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Prepared By:
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350 North LaSalle Street, Suite 900
Chicago, Illinois 60654

Mail to:

Harris N.A.
111 W. Monroe Street
Chicago, Illinois 60603



Doc#: 1027435087 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/01/2010 12:16 PM Pg: 1 of 20

FIRST AMERICAN TITLE

ORDER # 1986328

AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF LEASES, RENTS AND PROFITS (this "Mortgage"), made as of this 31th day of August, 2010, between HARRIS N.A., whose mailing address is 111 W. Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as the "Mortgagee"), and JUST SHORT, INC., an Illinois corporation (hereinafter referred to as the "Mortgagor"), whose address is 15701 Heatherglen Dr., Orland Park, IL 60462.

See Exhibit A attached hereto

WITNESSETH:

WHEREAS, the Mortgagee made loans (together, the "Loan") to Mortgagor as evidenced by a Non-Revolving Line of Credit Note I dated October 19, 2009 in the principal sum of \$1,305,000.00 executed by Mortgagor in favor of Mortgagee and a Non-Revolving Line of Credit Note II dated October 19, 2009 in the principal sum of \$405,000.00 executed by Mortgagor in favor of Mortgagee, as each may amended, restated, or otherwise modified from time to time (as amended, modified or replaced, together, the "Prior Notes"), and each delivered to the Mortgagee. The Prior Notes are being replaced by Mortgagor as evidenced by a Second Amended and Restated Term Note I of even date herewith in the principal sum of \$775,000.00 executed by Mortgagor in favor of Mortgagee and an Amended and Restated Term Note II of even date herewith in the principal sum of \$225,000.00 executed by Mortgagor in favor of Mortgagee (as each may amended, restated, or otherwise modified or replaced from time to time, together, the "Note"), and each delivered to the Mortgagee. Reference to said Note is hereby made to the same extent as if it is set forth in full herein. Wherever the term Loan Documents is

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Y/N
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S/P/S
Y

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used herein, it shall have the meaning of Loan Documents as set forth in the Loan Agreement (as defined in the Note).

NOW, THEREFORE, to secure the payment, performance and observance by the Mortgagor of all of the covenants and conditions in the Note and Loan Documents and any extensions or renewals thereof, as they may be modified, amended or supplemented at any time and from time to time, and in this Mortgage, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, the Mortgagor does hereby execute and deliver this Mortgage, and hereby grants, bargains, sells, mortgages and warrants, encumbers, releases, conveys, assigns, transfers, hypothecates, pledges, sets over, and grants a security interest unto the Mortgagee, its successors and assigns forever, all of the estate, title and interest of the Mortgagor in and to the following:

1. The Mortgagor's interest in the Ground Lease (as heretofore, now and hereafter amended, modified or replaced, including that certain First Amendment of Lease dated February 23, 2009 whereby Mortgagor replaced Black Cat Custard, LLC as tenant, the "Ground Lease") dated September 10, 2008 of the real estate described in Exhibit "A" attached hereto;

2. All buildings, structures, improvements, privileges and appurtenances belonging to Mortgagor now existing or hereafter constructed thereon;

3. All easements, rights, rights of way streets, ways, alleys, sewer lines, water lines and all estates, rights, titles, interests, privileges, hereditaments, access rights and appurtenances whatsoever in any way relating to or appertaining to Mortgagor's permitted use of the property described in Exhibit "A" hereto, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion or reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor, in and to the same including specifically and without limitation Mortgagor's rights as lessee under the Ground Lease;

(Hereinafter the properties contained in Paragraphs 1 through 3 shall collectively be referred to as the "**Mortgaged Premises**");

4. All furniture, fixtures, appliances, machinery, equipment and all personal property and any replacements and proceeds and substitutions thereof, owned by Mortgagor or hereafter acquired, including without limitation all lighting, heating, cooking, ventilating, air conditioning, incinerating, sprinkling and plumbing systems and all pipes, wires, attached fixtures and apparatus forming a part of or used in connection with the Mortgaged Premises, and all cooking appliances, cabinets, windows, doors and all wall to wall carpeting located thereon;

5. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets;

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6. All goods, inventory, contract rights, cash, deposit accounts, proceeds, profits, income, rent, accounts, accounts receivable, fundraising pledges and accounts receivable, general intangibles, lease agreements, lease payments, documents, instruments, letter of credit rights, insurance proceeds, deposit and other accounts, logos, trademarks, and all trade name agreements, and all replacements and proceeds relating thereto now owned or hereafter acquired by Mortgagor.

(Hereinafter the items set forth in Paragraphs 4, 5 and 6 shall collectively be referred to as the "Collateral".)

TO HAVE AND TO HOLD the Mortgaged Premises and Collateral, and all other properties hereinabove granted to the Mortgagee, its successors and assigns, to its own proper use and benefit forever, subject however to the terms and conditions herein.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Mortgagor shall pay or cause to be paid to the Mortgagee the principal, interest and other charges provided in the Note and this Mortgage and the other Loan Documents (the "Secured Indebtedness"), at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall keep, perform and observe all the covenants and promises in the Note and in this Mortgage expressed and the other Loan Documents to be kept, performed and observed, then the Mortgaged Premises and the Collateral hereby granted, bargained, sold, remised, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, shall cease, determine and be void but shall otherwise remain in full force and effect.

AND, It is expressly understood and agreed that the Secured Indebtedness will in no event exceed two hundred percent (200%) of (i) \$1,000,000.00 plus (ii) the total interest which may hereafter accrue under the Loan Documents on such amount plus (iii) any fees, costs or expenses which may be payable hereunder or under related documents.

AND the Mortgagor covenants and agrees with the Mortgagee that:

ARTICLE I PARTICULAR COVENANTS OF THE MORTGAGOR

1.1 Performance of Note and Mortgage and the other Loan Documents. The Mortgagor will perform, observe and comply with all provisions of the Note and this Mortgage and the other Loan Documents secured hereby and will duly and timely pay, without relief from any valuation or appraisal law, to the Mortgagee the sum of money expressed in the Note with interest thereon and all other sums required to be paid by the Mortgagor pursuant to the provisions of the Note and this Mortgage and the other Loan Documents, all without any deductions or credit for taxes or other similar charges paid by the Mortgagor.

1.2 Warranties and Representations. Mortgagor hereby covenants with and represents and warrants to Mortgagee that Mortgagor is indefeasibly seized of a leasehold interest

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in the Mortgaged Premises under and subject to the Ground Lease; that the Mortgagor has full power and lawful right to convey the same as aforesaid; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Mortgaged Premises and every part thereof; that said Mortgagor will make such further assurances to perfect the Mortgagee's mortgage interest in the Mortgaged Premises and Mortgagee, as may be reasonably required; that the Mortgaged Premises is not subject to any liens in favor of any private or governmental entity; and that Mortgagor does hereby fully warrant the title to the Mortgaged Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever, except for those matters set forth on the title commitment previously delivered to Mortgagee and as approved by Mortgagee and listed on Exhibit B hereto ("Permitted Exceptions") and subject to the Ground Lease; and that Mortgagor is a corporation organized and existing and in good standing under the laws of the state of Illinois, and that the exact legal name of Mortgagor is as set forth in the first paragraph of this Mortgage.

1.3 Homestead Rights. Mortgagor hereby represents and warrants to Mortgagee that the Mortgaged Premises is not homestead property. In the event the Mortgaged Premises is homestead property, Mortgagor agrees to have its spouse join in all necessary documents to make the Mortgage effective against and superior to any and all homestead rights.

1.4 Real Estate Taxes, Assessments and Personal Property Taxes.

a. Upon default hereunder, or under the Note or any other Loan Documents, Mortgagor shall upon demand pay to Mortgagee on the day monthly installments of interest or monthly installments of principal and interest are payable under the Note, until the Loan Documents are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly real estate taxes and assessments which may attain priority over this Mortgage, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held by Mortgagee and Mortgagee shall apply the Funds to pay said taxes and assessments as and when they shall be due and payable. No interest shall be paid on the Funds. The Funds are pledged as additional security for the sums secured by this Mortgage. If the amount of the Funds held by Mortgagee shall not be sufficient to pay taxes and assessments as they fall due, Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency within fifteen (15) days from the date notice is mailed by Mortgagee to Mortgagor requesting payment thereof. Upon payment in full of the Note and all of the other Loan Documents, all Funds then held by Mortgagee shall be returned to Mortgagor.

b. Except as provided in (a) above, Mortgagor shall pay when due according to law, all taxes, assessments and other charges which are now due or may hereafter be imposed or assessed against the Mortgaged Premises and the Collateral. Upon reasonable request, Mortgagor will promptly send to the Mortgagee receipts for the payment of all such taxes, assessments and other charges. Upon the failure of the Mortgagor to promptly pay such taxes, assessments and other charges, Mortgagee shall have the option to pay and discharge same without notice to Mortgagor. Any sums so expended by Mortgagee

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shall at once become an indebtedness of the Mortgagor and shall be due and payable by Mortgagor with interest as provided in the Note after default, which sums shall thereupon become secured by this Mortgage.

1.5. Other Taxes, Liens and Utility Charges. The Mortgagor will pay promptly, when and as due, all charges for utilities, whether public or private, and will promptly exhibit to the Mortgagee, upon reasonable request, receipts for the payment of all taxes, assessments, water and sewer charges, dues, fines and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Premises and the Collateral, or any part thereof, or upon the interest of the Mortgagor in the Mortgaged Premises (other than any of the same for which provision has been made in Paragraph 1.4 of this Article I), as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any State, county, municipality or other taxing authority upon the Mortgagor in respect of the Mortgaged Premises and the Collateral or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Premises and the Collateral prior to or equal to the lien of the Mortgage for any amounts secured hereby or which would have priority or equality with the Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Premises and the Collateral or any part thereof.

1.6 Prohibition Against Liens. The Mortgagor will not suffer any construction, laborer's, statutory or other liens, or any mortgage or other lien which might or could be prior to, equal to, or subordinate to the lien of this Mortgage to be created or to remain outstanding upon any of the Mortgaged Premises.

1.7 Insurance. The Mortgagor will, at its expense, keep the Mortgaged Premises and the Collateral owned by it, adequately insured at all times against such risks as are customarily insured against by entities engaged in similar businesses. Without limiting the foregoing, the Mortgagor will

a. keep the Mortgaged Premises and the Collateral fully insured against fire, theft and extended coverage risks (all hazards included within the term "all risks coverage"), and if the Mortgaged Premises are determined to be in a flood plain or flood prone area, flood insurance, in an amount sufficient to prevent the Mortgagor or Mortgagee from becoming a co-insurer of any partial loss under applicable insurance policies and in any event not less than one hundred percent (100%) of the full replacement value (actual replacement value without deduction for physical depreciation, but exclusive of the cost of excavation, footings, foundation and underground utilities) thereof; provided, however, in no event less than the then outstanding principal amount of the Note;

b. maintain all such workers' compensation or similar insurance as may be required by law,

c. maintain rental interruption insurance coverage equal to or greater than six (6) months of income from the Mortgaged Premises and Collateral;

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d. maintain personal property insurance in an amount as the Mortgagee shall reasonably request; and

e. maintain general public liability insurance in respect of the Mortgaged Premises and the Collateral against claims for personal and bodily injury, death or property damage occurring, in or about the Mortgaged Premises and the Collateral and liability insurance covering the operations of the Mortgagor conducted on or about the Mortgaged Premises and the Collateral in an amount as is reasonably acceptable to Mortgagee.

All policies of insurance shall be placed with insurance companies satisfactory to the Mortgagee and shall have attached thereto the standard form of Mortgagee clause, without contribution, in favor of the Mortgagee and be delivered to and be held by said Mortgagee, which policy shall provide that no cancellation, modification, termination or lapse thereof shall be effective until at least thirty (30) days after receipt by the Mortgagee of written notice thereof. This Mortgage shall operate as an assignment to the Mortgagee of said policies, whether delivered or not. Mortgagor shall provide evidence of fully paid insurance policies at least fifteen (15) days prior to the expiration date of any insurance policy(ies). Upon the failure of the Mortgagor to provide the aforesaid insurance, the Mortgagee shall have the option (but not the duty) to procure and maintain such insurance or a mortgagee interest policy without notice to the Mortgagor. Any sums so expended by the Mortgagee shall at once become indebtedness owing from the Mortgagor to the Mortgagee and shall immediately become due and payable by the Mortgagor with interest thereon, to the extent legally enforceable. If the Mortgagee acquires title to the Mortgaged Premises by foreclosure proceedings or otherwise, any unearned premiums on any hazard insurance covering the Mortgaged Premises are hereby assigned to and shall belong to the Mortgagee. If at any time during the term of this Mortgage, any insurance policies shall be cancelled and returned premiums available, these returned premiums shall be retained by the Mortgagee to the extent required to reimburse the Mortgagee for any sums advanced by the Mortgagee to purchase insurance required by this Section and the balance may be used by Mortgagee to satisfy any other defaults by Mortgagor hereunder. Any rights of the Mortgagee to any insurance proceeds shall in no way be affected or impaired by reason of the fact that the Mortgagee may have instituted foreclosure proceedings hereunder. Upon default hereunder and demand by Mortgagee, Mortgagor shall pay to Mortgagee an amount each month equal to one-twelfth (1/12) of the annual premium due for all such insurance. Such payment shall be added to the Funds (as provided in Paragraph 1.3 hereof) and be applied to pay such insurance premiums when they shall become due and payable.

1.8 Distribution of Insurance Proceeds.

a. **Total Loss.** In the event of any total loss (75% or more), of the full replacement value of the then Mortgaged Premises and Collateral not previously released from this Mortgage, Mortgagor shall give immediate written notice to the Mortgagee, and the Mortgagee may, but is not obligated to, make proof of loss if not made promptly by Mortgagor. Any proceeds received from any policy of insurance shall be due the

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Mortgagee and applied against the outstanding balance of principal, interest and other charges due under the Note, the other Loan Documents and this Mortgage. Should said proceeds exceed the balance due on the Note and the other Loan Documents, any such excess shall be repaid to the Mortgagor. Should said proceeds be less than the balance due on the Note, any deficiency shall be paid by Mortgagor to Mortgagee within sixty (60) days of demand by Mortgagee. Each insurance carrier is hereby authorized and directed to make payment for such loss to the Mortgagor and Mortgagee jointly. Mortgagee's right to payment of insurance proceeds shall exist whether or not any such loss results in any impairment to the security of the Mortgagee.

h. Partial Loss. In the event of any partial loss under any of said policies of insurance covering the Mortgaged Premises and the Collateral where such loss is less than 75% of the full replacement value of the then Mortgaged Premises and Collateral not previously released from this Mortgage, Mortgagor shall give immediate written notice to the Mortgagee, and the Mortgagee may, but is not obligated to, make proof of loss if not made promptly by Mortgagor. Any proceeds received from any policy of insurance shall be paid to Mortgagee and applied against the outstanding balance of principal, interest and other charges due under the Note, the other Loan Documents and this Mortgage, provided, however, if (i) Mortgagor desires to restore the Mortgaged Premises and Collateral to its prior good condition, (ii) Mortgagor is not in default hereunder, (iii) the loan to value ratio of the Mortgaged Premises and Collateral as restored will not be more than 75% (as may be determined by independent appraisal satisfactory to Mortgagee completed at Mortgagor's expense), and (iv) any funds in excess of insurance proceeds necessary to complete the restoration work in accordance with plans and specifications and budgets as approved by the Mortgagee shall have been deposited by Mortgagor with Mortgagee, then the insurance proceeds shall be held by Mortgagee for restoration of the Mortgaged Premises and the Collateral. Mortgagee shall disburse so much of the proceeds to the Mortgagor as restoration progresses, equal to the cost of said restoration, and subject to reasonable conditions, including the right of Mortgagee to withhold up to ten percent (10%) of said amount until completion, and the expiration of the period within which mechanic's and materialmen's liens may be filed or until the receipt of satisfactory evidence that no liens exist. Should the insurance proceeds be less than the sum required to complete said restoration, Mortgagor shall deposit the difference with the Mortgagee, and its failure to do so shall constitute default hereunder. Upon payment of such sum to the Mortgagee, the same shall be held by Mortgagee in a mutually acceptable interest-bearing account until disbursement. Should said proceeds, including the interest payable thereon, exceed the cost of completing said restoration, any balance remaining shall be repaid to the Mortgagor. Mortgagor shall pay to the Mortgagee any reasonable expenses incurred by Mortgagee in making such disbursements and reasonable building inspections. Mortgagor agrees to execute such further assignments of such proceeds and rights of action as Mortgagee may require.

Applicable to Partial and Total Loss. In the event of either a partial or total loss, as described above, all proceeds and rights of action are hereby assigned to Mortgagee. At its option, in its own name, Mortgagee shall be entitled to commence, appear in and prosecute any action or proceedings or to make any compromise or

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settlement in connection with any such loss. The payment to the Mortgagee of such insurance proceeds shall not cure or waive any default or notice of default hereunder. Notwithstanding such total or partial loss, all payments under the Note and the other Loan Documents shall be made without reduction, modification or interruption and all applicable terms and conditions of this Mortgage shall be applicable to Mortgagor without modification or interruption.

1.9 Good Condition and Repair. The Mortgagor shall keep the Mortgaged Premises and the Collateral in good condition and repair and shall comply with all laws, ordinances, and regulations of all public authorities relating to the Mortgaged Premises and the Collateral, comply with all easements, declarations, covenants and any other private agreements imposing duties or obligations on owners or occupants of the Mortgaged Premises, and shall not suffer any waste to be committed thereon nor remove or demolish any building. Mortgagor shall permit Mortgagee to enter upon the Mortgaged Premises and inspect the Mortgaged Premises and Collateral at all reasonable hours and without prior notice. Mortgagor shall comply with the provisions of any lease if this Mortgage is on a leasehold. Mortgagor shall not cause or permit any improvements to be materially altered or changed without the prior written consent of Mortgagee to the proposed action, as well as Mortgagee's prior written consent to the plans and specifications relating thereto. Mortgagor shall not consent to any subdivision of the Mortgaged Premises or any zoning change or variance affecting the Mortgaged Premises without the prior written consent of Mortgagee.

1.10 Condemnation. In the event any of the Mortgaged Premises or the Collateral, or any part thereof, shall be damaged or taken by reason of any public improvement or condemnation proceedings, Mortgagor agrees that such proceeds or awards shall be payable to the Mortgagee to be applied against the outstanding balance of principal, interest and other charges due under the Note, the other Loan Documents and this Mortgage. Should said proceeds exceed the balance due on the Note and the other Loan Documents, any such excess shall be repaid to the Mortgagor. All such proceeds and rights of action are hereby assigned to Mortgagee, and Mortgagee shall be entitled, along with the Mortgagor, to commence, appear in and prosecute any action or proceedings or to make any compromise or settlement in connection with any such taking or damage. Mortgagor agrees to execute such further assignments or any such proceeds and rights of action as Mortgagee may require.

1.11 No Acquisition or Disposition of Personal Property. Mortgagor will not make, suffer or permit, without the prior written consent of the Mortgagee, any sale, purchase, conditional sale, transfer, lease or agreement under which title is reserved in the vendor, of any fixtures, apparatus, machinery, equipment or personal property comprising the Collateral, except in the ordinary course of business and if replaced with like-kind Collateral.

1.12 Protection of Mortgaged Premises and Collateral. Mortgagor will from time to time execute and deliver all such supplements and amendments hereto (including Financing Statements and Continuation Statements) and other instruments, and will take such other action, as Mortgagee reasonably requests and reasonably deems necessary or advisable to (a) grant to Mortgagee all of the Mortgaged Premises and the Collateral, as security; (b) maintain or preserve the lien of the Mortgage or carry out more effectively the purposes hereof; and (c) preserve and

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defend title to the Mortgaged Premises and the Collateral and the rights of Mortgagee therein against the claims of all persons and parties.

1.13 Covenants of the Mortgagor. (I) The Mortgagor covenants and agrees that during the term of this Mortgage, and until all of the principal amount and interest due on the Note, the other Loan Documents and all other amounts due hereunder shall have been duly paid in full, and except as specifically hereinafter provided to the contrary, it will, unless the Mortgagee shall otherwise consent in writing:

a. Transfer and Encumbrance. Mortgagor shall not make, create or suffer to be made or created, any sale, transfer, conveyance, lease or assignment of the Mortgaged Premises, or any interest therein. Any change whatsoever in the legal or beneficial ownership of any Mortgagor which changes the identity of the person or persons or entity having direct or indirect controlling interest in any such Mortgagor shall not be made, created or suffered.

b. State of Organization. Mortgagor shall not voluntarily or involuntarily dissolve, cancel or terminate its legal existence or change the state of its incorporation or organization, as the case may be.

c. Legal Name. Mortgagor shall not change its legal name without providing Mortgagee with not less than sixty (60) days prior written notice.

d. Good Standing. Mortgagor shall remain in good standing under the laws of the state of its incorporation or organization, as the case may be.

(II) Mortgagor further covenants and agrees as follows.

(a) If there shall be filed by or against the lessor under the Ground Lease ("Lessor") a petition under the Bankruptcy Code (11 U.S.C. § 101 et seq.), and Mortgagor, as lessee under the Ground Lease, shall determine to reject the Ground Lease pursuant to the Bankruptcy Code, Mortgagor shall give Mortgagee not less than ten (10) days prior notice of the date on which Mortgagee shall apply to the Bankruptcy Court for authority to reject the Ground Lease. Mortgagee shall have the right, but not the obligation, to serve upon Mortgagor within such ten day period a notice stating that: (i) Mortgagee demands that Mortgagor assume and assign the Ground Lease to Mortgagee pursuant to Section 365 of the Bankruptcy Code; and (ii) Mortgagee covenants to cure or provide adequate assurance of future performance under the Ground Lease. If Mortgagee serves upon Mortgagor the notice described in the preceding sentence, Mortgagor shall not seek the rejection of the Ground Lease and shall comply with the demand provided for in clause (i) within thirty (30) days after the notice shall have been given, subject to the performance by Mortgagee of the covenant provided for in clause (ii); and

(b) Effective upon the entry of an order for relief in respect of Lessor under the Bankruptcy Code, Mortgagor hereby assigns and transfers to Mortgagee a non-

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exclusive right to apply to the Bankruptcy Court for an order extending the period during which the Ground Lease may be rejected or assumed

1.14 ADA. Mortgagor hereby covenants and represents that (a) to the best of its knowledge, it is in compliance with the Americans With Disabilities Act ("ADA") and all rules and regulations pertaining thereto, and (b) Mortgagor shall at all times hereafter continue to comply with all requirements of ADA.

Any breach of these representations and agreements shall constitute an event of default under the loan.

ARTICLE II SECURITY INTEREST IN COLLATERAL

2.1 Security Agreement. The Mortgagor and Mortgagee do hereby agree and declare that this Mortgage shall constitute a security agreement encumbering each and every item of the Collateral in compliance with the provision of the applicable Uniform Commercial Code. The remedies for any violation of the covenants, terms and conditions of the Note, the other Loan Documents and this Mortgage shall be (i) as prescribed in this Mortgage; (ii) as prescribed by general law; or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in the said Uniform Commercial Code, all at Mortgagee's sole election.

2.2 Mortgagor represents, warrants and agrees that the Collateral secured hereby is, or is to be, used by Mortgagor primarily for business purposes and not for personal, family or household purposes.

2.3 Except for the security interest granted herein, Mortgagor is the owner of the Collateral free from any prior liens, security interest or encumbrance and will defend the Collateral against all claims and demands of any and all persons at any time claiming the same or any interest therein.

2.4 No financing statement covering the Collateral is on file at any public office.

2.5 Mortgagor authorizes Mortgagee to file one or more financing statements describing the collateral pursuant to the applicable Uniform Commercial Code, and in the sole discretion of, and at the request of, the Mortgagee, Mortgagor will join with the Mortgagee in executing such financing statements. Mortgagor shall pay the cost of filing in all public offices wherever filing is deemed necessary or appropriate by Mortgagee. A photocopy of this Mortgage may be filed as a financing statement at the election of the Mortgagee.

ARTICLE III EVENTS OF DEFAULT

3.1 Events of Default. The Note shall become due at the option of the Mortgagee upon the occurrence of any of the following events (hereinafter referred to as the "Events of Default"):

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- a. a default under the terms of the Note or the other Loan Documents, after the expiration of any applicable grace periods; or
- b. a default in the payment of any amount due hereunder on its due date or a default under any other covenant, condition or agreement hereunder.

ARTICLE IV REMEDIES

4.1 Rights of Mortgagee after Default. Upon the occurrence of an Event of Default, the Mortgagee shall:

- a. have the option to declare the Note, the other Loan Documents and all sums secured hereby due and payable, and further may proceed immediately to foreclose this Mortgage and exercise the Secured Party's rights under this Mortgage, the Note, the other Loan Documents or any other controlling document;
- b. have all the rights and remedies of a secured party under the Uniform Commercial Code of those states governing disposition of the Collateral in the Event of a Default, including, but not limited to, the right to sell the Collateral at public or private sale, and the right to be a purchaser at any such sale;
- c. demand, elect and receive all the rents and profits as then or may thereafter be due and owing to the Mortgagor in connection with the Mortgaged Premises and the Collateral, giving notice of its intention to collect and receive such rents to such tenants, occupiers or lessees of the Mortgaged Premises, and applying the same upon the amount due upon the Note and the other Loan Documents; and in such event, the Mortgagor shall be deemed to have assigned and transferred such rents and profits to the Mortgagee as additional security for the performance of the covenants of this Mortgage until all indebtedness secured hereby has been fully paid and satisfied;
- d. have all other remedies available at law or in equity; and
- e. Mortgagee shall have the right:
 - i. to enter upon and take possession of the Mortgaged Premises and the Collateral and to operate same for and on behalf of Mortgagor;
 - ii. to collect all of the rent, income, profits or revenues generated therefrom; and
 - iii. to expend such sums of money which it may deem necessary for the maintenance, preservation and operation of the Mortgaged Premises, including expenditures for improvements, alterations and repairs, including those of a capital nature.

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Any sums so expended by Mortgagee shall at once become additional indebtedness owing from Mortgagor to Mortgagee and shall be immediately due and payable by Mortgagor, with interest thereon to the extent legally enforceable at the default rate set forth in the Note, which sum so advanced shall be added to and become a part of the indebtednesses secured by this Mortgage.

4.2 (I) Waiver of Right of Redemption and Right of Reinstatement. Mortgagor acknowledges and represents and warrants that the Mortgaged Premises does not include "agricultural real estate" or "residential real estate" as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219. Pursuant to 735 ILCS 5/15-1601(b), Mortgagor waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, or other rights of redemption which may run to Mortgagor or any other Owner of Redemption, as that term is defined in 735 ILCS 5/15-1212. Mortgagor waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by law.

(II) Advances. (a) This Mortgage shall secure the indebtedness of Mortgagor to Mortgagee that is evidenced, permitted or secured by the Loan Documents, including future advances made by Mortgagee to the Mortgagor. All of such indebtedness, including future advances, shall be a lien from the time that this Mortgage is recorded with the Recorder of the County in which the Mortgaged Premises is located as provided in 735 ILCS 5/15-1302(b)

(b) The maximum amount of indebtedness secured by this Mortgage shall not exceed two (2) times the original principal amount of the Loan.

(c) In addition to the loan advances referred to in subsection (a) above, Mortgagee shall have the right, but not the obligation, to make protective advances with respect to the Mortgaged Premises for the payment of taxes, assessments, insurance premiums, repairs, maintenance and other costs incurred in the protection of the Mortgaged Premises, and such protective advances, together with interest thereon at the Default Rate from the date of each such advance until it is repaid in full, shall be secured by this Mortgage with priority running from the time of the recording of this Mortgage with the Recorder of the County in which the Mortgaged Premises is located pursuant to 735 ILCS 5/15-1302(b)(5).

4.3 Distribution of Sums Received by Mortgagee. Upon enforcement of this Mortgage upon the occurrence of an Event of Default, all sums received from time to time by the Mortgagee shall be applied as follows:

First: To the payment of all reasonable costs and expenses of the Mortgagee (including fees and expenses of its agents and counsel) incurred or accrued in connection with (a) the operation, maintenance or repair of the Mortgaged Premises and the Collateral and any and all businesses operated thereon; (b) any proceedings brought by the Mortgagee; and (c) any sale (public or private) or other disposition of the Mortgaged Premises and the Collateral.

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Second: To the payment of all amounts as provided for in the Note and this Mortgage, and the other Loan Documents, whether for principal, interest or otherwise, in whatever order Mortgagee, exercising its sole discretion, may elect.

Third: To the payment of any surplus to the Mortgagor or any other person legally entitled thereto.

4.4 Rights Cumulative. All rights and remedies from time to time conferred upon or reserved to the Mortgagee are cumulative, and none is intended to be exclusive of any other. No delay or omission in insisting upon the strict observance or performance of any provision of this Mortgage, or to exercise any right or remedy, shall be construed as a waiver or relinquishment of such provision, nor shall it impair such right or remedy. Every right and remedy may be exercised from time to time and as often as deemed expedient.

4.5 Appointment of Receiver. If an Event of Default as described in Paragraph 3.1 hereof shall occur, then with or without the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Mortgagee, the Mortgagee, to the extent permitted by law, and without prior notice to Mortgagor, shall be entitled as a matter of right to the appointment of a receiver or receivers of the Mortgaged Premises and the Collateral, pending such proceedings, with such powers as are conferred upon the Mortgagee herein and as shall be conferred by the court making such appointment; but notwithstanding the appointment of any receiver, trustee, or other custodian, the Mortgagee shall be entitled to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this Mortgage to the Mortgagee.

4.6 Suits to Protect the Mortgaged Premises and the Collateral. The Mortgagee shall have power:

a. To institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Premises by any acts which may be unlawful or a violation of the Mortgage; and

b. To preserve or protect its interest in the Mortgaged Premises and in the income, revenues, rents and profits arising therefrom.

4.7 Mortgagee's Power of Enforcement. If an Event of Default as described in Paragraph 3.1 hereof shall have occurred, the Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to foreclose this Mortgage and to sell, as an entirety or in separate lots, units or parcels, the Mortgaged Premises and the Collateral, under the judgment or decree of a court or courts of competent jurisdiction; and (b) to pursue any other remedy available to it, all as the Mortgagee shall deem most effectual for such purposes. The Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as the Mortgagee may determine.

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4.8 Application of Indebtedness Towards Purchase Price. Upon any foreclosure sale, pursuant to judicial proceedings, the Mortgagee may bid for and purchase the Mortgaged Premises and Collateral, and upon compliance with the terms of sale, may hold, retain, possess and dispose of such property at its own absolute right without further accountability. Any such purchase shall permit the Mortgagee to apply to the purchase price any portion of or all sums due to the Mortgagee under the Note, the other Loan Documents and this Mortgage in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

4.9 No Waiver of One Default to Affect Another, Etc. No waiver of any default hereunder shall extend to or shall affect any subsequent or other then existing default or shall impair any rights, powers or remedies consequent thereon. If the Mortgagee (a) grants forbearance or any extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Note; (d) releases any part of the Mortgaged Premises from the lien of the Mortgage or otherwise changes any of the terms of the Note or Mortgage or any of the other Loan Documents; (e) consents to the filing of any map, plat or replat thereof; (f) consents to the granting of any easement thereon, or (g) makes or consents to any agreement subordinating to the lien or charge hereof, then and in each such case such act or omission shall not release, discharge, modify, change, or affect the original liability under the Note, Mortgage, the other Loan Documents or otherwise of the Mortgagor or any subsequent purchaser of the Mortgaged Premises or any part thereof, or any maker, co-signer, endorser, surety or guarantor, nor shall any such act or omission preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee shall the lien of this Mortgage be altered thereby.

ARTICLE V ASSIGNMENT OF LEASE

Mortgagor agrees that this Mortgage shall also be an assignment of Mortgagor's lessee's interest under the Ground Lease and Mortgagor hereby (but subject to the condition subsequently provided in this Article V) assigns such interest to Mortgagee. Notwithstanding the preceding sentence, (a) this assignment is for collateral purposes and, until the occurrence of an Event of Default the Mortgagee shall take no action with respect to the assignment, and (b) if required by applicable law the Mortgagee shall enforce its rights under this assignment as if the assignment were a mortgage.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the

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Mortgagor or by or on behalf of the Mortgagee shall include their respective successors and assigns, whether so expressed or not.

6.2 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Note or in the other Loan Documents shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and in the other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

6.3 Notices. Notices, statements and other communications to be given under the terms of this Mortgage shall be in writing and delivered by hand against written receipt or sent by certified or registered mail, return receipt requested, postage prepaid and addressed as provided in the first paragraph of this Mortgage, or at such other address as from time to time designated by the party receiving the notice. The date of mailing of such notices shall be deemed the effective date of service.

6.4 Amount Secured. This Mortgage shall secure the payment of any additional amounts advanced, from time to time, by Mortgagee to Mortgagor under the Note or other Loan Documents stating that such advances are secured hereby ("Future Advances"). All interest on the Mortgage and any such Future Advance, unpaid balances of advances made with respect to the Mortgaged Premises for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Mortgaged Premises and other costs which the Mortgagee is authorized by this Mortgage or any other Loan Document to pay on Mortgagor's behalf shall also be secured by this Mortgage.

6.5 Variable Interest Rate. Under the terms and provisions of the Loan Agreement/Note(s) which this Mortgage secures, and under the terms and provisions of any future or further advances secured hereby, the interest rate payable there under may be variable. The purpose of this paragraph is to provide record notice of the right of Mortgagee, its successors and assigns, to increase or decrease the interest rate on any indebtedness secured hereby where the terms and provisions of such indebtedness provide for a variable interest rate.

6.6 Miscellaneous. The Mortgaged Premise is located in the State of Illinois, and this Mortgage and the rights and indebtedness secured hereby shall, without regard to the place of contract or payment, be construed and enforced according to the laws of Illinois. Nothing herein contained nor any transaction related hereto shall be construed or so operate as to require Mortgagor to do any act contrary to law, and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage, in whole or in part, or any of the Mortgagor's obligations hereunder, such clauses and provisions only shall be held void and of no force or effect as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. All of the obligations, rights and covenants herein contained shall run with the land, and shall bind and inure to the benefit of Mortgagor, its successors and permitted assigns, and Mortgagee and any subsequent holder of the Note. Whenever used, the singular number shall include the plural and the plural numbers shall include the singular, and the use of any gender shall include all genders, all as the context may reasonably require.

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If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-101, *et seq.* (the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but the Act shall not invalidate or render unenforceable any other provision of this Mortgage that can be fairly construed in a manner consistent with the Act. Without in any way limiting any of the Mortgagee's rights, remedies, powers and authorities provided in this Mortgage or otherwise, and in addition to all of such rights, remedies, powers and authorities, Mortgagee shall also have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of the Mortgagor which are more limited than what would be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall have such rights, remedies, powers and authorities that would be otherwise vested in it under the Act. Without limitation, all expenses (including reasonable attorneys fees and costs) incurred by Mortgagee to the extent reimbursable under 735 ILCS 5/15-1510 and 5/15-1512, or any other provision of the Act, whether incurred before or after any judgment of foreclosure, shall be added to the indebtedness secured by this Mortgage and included in the judgment of foreclosure.

6.7 UCC Financing Statement/Fixture Filing. This Mortgage is intended to be a UCC Financing Statement/Fixture filing within the purview of section 9-502 of the Uniform Commercial Code with respect to the collateral and the goods described herein, which goods are and may become fixtures relating to the Mortgaged Premises. The addresses of the Mortgagor as debtor and the Mortgagee as secured party are set forth herein. This Mortgage is to be filed for record with the Recorder of Deeds of the county or counties where the Mortgaged Premises are located.

6.8 Waiver of Jury Trial/Venue. Mortgagor and Mortgagee hereby jointly and severally waive any and all right to trial by jury in any action or proceeding relating to this instrument and to any of the loan documents, the obligation hereunder or thereunder, any collateral securing the obligations, or any transaction arising therefrom or connected thereto. Mortgagor and Mortgagee each represents to the other that this waiver is knowingly, willingly and voluntarily given. **FURTHER, MORTGAGOR HEREBY CONSENTS AND SUBJECTS ITSELF TO THE JURISDICTION OF COURTS OF THE STATE OF ILLINOIS AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE VENUE OF SUCH COURTS IN THE COUNTY IN WHICH THE MORTGAGED PREMISES IS LOCATED.**

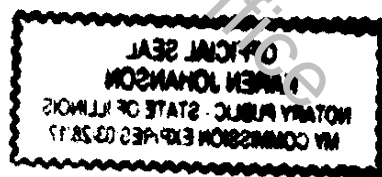
This Mortgage is an amendment and restatement of and is given in replacement, renewal and/or extension of, but not extinguishing the obligations, liens and priority evidenced and granted by, that certain Mortgage, Security Agreement and Assignment of Leases, Rents and Profits dated October 19, 2009 executed by executed by the Mortgagor in favor of Mortgagee and recorded with the Recorder of Cook County, IL ("Recorder") on December 21, 2009 as Document No. 0935544004 and that certain Junior Mortgage, Security Agreement and Assignment of Leases, Rents and Profits dated October 19, 2009 executed by executed by the Mortgagor in favor of Mortgagee and recorded with the Recorder on December 21, 2009 as

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Document No. 0935544005 (as amended or modified, the "Prior Mortgages"), and is not a novation thereof. All collateral securing the Prior Notes continues to secure the payment of the Note and the other liabilities of Mortgagor to Mortgagee related thereto.

[Next page is signature page]

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IN WITNESS WHEREOF, Mortgagor has hereunto set his hand as of the day and year first above written.

MORTGAGOR:

JUST SHORT, INC., an Illinois corporation

By: [Signature]
Name: Christina Obrecht
Title: President

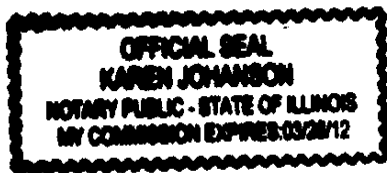
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CORPORATE ACKNOWLEDGEMENT

STATE OF IL)
) ss.
COUNTY OF COOK)

On this 31st day of August, 2010, before me, the subscriber, a Notary Public in and for said County and State, personally came Christina Obrecht the President of **JUST SHORT, INC.** an Illinois corporation, which executed the foregoing instrument, who acknowledged that he did sign said instrument on behalf of said company; that said instrument was signed as his free act and deed individually, and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.



[Signature: Karen Johanson]
Notary Public
My Commission Expires: 3/28/12

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EXHIBIT A

Legal Description

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF PARK HILL DRIVE AS DEDICATED BY PARK HILL SUBDIVISION UNIT NO. 1-A AND A LINE 57.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE NORTH $89^{\circ}48'14''$ WEST, ALONG SAID LINE 57.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ A DISTANCE OF 324.00 FEET TO THE POINT OF BEGINNING; CONTINUING NORTH $89^{\circ}48'14''$ WEST, ALONG THE LAST DESCRIBED LINE, 151.65 FEET; THENCE NORTH $00^{\circ}11'46''$ EAST 100.00 FEET; THENCE SOUTH $89^{\circ}48'14''$ EAST, ALONG A LINE 157.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 152.00 FEET; THENCE SOUTH $00^{\circ}23'56''$ WEST 100.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Common address: 9130 W. 159th Street, Orland Park, Illinois 60462

PIN: 27-15-400-010-0000, 27-15-400-011-0000

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EXHIBIT B

Permitted Exceptions

1. General real estate taxes for the second installment tax year 2009 and each year thereafter not yet due and payable.
2. Exceptions No. 3,4,5,6,7,8,9 and 10 contained on Schedule B Part 1 of First American Title Insurance Company Commitment No. 1986328 dated December 21, 2009.
3. That certain Modification of Loan Documents dated January 29, 2010, recorded as document number _____.

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