A DISTANCE OF 50.33 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, THAT IS 56.69 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 124.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 12 OF 19

THAT PART OF THE SOUTH 19.00 FEET OF LOT 1, AND LOTS 2 AND 3, IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 19.00 FEET OF SAID LOT 1; THENCE SOUTH 0 DEGREES 0 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 50.03 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 124.90 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 0 DEGREES 1 MINUTE 10 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 50.68 FEET TO THE NORTH LINE OF THE SOUTH 19.00 FEET OF SAID LOT 1; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 19.00 FEET OF SAID LOT 1, A DISTANCE OF 124.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 13 OF 19

LOTS 1, 2, 3, 4, 5 AND 6 IN MCKELLAR'S SUBDIVISION OF LOTS 12, 13, 16 AND 17 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1874 AS DOCUMENT NUMBER 170600, IN COOK COUNTY, ILLINOIS.

## PARCEL 14 OF 19

THE SOUTH 23.50 FEET OF LOT 8 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1888 AS DOCUMENT NUMBER 922839, IN COOK COUNTY, ILLINOIS; ALSO THAT PART OF THE EAST 6 FEET OF LOT 6 IN D.D. HEALY'S RESUBDIVISION OF LOTS 1 TO 5 IN D.D. HEALY'S SUBDIVISION OF THE SOUTH PART OF LOT 3 OF BLOCK 2 OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN THE NORTH AND SOUTH LINES, EXTENDED WEST OF THE SOUTH 23.5 FEET OF

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LOT 8 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

## PARCEL 15 OF 19

LOTS 6 AND 7 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1888 AS DOCUMENT NUMBER 922839, IN COOK COUNTY, ILLINOIS; ALSO THAT PART OF THE EAST 6 FEET OF LOT 6 IN D.D. HEALY'S RESUBDIVISION OF LOTS 1 TO 5 IN D.D. HEALY'S SUBDIVISION OF THE SOUTH PART OF LOT 3 OF BLOCK 2 OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN THE NORTH AND SOUTH LINES, EXTENDED WEST, OF EACH OF LOTS 6 AND 7 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

## PARCEL 16 OF 19

LOT 12, IN THE SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 1 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1887 AS DOCUMENT NUMBER 842565, IN COOK COUNTY, ILLINOIS.

## PARCEL 17 OF 19

LOT 14, 15, 16 AND 17, IN THE SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 1 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1887 AS DOCUMENT NUMBER 842565, IN COOK COUNTY, ILLINOIS.

## PARCEL 18 OF 19

LOT 20, IN THE SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 1 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1887 AS DOCUMENT NUMBER 842565, IN COOK COUNTY, ILLINOIS.

## PARCEL 19 OF 19

SUB-PARCEL 19(A): LEASEHOLD ESTATE CREATED BY GROUND LEASE DATED AS OF SEPTEMBER 1, 2010 BETWEEN THE CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, LANDLORD, AND SINAI COMMUNITY INSTITUTE, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, TENANT, RECORDED CONTEMPORANEOUSLY HEREWITH, AND AMENDED AND ASSIGNED TO OGDEN NORTH, LLC, AN ILLINOIS

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LIMITED LIABILITY COMPANY, BY ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE BY AND AMONG SINAI COMMUNITY INSTITUTE, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, OGDEN NORTH, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND THE CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, DATED AS OF SEPTEMBER 1, 2010 AND RECORDED CONTEMPORANEOUSLY HEREWITH, DEMISING AND LEASING FOR A TERM OF 99 YEARS EXPIRING ON AUGUST 31, 2109, THE FOLLOWING DESCRIBED PREMISES, TO WIT:

LOT 1 IN OGDEN NORTH RESUBDIVISION OF PART OF POPE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2010 AS DOCUMENT NUMBER 1021510025, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, THEREON.

SUB-PARCEL 19(B): FEE SIMPLE TITLE TO ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, ON THE LEASEHOLD ESTATE HEREIN/ABOVE DESCRIBED AS SUB-PARCEL 19(A).

## HAVING THE FOLLOWING ADDRESSES, ALL IN CHICAGO, ILLINOIS:

2719 W. Roosevelt Rd.	1312 S. Washtenaw Ave.	2652 W. 12th Place
1254 S. Fairfield Ave.	1306 S. Washtenaw Ave.	2642 W. 12th Place
1256 S. Fairfield Ave.	1302 S. Washtenaw Ave.	2644 W. 12th Place
1260 S. Fairfield Ave.	1304 S. Washtenaw Ave.	1220 S. Talman Ave.
1255 S. Fairfield Ave.	1262 S. Washtenaw Ave.	2632 W. 12th Place
1303 S. Fairfield Ave.	1300 S. Washtenaw Ave.	2639 W. 12th Place
1307 S. Fairfield Ave.	1256 S. Washtenaw Ave.	2645 W. 12th Place
1305 S. Fairfield Ave.	1260 S. Washtenaw Ave.	2651 W. 12th Place
1313 S. Fairfield Ave.	1258 S. Washtenaw Ave.	1235 S. Washtenaw Ave.
1315 S. Fairfield Ave.	2707 W. 12th Place	1245 S. Washtenaw Ave.
1317 S. Fairfield Ave.	1236 S. Washtenaw Ave.	2652 W. 13th Street
1319 S. Fairfield Ave.	1240 S. Washtenaw Ave.	2646 W. 13th Street
1345 S. Fairfield Ave.	1224 S. Washtenaw Ave.	2640 W. 13th Street
1310 S. Washtenaw Ave.	1218 S. Washtenaw Ave.	
1314 S. Washtenaw Ave.	1220 S. Washtenaw Ave.	

## AFFECTING PINS:

16-24-201-002 & -003	16-24-207-031	16-24-201-012
16-24-206-048 & -049	16-24-207-056 & 057	16-24-201-015
16-24-206-051	16-24-207-053 & 054	16-24-201-014
16-24-207-010	16-24-207-052	16-24-202-009
16-24-207-015	16-24-207-076	16-24-202-011 to - 014
16-24-207-016	16-24-207-041 to 046	16-24-202-017
16-24-207-018 to -022	16-24-201-017	16-24-208-074

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## EXHIBIT B Insurance Requirements

[Mortgagor shall procure and maintain, directly or through its general contractor ("General Contractor") at all times the types of insurance specified below in order to protect the Mortgagee, its directors, officers, agents and employees, (collectively, "Sinai") from the acts, omissions and negligence of the Developer, Mortgagee, General Contractor, each of their officers, officials, subcontractors, joint venture partners, agents or employees with regard to the Project. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A" except where noted. The insurance provided shall cover all construction and operation of the Project, whether performed by the Developer, Mortgagee, General Contractor or by any subcontractor. The term "Developer" shall mean any affiliate of the Mortgagor which undertakes any action in connection with the Project.

### A. Required Insurance Coverages for Developer and/or Mortgagor:

1. **Builder's Risk.** The Developer and/or Mortgagor shall provide directly, on behalf of the Contractor and Subcontractors, for the Project and All Risk Builder's Risk Insurance policy in form reasonably acceptable to Sinai covering new construction, improvements, betterments, and/or repairs, at 100% replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. Sinai shall be named as loss payee.
2. **General Liability Insurance.** General Liability Insurance provided shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with a aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising and will also cover injury to Developer's and/or Mortgagor and General Contractor's respective officers, employees, agents, subcontractors, invitees and guests and their personal property. Sinai is to be endorsed as additional insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to Sinai.
3. **Excess Liability\***. The Developer and/or Mortgagor shall secure Excess Liability insurance in the amount of not less than Ten Million Dollars (\$10,000,000). This coverage will be excess of the General Liability, Auto Liability and Employer's Liability coverage. The Developer's and/or Mortgagor's coverage will follow-form for all primary, liability and employers' liability coverages.
4. **Automobile Liability Insurance.** When any motor vehicle (owned, non-owned and/or hired) is used in connection with the construction to be performed for such Project, Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage shall be provided. Sinai is to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to Sinai.
5. **Workers Compensation and Occupational Disease Insurance.** Workers Compensation and Occupational Disease Insurance shall be in accordance with the laws of the State of

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Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.

6. **Professional Liability (Errors & Omissions)**. The Developer and/or Mortgagor shall require any architects and engineers of record, construction manager, property manager, security companies and/or professional consultants who perform work in connection with the Project to provide Professional Liability Insurance. Such insurance covering acts, errors or omissions shall be maintained with limits of not less than Five Million (\$5,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Agreement. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

**B. Required Insurance Coverage for General Contractor:**

1. **General Liability Insurance**. Liability Insurance provided shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Per Project aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). Included without limitation, the following coverages Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions; Independent Contractors' Protective Liability; Broad Form Contractual Liability; Broad Form Contractual Liability, specifically referring to the indemnity obligations under and pursuant to this Agreement, subject to the standard obligations under and pursuant to this Agreement, subject to the standard industry terms, conditions and exclusions of the policy; Broad Form Property Damage, including Products/Completed Operations; Personal Injury Liability, with employee and contractual exclusions deleted. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury. Sinai and Developer and/or Mortgagor ("Additional Insureds"), are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Additional Insureds.

**Products-Completed Operations**. General Contractor and subcontractors shall procure and maintain (and require subcontractor's subcontractors of any tier to procure and maintain) until expiration of the Project's warranty period and, with regard to Products/Completed Operations coverages for two (2) years after final completion of the Project.

It is further agreed that the coverage afforded to the Additional Insureds shall exclude indemnification of the architect for claims arising out of (1) the preparation of approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications, or (2) the giving of or the failure to give directions or instructions by the architects, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

2. **Excess Liability\***. The General Contractor shall secure Excess Liability insurance in the amount of not less than Ten Million Dollars (\$10,000,000) Per Occurrence. This coverage will be excess of the General Liability, Auto Liability and Employers Liability coverages. The General Contractor's insurance coverage will be excess of all subcontractors with which it contracts to provide services for this development. Sinai and the Developer and/or



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Mortgagor are to be endorsed as additional insureds on the General Contractor's Excess Liability policy. Subcontractor's excess limits will be determined by the General Contractor as they deem appropriate.

3. **Automobile Liability Insurance.** When any motor vehicle (owned, non-owned and/or hired) is used in connection with the construction to be performed for the Project, Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage shall be provided. Sinai, Developer and/or Mortgagor, are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other available insurance available to the Additional Insureds.
4. **Workers Compensation and Occupational Disease Insurance.** Workers Compensation and Occupational Disease Insurance shall be in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
5. **Lead/Asbestos Abatement Liability.** When any lead and/or asbestos abatement liability work is performed in connection with the contract, Lead/Asbestos Abatement Liability Insurance shall be provided with limits of not less than Five Million Dollars (\$5,000,000) per occurrence insuring bodily injury, property damage and environmental clean-up. Sinai, Developer and/or Mortgagor, are to be endorsed as additional insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to Sinai. When claims made policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Agreement. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
6. **Contractor's Pollution Liability.** The General Contractor shall require a separate Contractor's Pollution Liability insurance policy, covering any bodily injury, liability; and property damage liability, arising out of pollutants including hazardous materials such as asbestos, lead, etc. or contaminated soil, including while in transit to a permanent disposal facility which may arise from activities under or incidental to the contract, whether such activities be by the General Contractor or by any of his subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Three Million Dollars (\$3,000,000) per occurrence. Sinai is to be endorsed as an additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to Sinai.
7. **Railroad Protective Liability Insurance.** When, in connection with a Project, any work is to be done adjacent to or on property owned by a railroad or public transit entity, the General Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations that contractor or any subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limits, and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

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- C. **Evidence of Insurance.** Within five days of initial construction closing disbursement and prior to the commencement of construction activities, the Developer and/or Mortgagor directly or through the General Contractor shall furnish Sinai, for record keeping purposes only, with satisfactory evidence that the Developer and/or Mortgagor, General Contractor and subcontractors have the insurance coverages set forth above. The Developer, Mortgagor, and/or General Contractor shall be required to ensure that all subcontractors comply with Sinai's minimum coverage requirements. It is the responsibility of the Developer, Mortgagor and/or General Contractor to secure and maintain proof of coverage for all entities that it contracts with that provide services to this Project. At closing, final draft certificates of insurance records previously approved by Sinai must be delivered. Post closing, certificates must be made available for review by Sinai within twenty-four (24) hours of being requested. Said coverages shall not be modified, canceled, non-renewed, or permitted to lapse until final completion and approval of the performance of the General Contractor's contract and the policies shall contain a provision that the coverages will not be modified, canceled, non-renewed or permitted to lapse until not less than 30 days after Sinai has received written notice, by certified or registered mail, that the modification, cancellation, non-renewal or lapse of such coverages is contemplated.
- ALL REQUIRED DOCUMENTATION MUST BE RECEIVED FOR APPROVAL PRIOR TO DEVELOPER AND/OR MORTGAGOR COMMENCING WORK UNDER THE LOAN.**
- D. Developer and/or Mortgagor shall advise, and cause each General Contractor for the Project to advise, all insurers of the contract provisions regarding insurance. The failure of the Developer, Mortgagor, or any General Contractor to notify insurers of the contract provisions shall not relieve Developer and/or Mortgagor from its insurance obligations under this contract or any Sinai Closing Document and such insurance obligations shall survive the term of this Mortgage. Nonfulfillment of the insurance provisions stated herein shall survive this Mortgage, and shall constitute a default under the other Sinai Closing Documents and may be a breach of the General Contractor's contract. Sinai retains the right to stop work until proper evidence of insurance is provided.
- E. Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by Sinai prior to expiration of insurance coverage. At Sinai's option, non-compliance may result in one or more of the following actions, in addition to any rights or remedies in the Closing Documents: (1) Sinai will purchase insurance on behalf of Developer and/or Mortgagor and will charge back all costs to Developer and/or Owner Entity; (2) Developer or Mortgagor shall cause the General Contractor and any subcontractors to be immediately removed from the property; (3) an Event of Default may be declared under this Mortgage; or (4) all payments due Developer and/or Mortgagor and General Contractor will be held until Developer and/or Mortgagor has complied with the contract. The receipt of any certificate by Sinai does not constitute agreement by Sinai that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of this Mortgage. Developer, Mortgagor, and/or General Contractor shall be required to ensure that all subcontractors comply with Sinai's minimum coverage requirements. It is the responsibility of the Developer, Mortgagor, and/or General Contractor to secure and maintain proof of coverage for all entities that it contracts with that provides services to this Project. Proof of insurance records must be available for review by Sinai within twenty-four (24) hours of being requested.
- F. If any of the required insurance is underwritten on a claims made basis, the retroactive date shall

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be prior to or coincident with the date of the General Contractor's contract, and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. A Claims-Made policy which is not renewed or replaced must have an extended reporting period (tail coverage) of two (2) years. Any extended reporting period premium (tail coverage) shall be paid by Developer and/or Mortgagor, directly or through the General Contractor for the Project. It is further agreed that all insurance policies required hereunder shall provide Sinai with not less than a thirty (30) days notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non renewal.

- G. Developer and/or Mortgagor shall provide to Sinai, prior to commencement of construction and upon each renewal or replacement of a builder risk policy required hereunder, and in any event not less than annually, a certified copy of the insurance policies required hereunder and all endorsements.
- H. Developer and/or Mortgagor shall require, directly or through the General Contractor for the Project, that all subcontractors performing work for the Project carry insurance required herein or the Developer, Mortgagor or General Contractor may provide the coverages for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "B" above. Evidence of such coverage must be submitted to Sinai for record keeping purposes only.

### III. OPERATIONS PERIOD INSURANCE REQUIREMENTS

The Mortgagor must procure and maintain at all times during the operation of the Project the types of insurance specified below in order to protect Sinai from the acts, omissions and negligence of the selected respondent, its officers, officials, subcontractors, joint venture, partners, agents or employees. The insurance carriers used by the Mortgagor must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A". The insurance provided shall cover all operations for the Project, whether performed by the Mortgagor or by its subcontractors.

#### A. Required Insurance Coverages:

1. **All-Risk Property Damage:** The Mortgagor shall obtain an all-risk property policy in the amount of the full replacement value, including improvements and betterments, covering damage to or loss of the Premises. The insurance shall include the following extensions: business interruption/loss of rents, and boiler and machinery, if applicable. The policy shall list Sinai as loss payee.
2. **General Liability Insurance.** General Liability Insurance provided shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Per Project aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to the Mortgagor's officers, employees, agents, subcontractors, invitees and guests and their personal property. Sinai is to be endorsed as an additional insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to Sinai.
3. **Automobile Liability Insurance.** When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Mortgagor shall

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provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. Sinai shall be endorsed as additional insured on the Mortgagor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to Sinai.

4. **Workers Compensation and Occupational Disease Insurance.** Workers Compensation and Occupational Disease Insurance shall be in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
5. **Blanket Crime.** The Mortgagor shall provide Blanket Crime coverage in a form reasonably acceptable to Sinai, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected, received and/or in the Mortgagor's care at any given time, but shall in no event be less than the aggregate amount of two months operating subsidy.
6. **Professional Liability.** When any architects (of record), engineers (of record), construction managers, property managers or other professional consultants perform work in connection with this contract, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. Coverage extensions shall include Blanket Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of operations at the Project. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

## B. **Related Requirements**

1. The Mortgagor shall advise all insurers of these provisions regarding insurance. The failure of the Mortgagor to notify insurers of these provisions shall not relieve the Mortgagor from its insurance obligations herein. Nonfulfillment of the insurance provisions shall constitute a default under the Mortgage. Sinai retains the right to stop work until proper evidence of insurance is provided.
2. The Mortgagor shall furnish Sinai original Certificates of Insurance evidencing the required coverages to be in force on the date of this Mortgage. In addition, copies of the endorsement(s) adding Sinai to the policies as additional insured are required.
3. Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by Sinai prior to expiration of insurance coverage. At Sinai's option, non-compliance may result in one or more of the following actions: (1) Sinai will purchase insurance on behalf of the Mortgagor and will charge back all costs to the Mortgagor; (2) an Event of Default may be declared under this Mortgage; (3) all payments due the Mortgagor will be held until the Mortgagor has complied with this Mortgage; or (4) the Mortgagor will be assessed Five Hundred Dollars (\$500) for every day of non-compliance. The receipt of any certificate does not constitute agreement by Sinai that the insurance requirements in this Mortgage have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of this Mortgage. The insurance

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policies shall provide for thirty (30) days written notice to be given to Sinai in the event coverage is substantially changed, canceled or non-renewed.

4. If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Mortgage and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Mortgagor shall maintain coverage for the duration of this Mortgage. A Claims-Made policy which is not renewed or replaced must have an extended reporting period (tail coverage) of two (2) years. Any extended reporting period premium (tail coverage) shall be paid by the Mortgagor. The Mortgagor shall provide to Sinai, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Mortgagor shall provide Sinai a thirty (30) days notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non renewal.
5. The Mortgagor shall require all subcontractors to carry the insurance required herein or the Mortgagor may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "A" above.

\* Excess Liability can be satisfied by \$10,000,000 each of Developer and General Contractor, \$20,000,000 in Excess Liability coverage by either the Developer or General Contractor or any combination equal to \$20,000,000 in total Excess Liability coverage.]