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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1034313043 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/09/2010 01:52 PM Pg: 1 of 20

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 17-16-241-016-0000

Address:

Street: 531 S WELLS ST

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60607

Lender: Bank of America, N.A.

Borrower: North Star Trust Company, successor to Lakeside Bank, as Trustee under a Trust Agreement dated October 11, 2000 and known as Trust No. 10-2214 and Hunter DuPage Partnership and Hunter Congress-Wells Corp.

Loan / Mortgage Amount: \$5,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: 8069FC9D-7B54-48D5-AF0C-26E76F174020

Execution date: 12/02/2010

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Prepared by, and after
Recording, Return to:

Jack Edelbrock
c/o Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606

GNT # 10-0303

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FINANCING STATEMENT AND FIXTURE FILING ("Mortgage") is made as of the 2nd day of December, 2010 by North Star Trust Company, an Illinois corporation, successor to Lakeside Bank, not personally but as Trustee under a Trust Agreement dated October 11, 2000 and known as Trust No. 10-2214 (the "Trust") and Hunter DuPage Partnership and Hunter Congress-Wells Corp. (jointly, "Beneficiary"; hereinafter, together with the Trust, collectively, jointly and severally, the "Mortgagor"), having its principal place of business at 527 S. Wells Street, Chicago, Illinois 60607, to Bank of America, N.A., as administrative agent ("Mortgagee").

WITNESSETH:

WHEREAS, Hunter Line LLC, an Illinois limited liability company, Victor J. Cacciatore, Sr. (collectively, the "Borrower") has executed an Amended and Restated Credit Agreement, dated as of November 13, 2009 (as amended by a First Amendment to Credit Agreement dated as of June 30, 2010, the "Original Credit Agreement");

WHEREAS, contemporaneously herewith, the Borrower and the Mortgagee are entering into a Second Amendment to Credit Agreement (the "Amendment"), which Amendment effects certain modifications to the Original Credit Agreement (the Original Credit Agreement, as so amended and as it may from time to time be further amended, modified or restated is referred to as the "Credit Agreement");

WHEREAS, the Beneficiaries are affiliates of the Borrower;

WHEREAS, the Beneficiaries own 100% of the beneficial interest in the Trust;

WHEREAS, as a condition to entering into Amendment, the Mortgagee has required that the Beneficiaries and certain other affiliates of Borrower provide the Mortgagee a guaranty of the Borrower's obligations owing to Mortgagee pursuant to the Credit Agreement; and

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WHEREAS, the the Beneficiaries have executed and delivered to the Mortgagee a certain Continuing Unconditional Guaranty of even date herewith (as may be amended, modified or restated from time to time, the "Guaranty");

WHEREAS, it is a further condition to effectiveness of the Amendment, and the Mortgagor has agreed, that the Mortgagor grant to the Mortgagee, the liens and security interests referred to herein to secure (i) the payment and performance by the Beneficiaries of all obligations under and with respect to the Guaranty; (ii) all other payment and performance obligations of the Mortgagor under this Mortgage; (iii) any future advances made by Mortgagee in connection with the Mortgaged Property, whenever incurred; and (iv) all of the Mortgagee's Costs and Expenses (as defined in Section 9(c) herein) (all of the aforesaid obligations of the Mortgagor to Mortgagee, together with the other payment and performance obligations and liabilities described herein, being hereinafter referred to collectively as the "Obligations Secured").

GRANT:

NOW, THEREFORE, in consideration of the foregoing Recitals and to secure the complete and timely performance and payment of the Obligations Secured and in consideration of One Dollar (\$1.00) in hand paid, the receipt and sufficiency whereof are hereby acknowledged, the Mortgagor does hereby mortgage and warrant to Mortgagee, its successors and assigns, that certain real estate legally described in Exhibit A hereto (the "Land") in Cook County (the "County"), Illinois (the "State"); together with all right, title and interest, if any, which the Mortgagor may now have or hereafter acquire in and to all improvements, buildings and structures now or hereafter located thereon of every nature whatsoever and together with all air rights, development rights or credits, zoning rights or other similar rights or interests which benefit or are appurtenant to the Land (which, together with the Land, is herein called the "Premises").

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which the Mortgagor may now have or hereafter acquire in and to (a) all easements, rights of way or gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining said Land, and any other interests in property constituting appurtenances to the Premises, or which hereafter shall in any way belong, relate or be appurtenant thereto, (b) all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter relating to the Real Property (defined hereinafter) (collectively the "Permits"), excluding from the grant under this granting clause (but not from the definition of "Permits" for the other purposes hereof) Permits that cannot be transferred or encumbered by the Mortgagor without causing a default thereunder or a termination thereof and (c) all hereditaments, gas, oil, minerals (with the right to extract, sever and remove such gas, oil and minerals), and easements, of every nature whatsoever, located in or on the Premises and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in subparagraphs (a), (b) and (c) above (hereinafter the "Property Rights").

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which the Mortgagor may now or

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hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, or used or intended to be used in connection with, or with the operation of, the Premises, including, but not limited to (a) all apparatus, machinery and equipment of the Mortgagor (to the extent that any of the foregoing constitute "fixtures" under applicable law); and (b) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (collectively, the items listed in the foregoing clauses (a) and (b) are referred to as the "Fixtures"). It is mutually agreed, intended and declared that the Premises and all of the Property Rights and Fixtures owned by the Mortgagor (referred to collectively herein as the "Real Property") shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Mortgage to be real estate and covered by this Mortgage.

TOGETHER WITH all the estate, right, title and interest of the Mortgagor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Real Property, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Real Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sale or other disposition of the Real Property or any part thereof in connection therewith; and (except as otherwise provided herein or in the Credit Agreement or the Guaranty) except during the continuance of an Event of Default the Mortgagor is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittance therefor, and to apply the same as provided herein; and (ii) all contract rights, general intangibles, actions and rights in action relating to the Real Property including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Property; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property (the rights and interests described in this paragraph being called the "Intangibles")

TOGETHER WITH all of Beneficiary's present and future rights, title, interests, privileges and powers, including beneficial interest and power of direction, in, to and under the Trust, the real estate or other property which now or hereafter constitutes the Trust corpus (the "Trust Property"), and the earnings, avails and proceeds thereof, and including without limitation the right to manage, direct, control and deal with the Trust Property, and to direct the Trustee with respect thereto, and to collect and receive rentals therefrom, insurance proceeds with respect thereto and the proceeds of any mortgage, sale, conveyance, condemnation, taking or other disposition thereof.

The Mortgagor (i) hereby pledges and assigns to the Mortgagee from and after the date of the effectiveness hereof (including any period of redemption), primarily and on a parity with the Real Property, and not secondarily, all the rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security, as earnest money or as down payment for the purchase of all or any part of the Real Property) (the "Rents") under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property, and (ii) except to the extent such a transfer or assignment is not permitted by the terms thereof, hereby transfers and assigns to Mortgagee all such leases, contracts and agreements (including all the Mortgagor's rights under any contract for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas and mineral leases relating to the Real Property) (the "Leases"), provided, however, that

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the Mortgagor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect Rents as they become due, but not more than one (1) month in advance thereof.

All of the property described above, and each item of property therein described, not limited to but including the Land, the Premises, the Property Rights, the Fixtures, the Real Property, the Intangibles, the Trust Property, the Rents and the Leases, is herein referred to as the "Mortgaged Property."

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee. Nothing contained in this Mortgage shall be construed as imposing on Mortgagee any of the obligations of the lessor under any Lease of the Mortgaged Property in the absence of an explicit assumption thereof by Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Mortgagor, except for any such liability arising on account of Mortgagee's gross negligence or willful misconduct.

TO HAVE AND TO HOLD the Mortgaged Property, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its beneficiaries, successors and assigns, forever for the uses and purposes herein set forth. Except to the extent such a release or waiver is not permitted by applicable law, the Mortgagor hereby releases and waives all rights of redemption, if any, under and by virtue of any of the laws of the State, and the Mortgagor hereby covenants, represents and warrants that, at the time of the execution and delivery of these presents, the Mortgagor owns good, and in the case of real property, indefeasible, title to the Mortgaged Property and has lawful authority to sell, assign, convey and mortgage the Mortgaged Property, and that the title to the Mortgaged Property is free and clear of all encumbrances, except easements and restrictions of record that do not, individually or in the aggregate, materially and adversely diminish the utility or marketability of any portion of the Mortgaged Property as residential real estate ("Permitted Encumbrances"), and that, except for the Permitted Encumbrances, the Mortgagor will forever defend the same against all claims in derogation of the foregoing.

It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code in effect in the State (the "Code"), this instrument shall constitute a security agreement, fixture filing and financing statement, and for that purpose, the following information is set forth:

- (a) In addition to the foregoing grant of mortgage, the Mortgagor hereby grants a continuing security interest to the Mortgagee in that portion of the Mortgaged Property with respect to which the creation and perfection of a lien is governed by the Code;
- (b) The "Debtor" is the Mortgagor and "Secured Party" is the Mortgagee.
- (c) The name and address of the Debtor are c/o the Borrower, as set forth in the Preamble to this document.
- (d) The name and address of the Secured Party are as set forth in the Preamble to this document.

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(e) Description of the types (or items of property covered by this financing statement): all of the Mortgaged Property described or referred to which a security interest may be perfected pursuant to the Code.

(f) Description of real estate to which collateral is attached or upon which it is located: Described in Exhibit A.

(g) The state organizational identification number of the Debtor is: 59560522 as to the Trust, 61290389 as to HUNTER CONGRESS-WELLS CORP. and N/A as to Hunter DuPage Partnership.

(h) The record owner of the real estate is the Trust.

(i) Mortgagee may file this Mortgage, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified herein as part of the Mortgaged Property. Any reproduction of this Mortgage or of any other security agreement or financing statement is sufficient as a financing statement.

The Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may reasonably require from time to time to perfect or renew the security interest granted above under the Code. To the extent permitted by law, (i) all of the Fixtures are or are to become fixtures on the Land and (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture-filing" within the meaning of Sections 9-604 and 9-502 of the Code as in effect on the date hereof. Subject to the terms and conditions of the Guaranty, the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein, in any Loan Document, or by general law, or, as to that part of the security in which a security interest may be perfected under the Code, by the specific statutory consequences now or hereafter enacted and specified in the Code, all at the Mortgagee's sole election.

THE FOLLOWING PROVISIONS SHALL ALSO CONSTITUTE AN INTEGRAL PART OF THIS MORTGAGE:

SECTION 1. Payment of Taxes on this Mortgage. The Mortgagor agrees that, if the government of the United States or any department, agency or bureau thereof or if the State or any of its subdivisions having jurisdiction shall at any time require documentary stamps to be affixed to this Mortgage or shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the Mortgaged Property or upon the Mortgagee by reason of or as holder of any of the foregoing then, the Mortgagor shall pay for such documentary stamps in the required amount and deliver them to Mortgagee or pay (or reimburse Mortgagee for) such taxes, assessments or impositions. The Mortgagor agrees to provide to Mortgagee, at any time upon request, official receipts showing payment of all taxes, assessments and charges which the Mortgagor is required or elects to pay under this paragraph. The Mortgagor agrees to indemnify the Mortgagee against liability on account of such documentary stamps, taxes, assessments or impositions, whether such liability arises before or after payment of the Obligations Secured and regardless of whether this Mortgage shall have been released.

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SECTION 2. Leases Affecting the Real Property. All future lessees under any Lease made after the date of recording of this Mortgage shall, at the Mortgagee's option and without any further documentation, attorn to the Mortgagee as lessor if for any reason the Mortgagee becomes lessor thereunder, and, upon demand after an Event of Default has occurred and is continuing, pay rent to the Mortgagee, and the Mortgagee shall not be responsible under such Lease for matters arising prior to the Mortgagee becoming lessor thereunder; provided, however, the Mortgagee shall not become lessor or obligated as lessor under any such Leases unless or until it shall elect in writing to do so.

SECTION 3. Use of the Real Property. The Mortgagor agrees that it shall not permit the public to use the Real Property in any manner that might tend, in the Mortgagee's reasonable judgment, to impair the Mortgagor's title to such property or any portion thereof, or to make possible any claim of easement by prescription or of implied dedication to public use. The Mortgagor further covenants that it shall not institute or acquiesce in any proceeding to change the zoning classification of the Real Property, nor shall the Mortgagor change the use of the Mortgaged Property without the consent of the Mortgagee, which consent shall not be unreasonably withheld.

The Mortgagor represents and warrants to the Mortgagee as of the date hereof and as to the present use of the Mortgaged Property, and covenants to the Mortgagee so long as this Mortgage shall be in effect, that (i) all permits and licenses required for the use and operation of the Mortgaged Property, the failure to obtain which would materially and adversely affect the operation or marketability of the Mortgaged Property, have been obtained and are and will continue to be in full force and effect, (ii) all utility services necessary for the use and operation of the Mortgaged Property are and will continue to be in place, (iii) there is and will continue to be vehicular and pedestrian access to the Mortgaged Property from public thoroughfares appropriate to the use of the Mortgaged Property, and (iv) except as disclosed to the Mortgagee in writing, the Mortgaged Property is free from loss or damage due to the effect of casualty or condemnation. The Mortgagor shall not permit any material legal or economic waste to occur with respect to the Mortgaged Property.

SECTION 4. Indemnification. Mortgagor shall not use or permit the use of any part of the Mortgaged Property for an illegal purpose, including, without limitation, the violation of any environmental laws, statutes, codes, regulations or practices. Without limiting, but subject to, any indemnification Mortgagor has granted in any other Loan Document, Mortgagor agrees to indemnify and hold harmless the Mortgagee from and against any and all losses, suits, Obligations Secured, fines, damages, judgments, penalties, claims, charges, costs and expenses (including reasonable attorneys' and paralegals' fees, court costs and disbursements) which may be imposed on, incurred or paid by or asserted against the Mortgaged Property by reason or on account of or in connection with any of the following events which occur prior to the date upon which Mortgagee causes Mortgagor to be removed from possession of the Mortgaged Property and (a) Mortgagee takes possession of the Mortgaged Property for its own account or (b) Mortgagee causes possession of the Mortgaged Property to be delivered to a third party, either through a mortgage foreclosure action or otherwise: (i) the construction, reconstruction or alteration of the Mortgaged Property, (ii) any negligence or misconduct of Mortgagor, any lessee of the Mortgaged Property, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, (iii) any accident, injury, death or damage to any person or property occurring in, on or about the Mortgaged Property or any street, drive,

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sidewalk, curb or passageway adjacent thereto, or (iv) any other transaction arising out of or in any way connected with the Mortgaged Property.

SECTION 5. Insurance. The Mortgagor shall, at its sole expense, obtain for, deliver to, assign and maintain for the benefit of Mortgagee, until the Obligations Secured are paid in full, casualty (for the full replacement value) and liability insurance policies relating to the Mortgaged Property reasonably acceptable to the Mortgagee. Mortgagor shall promptly after the delivery of this Mortgage deliver certificates to Mortgagee evidencing such coverages. Each such policy shall name the Mortgagee as additional insured or loss payee, as applicable, under a standard mortgage endorsement. In the event of a casualty loss, the net insurance proceeds from such insurance policies shall be paid to the Mortgagee. If no Event of Default shall be continuing the Mortgagee shall promptly deliver any proceeds of such insurance that it receives to the Mortgagor and shall be applied by the Mortgagor to restoration of the Mortgaged Property. While an Event of Default shall be continuing, the Mortgagee shall be entitled to adjust any casualty loss and the Mortgagee shall be entitled to apply the proceeds thereof as provided in Section 9 of this Mortgage.

SECTION 6. Real Property Taxes. The Mortgagor covenants and agrees to pay before due all real property taxes, assessments, ground rent, if any, water and sewer rents, fees and charges, levies, permit, inspection and license fees and other dues, charges or impositions, including all charges and license fees for the use of vaults, chutes and similar areas adjoining the Land, maintenance and similar charges and charges for utility services, in each instance whether now or in the future, directly or indirectly, levied, assessed or imposed on the Mortgaged Property or the Mortgagor and whether levied, assessed or imposed as excise, privilege or property taxes ("Property Taxes"); provided that the foregoing shall not require the Mortgagor to pay any such tax or charge so long as it shall contest the validity thereof in good faith by appropriate proceedings and shall set aside on its books adequate reserves with respect thereto in accordance with GAAP. In any event, the Mortgagor shall cause all Property Taxes to be paid in respect of the Mortgaged Property prior to any portion of the Mortgaged Property being forfeited for nonpayment thereof.

SECTION 7. Condemnation Awards. The Mortgagor hereby assigns to the Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Real Property for public use, and while an Event of Default is continuing the Mortgagor agrees that the proceeds of all such awards shall be paid and applied as specified in Section 9 hereof.

SECTION 8. Remedies. "Event of Default" shall mean a default of event of default under the Guaranty (subject to grace and cure periods expressed therein, if any) or a failure to perform or observe any of the covenants set forth in this Mortgage that is not cured within any applicable cure period.

The following grace periods apply to failures to perform the covenants under this Mortgage: (1) with respect to the failure to pay a sum of money, such failure shall constitute an Event of Default if such sum is not paid within then (10) days of the date due; (2) with respect to other failures to perform any actions required by this Mortgage, such failure shall constitute an Event of Default if such failure is not cured within thirty (30) days of notice to Borrower of such failure, or, if cure is not reasonably possible within such thirty (30) day period, if cure of such

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failure is not commenced within such thirty (30) day period and thereafter pursued diligently to completion.

Upon the occurrence and during the continuance of an Event of Default, in addition to any rights and remedies provided for in the Guaranty or any Loan Document, **if and to the extent permitted by applicable law**, the following provisions shall apply:

(a) Mortgagee's Power of Enforcement. The Mortgagee shall have the right to (i) immediately sell the Mortgaged Property either in whole or in separate parcels, as prescribed by State law, and thereupon, to make and execute to any purchaser thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage by judicial action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Obligations Secured, and without regard to the then value of the Mortgaged Property or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loans and other financial accommodations hereby secured are made), with power to collect the Rents, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of the Rents when collected, may pay costs incurred in the management and operation of the Mortgaged Property, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Mortgaged Property, and may pay all or any part of the Obligations Secured or other sums secured hereby or any deficiency decree entered in such foreclosure proceeding. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing the Mortgagee in possession of the Mortgaged Property with the same power granted to a receiver pursuant to this subparagraph and with all other rights and privileges of a mortgagee-in possession under applicable law.

(b) Mortgagee's Right to Enter and Take Possession, Operate and Apply Income. The Mortgagee shall, at its option, have the right, acting through its agents or attorneys or a receiver, with process of law, to enter upon and take possession of the Mortgaged Property, to expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the Rents, to manage and control the same, to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, to distribute and apply the remaining net income in such order and to such of the Obligations Secured in accordance herewith or any deficiency decree entered in any foreclosure proceeding.

SECTION 9. Application of the Rents or Proceeds from Foreclosure or Sale. In any foreclosure of this Mortgage by judicial action, in addition to any of the terms and provisions hereof, there shall be allowed (and included in the decree for sale in the event of a foreclosure by judicial action) to be paid out of the Rents or the proceeds of such foreclosure proceeding and/or sale:

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(a) Obligations Secured. All of the Obligations Secured and other sums secured hereby which then remain unpaid; and

(b) Other Advances. All other items advanced or paid by the Mortgagee pursuant to this Mortgage; and

(c) Costs and Expenses. All reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Mortgagee to the extent reimbursable under applicable law in connection with (i) the Mortgagor's execution, delivery and performance of this Mortgage, (ii) protecting, preserving or maintaining the Mortgaged Property, (iii) collecting the Obligations Secured and (iv) enforcing the rights of the Mortgagee hereunder in respect of the Mortgaged Property (collectively, "Costs and Expenses"). All Costs and Expenses shall become additional Obligations Secured when paid or incurred by the Mortgagee in connection with any proceeding, including but not limited to 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 in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or if permitted by applicable law, any sale by advertisement. The proceeds of any sale shall be distributed and applied in such order and to such of the Obligations Secured as the Mortgagee may determine in its discretion. The Mortgagor shall remain liable for any deficiency to the extent provided in the documents that create the Obligations Secured.

SECTION 10. Cumulative Remedies; Delay or Omission Not a Waiver. No remedy or right of the Mortgagee shall be exclusive of, but shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on the occurrence or existence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or acquiescence therein, nor shall it affect any subsequent Event of Default of the same or different nature. To the extent permitted by applicable law, every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by the Mortgagee.

SECTION 11. Mortgagee's Remedies against Multiple Parcels. If more than one property, lot or parcel is covered by this Mortgage, and (a) this Mortgage is foreclosed upon or (b) judgment is entered upon any Obligations Secured, execution may be made upon any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement if permitted by applicable law, may likewise be conducted separately or concurrently, in each case at the Mortgagee's election.

SECTION 12. No Merger. In the event of a foreclosure of this Mortgage or any other mortgage or trust deed securing the Obligations Secured, the Obligations Secured then due the Mortgagee shall, at the Mortgagee's option, not be merged into any decree of foreclosure entered by the court, and the Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust which also secure said Obligations Secured.

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SECTION 13. Notices. All notices and other communications provided to any party hereto under this Mortgage shall be in writing and shall be given in the manner, within the time periods and to the addressees identified in the Credit Agreement.

SECTION 14. Extension of Payments. The Mortgagor agrees that, without affecting the liability of any person for payment of the Obligations Secured or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by the Mortgagee of its rights and privileges hereunder), the Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Obligations Secured, but otherwise subject to the provisions of the Loan Documents, extend the time for, or agree to alter or amend the terms of, payment of such Obligations Secured. The Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Obligations Secured or the remainder of the security.

SECTION 15. Governing Law. The Mortgagor agrees that this Mortgage is to be construed, governed and enforced in accordance with the laws of the State. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

SECTION 16. Satisfaction of Mortgage. Upon full payment and performance of all the Obligations Secured, at the time and in the manner provided in the applicable Loan Document, or upon satisfaction of the conditions set forth in the Guaranty for release of any portion of the Mortgaged Property from this Mortgage, then upon demand therefor following such payment or satisfaction of the conditions set forth in the Guaranty for release of the Mortgaged Property (or a portion thereof), as the case may be, a release of mortgage in recordable form shall promptly be provided by the Mortgagee to the Mortgagor.

SECTION 17. Successors and Assigns Included in Parties; Third Party Beneficiaries. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns; all references herein to the Mortgagor and to the Mortgagee shall be deemed to include their respective successors and assigns. The Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

SECTION 18. WAIVER OF APPRAISEMENT, VALUATION, STAY, EXTENSION AND REDEMPTION LAWS. The Mortgagor agrees, to the full extent permitted by law, that neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, homestead or extension laws, whether now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat; and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws and any and all

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right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. To the full extent permitted by law, the Mortgagor irrevocably waives any and all statutory or other rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof. The Mortgagor further waives, to the full extent it may lawfully do so, all statutory or other rights in its favor, limiting concurrent actions to foreclose this Mortgage and the exercise of other rights with respect to the Obligations Secured, including, without limitation, any right vested in the Mortgagor or any affiliate to limit the right of the Mortgagee to pursue or commence concurrent actions against the Mortgagor or any such affiliate or any property owned by any one or more of them.

SECTION 19. Interpretation with Other Documents. Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between this Mortgage and the Guaranty, the provisions of the Guaranty will govern. Any term used in this Mortgage that is not defined herein, but which is defined in the Credit Agreement, shall have the same meaning for purposes hereof as it is assigned in the Credit Agreement.

SECTION 20. Future Advances. This Mortgage is given for the purpose of securing loan advances and other financial accommodations which the Mortgagee may make to or for the benefit of the Borrower pursuant and subject to the terms and provisions of the Credit Agreement or any Loan Document. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances and other financial accommodations arising under the Loan Documents made after this Mortgage is delivered to the office in which mortgages are recorded in the County, whether made pursuant to an obligation of the Mortgagee or otherwise, and in such event, such advances shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance made at the time of execution hereof, although there may be no indebtedness outstanding at the time any advance is made and although such advances may from time to time be repaid to a zero balance and thereafter readvanced. Such loan advances or other financial accommodations may or may not be evidenced by guarantees or notes. The parties acknowledge and agree that all future advances shall be a lien from the time this Mortgage is recorded, as provided in 735 ILCS 5/15-1302 (b) (1).

SECTION 21. Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Guaranty or any other Loan Document shall not be in any way affected, prejudiced or disturbed thereby. In the event that the application of any of the covenants, agreements, terms or provisions of this Mortgage is held to be invalid, illegal or unenforceable, those covenants, agreements, terms and provisions shall not be in any way affected, prejudiced or disturbed when otherwise applied.

SECTION 22. Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by the

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Mortgagor and the Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

SECTION 23. CONSENT TO JURISDICTION; WAIVER OF IMMUNITIES. The Mortgagor hereby acknowledges and agrees that:

(a) It irrevocably submits to the jurisdiction of any state or federal court sitting in Cook County in the State of Illinois, in any action or proceeding arising out of or relating to this Mortgage, and the Mortgagor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any state or federal court sitting in Cook County, Illinois. The Mortgagor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding brought within Cook County, Illinois. The Mortgagor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Nothing in this Section shall affect the right of the Mortgagee to serve legal process in any other manner permitted by law or affect the right of the Mortgagee to bring any action or proceeding against the Mortgagor or its property in the courts of any other jurisdiction.

(c) To the extent that the Mortgagor has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, the Mortgagor hereby irrevocably waives such immunity in respect of its obligations under this Mortgage.

SECTION 24. Time of Essence. Time is of the essence with respect to the provisions of this Mortgage.

SECTION 25. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Mortgage. In the event an ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Mortgage.

SECTION 26. Mortgagee's Right to Appear. The Mortgagee shall have the right to appear in and defend any legal proceeding brought regarding the Mortgaged Property and to bring any legal proceeding, in the name and on behalf of the Mortgagor or in the Mortgagee's name, that the Mortgagee, in its sole discretion, determines should be brought to protect the Mortgagee's interest in the Mortgaged Property. Nothing herein is intended to prohibit Mortgagor from bringing or defending any suit relating to the Mortgaged Property.

SECTION 27. Savings Clause. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction, will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 28. No Liability of Mortgagee. Notwithstanding anything contained in this Mortgage, this Mortgage is only intended as security for the Obligations Secured and the

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Mortgagee shall not be obligated to perform or discharge, and do not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor with respect to any of the Mortgaged Property. Unless and until the Mortgagee takes actual possession of the Mortgaged Property, either through foreclosure, the taking of a deed in lieu thereof or otherwise, the Mortgagee shall not have responsibility for the control, care, management or repair of the Mortgaged Property nor shall the Mortgagee be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any licensee, employee, tenant or stranger or other person. The Mortgagor shall indemnify and hold harmless the Mortgagee from and against any and all loss, cost and liability incurred by the Mortgagor in connection with any of the foregoing that are not the responsibility of the Mortgagee in accordance with this Section; provided, however, that the Mortgagor shall not be liable for such indemnification to the Mortgagee to the extent that any such suit, action, proceeding, claim, damage, loss, liability or expense results from the Mortgagee's gross negligence or willful misconduct.

SECTION 2.2. Illinois Specific Provisions.

(a) Power of a Receiver. The powers of a receiver listed in 735 ILCS 5/15-1704 shall be added to all the powers of a receiver listed in the Mortgage subject to any express limitations on such powers in the Mortgage.

(b) Compliance with Illinois Mortgage Foreclosure Law –

(i) If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et seq. (the "Act"), the provisions of the 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 fairly be construed in a manner consistent with the Act.

(ii) Without in any way limiting any of the Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, the 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 the Mortgagee any rights, remedies, powers or authorities upon default of the Mortgagor which are more limited than what would be vested in the Mortgagee under the Act in the absence of said provision, the Mortgagee shall have what would be vested under the Act.

(iii) Without limitation, all expenses (including reasonable attorneys' fees and expenses) incurred by the Mortgagee, to the extent reimbursable under 735 ILCS 5/15-1510, 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.

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(c) Use of Proceeds. The Mortgagor hereby represents and warrants that the proceeds of the Credit Agreement will be used for business purposes and that the indebtedness secured hereby constitutes a business loan. The Mortgagor represents and agrees that the obligations secured hereby: (i) constitute a business loan which comes within the purview of subparagraphs (1)(a) or (1)(c) of 815 ILCS 205/4, and a loan secured by a mortgage on real estate which comes within the purview of subparagraph (1)(l) of 815 ILCS 205/4, (ii) are exempted from transactions under the Truth-in-Lending Act, 15 U.S.C. Secs. 1601, et seq.

(d) WAIVERS OF RIGHTS OF REINSTATEMENT AND REDEMPTION. THE MORTGAGOR, ON BEHALF OF ITSELF AND ALL PERSONS NOW OR HEREAFTER INTERESTED IN THE MORTGAGED PROPERTY, VOLUNTARILY AND KNOWINGLY HEREBY ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A TRANSACTION WHICH DOES NOT INCLUDE EITHER AGRICULTURAL REAL ESTATE (AS DEFINED IN THE ACT), OR RESIDENTIAL REAL ESTATE (AS DEFINED IN THE ACT). THE MORTGAGOR, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE, HEREBY IRREVOCABLY WAIVES PURSUANT TO 735 ILCS 5/15-1601 OF THE ACT ANY AND ALL RIGHTS OF REINSTATEMENT (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REINSTATEMENT PROVIDED FOR IN 735 ILCS 5/15-1602) OR REDEMPTION FROM SALE OR FROM OR UNDER ANY ORDER, JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REDEMPTION PROVIDED FOR IN 735 ILCS 5/15-1603) OR UNDER ANY POWER CONTAINED HEREIN OR UNDER ANY SALE PURSUANT TO ANY STATUTE, ORDER, DECREE OR JUDGMENT OF ANY COURT.

(e) Subordination of Property Manager's Lien. Any property management agreement for or relating to all or any part of the Mortgaged Property, whether now in effect or entered into hereafter by the Mortgagor or any Mortgagee of the Mortgagor, with a property manager shall contain a subordination provision whereby the property manager forever and unconditionally subordinates to the lien of this Mortgage and the Loan Documents any and all mechanics' lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law (including, without limitation, 770 ILCS 60/0.01). Such property management agreement or a short form thereof including such subordination shall, at the Mortgagee's request, be recorded with the Office of the Recorder of Deeds for the county in which the Premises are located.

(f) Revolving Credit Loans. To the extent set forth in the Credit Agreement, Mortgagor has entered into (and this Mortgage secures, among other things) a "revolving credit" arrangement within the meaning of the 815 ILCS 205/4.1 (the "Revolving Credit Loans"). The Revolving Credit Loans are payable as set forth in the Credit Agreement, but in no event later than twenty (20) years from the date of the Credit Agreement, in a maximum principal amount not to exceed FORTY MILLION DOLLARS AND NO/100 (\$40,000,000.00) at any one time outstanding, plus interest.

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(g) Maximum Amount and Final Maturity Date of Obligations Secured. Subject to the terms of the Guaranty, the term "Obligations Secured" shall include in addition to all other obligations included in such defined terms by the Mortgage, any and all future advances, with interest thereon, made by the Mortgagee to the Borrower pursuant to the Credit Agreement, any other Loan Document. The total principal of the Obligations Secured shall not exceed EIGHTY MILLION DOLLARS AND NO/100 (\$80,000,000.00) at any one time, plus interest. Nothing contained in this Section, however, shall be considered as limiting the interest which may be secured hereby or the amounts that shall be secured hereby when advanced to enforce or collect upon the Guaranty or to protect the real estate security and other collateral. The latest date by which the Obligations Secured must be performed is August 31, 2030.

[Signatures begin on next page]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this instrument is executed to be effective as of the day and year first above written by the person or persons identified below on behalf of the Mortgagor (and said person or persons hereby represent that they possess full power and authority to execute and deliver this instrument).

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

MORTGAGOR:

NORTH STAR TRUST COMPANY,
not personally but as Trustee under a Trust
Agreement dated October 11, 2000 and known
as Trust No. 10-2214

By: [Signature]
Name: Martin Corillo
Trust Officer

Its: [Signature]
Juanita Chapulier
Trust Officer

HUNTER/DUPAGE PARTNERSHIP

By: [Signature]
Printed Name: VICTOR J. CALCIATORE
Its: General Partner

**HUNTER CONGRESS-WELLS
CORP.**

By: [Signature]
Printed Name: PETER CALCIATORE
Its: PRESIDENT

This Mortgage is executed by NORTH STAR TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred on and vested in it as such Trustee (and said NORTH STAR TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Trustee or its successors personally to pay the aforesaid Obligations Secured or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such personal liability of said Trustee, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors personally are concerned, the legal holder or holders of said Obligations Secured and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Obligations Secured provided, or by action to enforce the personal liability of the beneficiary of said trust, if any.

This document was prepared by
and after recording should be returned to:
Jack Edelbrock
Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606

mtj
12-5-31 well
10-27-14

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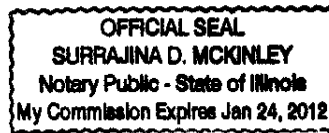
STATE OF IL)
) SS.
COUNTY OF COOK)

On this 4th day of November, 2010, before me appeared Maritza Castillo and Juanita Chandler to me personally known, who, being by me duly sworn, did say that s/he is the Trust OfficerS of NORTH STAR TRUST COMPANY, an Illinois corporation, and that said instrument was signed on behalf of said corporation in its capacity as trustee as aforesaid, and said Trust OfficerS acknowledged said instrument to be the free act and deed of said corporation, to be effective as of the date first written above.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Surrajina D. McKinley
Notary Public

My term expires: _____



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Exhibit A

Legal Description

PARCEL 8:
LOTS 10, 11, AND 14 IN GEORGE W. MERRILL'S SUBDIVISION OF BLOCK 100 IN SCHOOL SECTION
ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 531-549 S WELLS
ST., CHICAGO, IL 60607

PIN'S: 17-16-241-016-0000; 17-16-241-017-0000; 17-16-241-018-0000; 17-16-241-019-0000;
17-16-241-020-0000; 17-16-241-021-0000