



1034431090

Doc#: 1034431090 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/10/2010 02:33 PM Pg: 1 of 14



1034731048

Doc#: 1034731048 Fee: \$78.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 12/13/2010 03:14 PM Pg: 1 of 22

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

Property of Cook County Clerk's Office

The property identified as: PIN: 22-23-203-004-0000

Address:

Street: 11250 Archer Avenue

Street line 2:

City: Lemont

State: IL

ZIP Code: 60439

Lender: All In Capital Group, LLC

Borrower: Lifescapes@Montefiori, LLC

Loan / Mortgage Amount: \$1,000,000.00

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

Re-recorded to attach Exhibit B, which was inadvertently omitted.

Certificate number: 4A21B656-2064-4595-85A3-7A669671AC92

Execution date: 12/09/2010

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## MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made as of November 6, 2009 from Lifescapes@Montefiori, LLC, an Illinois limited liability company with a mailing address at 11250 Archer Avenue, Lemont, IL 60439 ("Mortgagor"), to All In Capital Group, LLC, an Arizona limited liability company with a mailing address at 14275 N. 87<sup>th</sup> St, Suite 115, Scottsdale, AZ 85260 ("Mortgagee");

WHEREAS, Mortgagor has executed and delivered to Mortgagee, a mortgage note (herein called the "Mortgage Note") dated as of the date hereof, payable to the order of Mortgagee, in the principal sum of One Million Dollars (\$1,000,000.00) and due in the manner as provided therein and in any event on demand, the terms and provisions of which Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

WHEREAS, the term "Mortgage Note" as used hereinafter shall be deemed to include the above-described Mortgage Note and all extensions, renewals, replacements, modifications and refinancings thereof.

NOW, THEREFORE, to secure: (a) the payment of the principal and interest on the Mortgage Note when the same becomes due and payable (whether by lapse of time, acceleration or otherwise); (b) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, including, without limitation, all expenses and charges, legal or otherwise, including reasonable attorneys' fees, paid or incurred by Mortgagee in realizing upon or protecting this Mortgage or the indebtedness secured hereby; and (c) the performance of Mortgagor's covenants and agreements under this Mortgage, Mortgagor, does hereby GRANT, MORTGAGE, CONVEY AND ASSIGN to Mortgagee, its successors and assigns, Mortgagor's interest in the real estate legally described in the attached **Exhibit A** (the "Real Estate"),

TOGETHER WITH (1) all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging; and together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning, electrical, sprinkler systems, plumbing, water, light, power, refrigeration and ventilation; elevators, escalators, communication and electronic monitoring equipment, tanks, pumps and together with any other fixtures, equipment, machinery or other personal property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment thereof (which, together with the Real Estate, is referred to as the "Property"); (2) all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining the Property; (3) all rents, issues, proceeds and profits accruing and to accrue from the Property and all right, title and interest of Mortgagor in and to any and all leases approved by Mortgagee now or hereafter on or affecting the Property, whether written or oral, and all other leases and agreements for the use thereof, and all renewals, extensions and substitutions thereof (collectively the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Mortgagee given to Mortgagor to collect the rentals to be paid pursuant thereto, provided an Event of Default (as hereinafter defined) shall not

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have occurred and be continuing; and (4) all proceeds heretofore or hereafter payable to Mortgagor by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to the insurance policies hereinafter described and awards and other compensation heretofore or hereafter payable to Mortgagor for any taking by condemnation or eminent domain proceedings of all or any part of the Property or any easement or appurtenance thereof, including severance and consequential damage (the Property and all of the above are collectively referred to as the "Mortgaged Premises").

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns forever, provided, however, that if and when all principal and accrued interest on the Mortgage Note and all other indebtedness and obligations hereby secured shall be paid in full, and Mortgagor shall have performed all of the terms, covenants and agreements contained herein, then this Mortgage shall be released upon the written request and at the expense of Mortgagor.

Mortgagor covenants that Mortgagor is lawfully seized of the Mortgaged Premises and has the right to mortgage, grant, assign, and convey the Mortgaged Premises; that, except for the "Senior Indebtedness" and the "Junior Indebtedness", as defined below, the Mortgaged Premises are unencumbered, and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements and restrictions of record existing on the date hereof approved by Mortgagee. The "Senior Indebtedness" is the indebtedness secured by that certain mortgage, dated May 1, 2009, given by Mortgagor to Old Second National Bank, and the "Junior Indebtedness" is the indebtedness secured by that certain mortgage, dated November 6, 2009, given by Mortgagor to Stefano D. Marchetti, as Trustee of the Stefano D. Marchetti Self-Declaration of Trust, dated October 3, 2005.

MORTGAGOR HEREBY FURTHER COVENANTS TO MORTGAGEE AND AGREES AS FOLLOWS:

1. Mortgagor hereby agrees: (a) to pay when due, all indebtedness secured by this Mortgage, including the Mortgage Note and all other indebtedness, obligations and liabilities which this Mortgage secures; (b) not to commit or permit to exist any waste of the Mortgaged Premises and to keep the Mortgaged Premises in good condition and repair; (c) to keep the Mortgaged Premises free of any mortgage, trust deed, mechanic's lien, or other lien or encumbrance (except this Mortgage and except for the Senior Indebtedness and the Junior Indebtedness); (d) not to suffer or permit unlawful use or any nuisance to exist upon the Mortgaged Premises; (e) not to remove or demolish any part of the improvements of a structural nature which would adversely affect the value of the Mortgaged Premises; (f) not to abandon the Mortgaged Premises; (g) to pay when due any indebtedness or liability which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the Mortgaged Premises equal or senior in priority to this Mortgage; (h) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon the Mortgaged Premises; (i) immediately after destruction or damage to all or any part of the Mortgaged Premises to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the Mortgaged Premises unless Mortgagee elects to apply the proceeds of insurance to the indebtedness secured by this Mortgage as hereinafter provided; (j) to comply with all laws, regulations, rulings, ordinances, orders and all other

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requirements imposed by any governmental or other competent authority, and with all restrictions, covenants and conditions relating to the Mortgaged Premises or to the use of thereof; (k) not to make or permit, without first obtaining the written consent of Mortgagee, the use of the Mortgaged Premises for any purpose other than that for which it was used on the date of this Mortgage or the removal, demolition or sale of any building, improvement, fixture, machinery or equipment now or hereafter upon the Mortgaged Premises; (l) to keep and maintain such books and records as may from time to time be required by Mortgagee and to permit Mortgagee reasonable access to and the rights of inspection of such books and records; (m) to furnish to Mortgagee such information and data with respect to the financial condition, business affairs and operations of Mortgagor and the Mortgaged Premises as may from time to time be requested (all such information and data to be prepared in accordance with generally accepted accounting principles consistently applied); (n) that no construction shall hereafter be commenced upon the Mortgaged Premises unless the plans and specifications for such construction have been submitted to and approved in writing by Mortgagee to the end that such construction shall not, in the judgment of Mortgagee entail prejudice of any indebtedness secured hereby or the lien of this Mortgage; and (o) that if the Mortgaged Premises are now or hereafter located in an area which has been designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 (as amended from time to time) and regulations issued under it (collectively, the "Act"), Mortgagor will keep the Mortgaged Premises covered for the duration of the Mortgage Note by flood insurance up to the maximum limit of coverage available under the Act.

2. Mortgagor shall keep the Mortgaged Premises continuously insured for the benefit of Mortgagee, until the indebtedness secured hereby shall be paid in full and discharged, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of lightning, windstorm, malicious mischief, vandalism and other extended coverage hazards, for full replacement value, and such other appropriate insurance as Mortgagee may require from time to time. All insurance policies and renewals must be acceptable to Mortgagee, must provide for payment to Mortgagee in the event of loss, must require thirty (30) days notice to Mortgagee in the event of non-renewal or cancellation, must be written by insurers acceptable to Mortgagee and have such monetary limits as Mortgagee shall require, and must be delivered to Mortgagee. Should Mortgagor fail to insure or fail to pay the premiums on any insurance policy or fail to deliver the policies or certificates or renewals to Mortgagee, then Mortgagee at its option may have the insurance written or renewed and pay the premiums for the account of Mortgagor. In the event of loss or damage, the proceeds of the insurance shall be paid to Mortgagee alone. No loss or damage to the Mortgaged Premises or any portion thereof shall itself reduce the indebtedness secured hereby. All casualty policies shall contain a standard mortgagee clause naming Mortgagee as "Mortgagee and Loss Payee" and a Lender's loss payable endorsement in favor of Mortgagee, subject to the rights of the holder of the Senior Indebtedness ("Senior Lender"). Mortgagor shall also provide a Comprehensive General Liability Policy naming Mortgagee as an "Additional Insured".

3. In the event of any loss or damage sustained by casualty for which insurance policies are in effect, Mortgagee is authorized, to adjust, compromise and collect all claims thereunder without the consent of Mortgagor and to execute and deliver on behalf of Mortgagor all necessary proofs of loss, receipts, vouchers, releases and such other documents as shall be required by the insurers to be

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executed. At the election of Mortgagee, the proceeds of any insurance may be applied to the reduction of the indebtedness secured by this Mortgage, whether or not then due, or may be applied to the cost of building or restoring of buildings and improvements on the Mortgaged Premises, or may be applied to both purposes in such proportion as Mortgagee shall determine. That part of the Mortgaged Premises so damaged or destroyed shall be repaired or rebuilt, in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and all life, safety and environmental regulations, laws, ordinances (including zoning), rules and regulations of governmental authorities having jurisdiction thereover, so as to be as similar, as is reasonably possible, to the condition which existed prior to such casualty.

4. Mortgagor shall pay all general real estate taxes, special taxes, special assessments, water and sewer charges and all other taxes and charges on the Mortgaged Premises before any charge for nonpayment attaches or accrues, and shall furnish Mortgagee, upon request, with original or duplicate receipts therefor. If Mortgagor shall desire to contest any tax or special assessment, to avoid default under this Mortgage, Mortgagor shall pay such tax or assessment in full in the manner provided by law.

5. In case of default hereunder, Mortgagee may, at its option, at any time make any payment or perform any act herein required by Mortgagor in any form and manner deemed expedient by Mortgagee, and Mortgagee may, at its option, make full or partial payments of principal or interest on prior encumbrances, if any, pay delinquent taxes, assessments and/or insurance premiums and purchase, discharge or settle any tax lien or any other prior lien or claim, redeem from any tax sale or forfeiture affecting the Mortgaged Premises or contest any tax or assessment. All monies paid or incurred by Mortgagee in connection therewith including costs and attorneys' fees and any other monies advanced by Mortgagee to protect the Mortgaged Premises shall be so much additional indebtedness secured hereby and shall be immediately due and payable by Mortgagor together with interest at the Default Rate as defined in the Mortgage Note.

6. In the event that the Mortgaged Premises or any part thereof is taken by condemnation, Mortgagee is hereby empowered to collect and receive any awards resulting therefrom ("Awards"), subject to the rights of the Senior Lender, which shall, at the election of Mortgagee, be applied to the payment of the Mortgage Note or any other indebtedness secured hereby, or on account of rebuilding or restoring that part of Mortgaged Premises not so taken or damaged. If Mortgagee elects to permit the use of Awards for rebuilding or restoration of the Mortgaged Premises, the Mortgaged Premises shall be so rebuilt or restored in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and applicable laws, so as to be as similar, as is reasonably possible, to the condition which existed prior to condemnation. In the event the Awards are insufficient to pay for all costs of rebuilding or restoration, Mortgagor shall deposit with Mortgagee an amount equal to such excess costs prior to any disbursement.

7. To further secure payment of this Mortgage Note, all other indebtedness secured hereby and performance of all of the terms, covenants, conditions and agreements contained herein, Mortgagor hereby sells, assigns and transfers to Mortgagee all of its right, title and interest in and to all Leases

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and rentals, issues, proceeds and profits now due and which may hereafter become due pursuant thereto, it being the intention hereby to establish an absolute transfer and assignment thereof to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its agent, in its name and stead (with or without taking possession of the Mortgaged Premises), to rent, lease or let all or any part of the Mortgaged Premises to any party or parties, at such rental and upon such terms as Mortgagee shall, in its discretion, determine and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every Lease or any other tenancy existing or which hereafter exists on the Mortgaged Premises, with the same rights and powers and subject to the same rights and powers as Mortgagor would have. If no Event of Default under this Mortgage has occurred, Mortgagor shall have the right to collect all of the rents arising from Leases or renewals thereof. Upon an occurrence of an Event of Default, Mortgagee, at any time or times thereafter, may notify any and all of the tenants of the Leases that the Leases have been assigned to Mortgagee and Mortgagee may direct said tenants thereafter to make all rentals and payments due from tenants under the Leases directly to Mortgagee and shall have the right to enforce the terms of the Leases and obtain payment of and collect the rents, by legal proceedings or otherwise in the name of Mortgagor. Mortgagor will at all times deliver to Mortgagee duplicate originals or certified copies of all leases, agreements and documents relating to the Mortgaged Premises and shall permit access by Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof. Mortgagee, its agents and designees shall have the right to inspect the Mortgaged Premises at all reasonable times and access thereto shall be permitted for that purpose.

8. This Mortgage is given to and shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extent as if future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder of Deeds of the county where the Mortgaged Premises described herein are located.

9. If Mortgagor shall transfer, convey, alienate, pledge, hypothecate or mortgage the Mortgaged Premises or any part thereof, or shall sell, transfer or assign the shares of stock of any corporate owner of the Mortgaged Premises or of any corporation which is the beneficiary of Mortgagee, without the prior written consent of Mortgagee (an "Unpermitted Transfer"), Mortgagee, at its option, may accelerate the maturity of the Mortgage Note and declare it to be due and payable forthwith.

10. This Mortgage shall constitute a security agreement between Mortgagor and Mortgagee with respect to that portion of the Mortgaged Premises constituting property or interests in property, whether real or personal, including any and all sums deposited by Mortgagor and held by Mortgagee which are subject to the priority and perfection provisions of the Illinois Uniform Commercial Code. Therefore, to secure payment of the Mortgage Note and all other indebtedness and obligations of Mortgagor hereunder, Mortgagor hereby grants to Mortgagee a security interest in the Mortgaged Premises and in all such deposits and agrees that, upon an Event of Default, Mortgagee shall have all

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of the rights and remedies of a secured party under the Illinois Uniform Commercial Code, subject to the rights of the Senior Lender.

11. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but does hereby waive the benefit of such laws. Mortgagor expressly waives any and all rights of redemption under any judgment or decree of foreclosure of this Mortgage, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Mortgaged Premises subsequent to the date hereof, it being the intent of Mortgagor hereby that any and all such rights of redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable laws.

Mortgagor further waives, for itself and any person or persons claiming by or through Mortgagor, all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all other homestead rights and benefits in the Mortgaged Premises, of every kind and description.

12. This Mortgage shall secure, in addition to all other indebtedness and obligations herein recited, any loss, liability, penalty, damage, expense, or judgment including reasonable attorneys' fees, incurred by Mortgagee by reason of any actual or alleged violation of any applicable statute, ordinance, rule or regulation for the protection of the environment which occurs upon the Mortgaged Premises or any adjoining parcels or by reason of imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation ("Environmental Costs").

13. Any one or more of the following shall constitute an event of default ("Event of Default") hereunder: (a) default in the payment when due (whether by lapse of time, acceleration or otherwise) of the principal of or interest on the Mortgage Note and failure to cure within any applicable cure or grace period specified in the Mortgage Note, if any; or (b) default in the payment when due of any other indebtedness hereby secured and such amount shall not be paid within ten (10) days after written notice thereof is sent to Mortgagor; or (c) default for more than thirty (30) days after written notice thereof is sent to Mortgagor in the observance or compliance with any other covenant, warranty, term or provision of this Mortgage or any other instrument or document securing the Mortgage Note or relating thereto; or (d) any representation or warranty made by Mortgagor herein or by Mortgagor in any other instrument or document securing the Mortgage Note or relating thereto or in any statement or certificate furnished by it or him pursuant hereto or thereto proves to be untrue or misleading in any material respect as of the date of issuance or making thereof; or (e) the Mortgaged Premises or any part thereof shall be assigned, sold, transferred or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagor free of any lien, charge or encumbrance other than the lien hereof; or (f) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver

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appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or (g) Mortgagor becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its property or such a trustee, custodian or receiver is appointed for Mortgagor or for the major part of the properties of any of them and is not discharged within thirty (30) days after such appointment, or bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy laws or laws or other statute, law or regulation for the relief of debtors are instituted by or against Mortgagor and if instituted against such party are consented to or acquiesced in or are not dismissed within thirty (30) days after such institution; or Mortgagor takes any action in contemplation of or furtherance of any of the foregoing; or (h) there shall be any execution, attachment or levy on the Mortgaged Premises not stayed or released within thirty (30) days; or (i) any financial or other information submitted by Mortgagor proves untrue in any material respect; or (j) the Mortgaged Premises are abandoned; or (k) Mortgagor shall fail or refuse to pay Environmental Costs as herein defined; or (l) any hazardous substance or waste, industrial waste, pollution control waste or toxic substance, within the meaning of any applicable Federal, state or local environmental statute, ordinance, rule or regulation (collectively, "Hazardous Substances") shall be installed, used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or about the Mortgaged Premises, or transported to or from the Mortgaged Premises, in violation of any Federal, state or local environmental statute, ordinance, rule or regulation; or (m) Mortgagor shall fail or refuse voluntarily to clean up and to bear the cost of cleaning up all Hazardous Substances on, under or about the Mortgaged Premises within sixty (60) days after their discovery, or after receipt from any environmental agency or any other governmental unit or authority that a violation of any applicable Federal, state or local environmental statute, ordinance, rule or regulation has occurred.

14. When any Event of Default has occurred and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Mortgage Note) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements and the rights of the Senior Lender: (a) Mortgagee may, by written notice to Mortgagor, declare the Mortgage Note and all unpaid indebtedness of Mortgagor hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind; (b) Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Illinois Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Illinois Uniform Commercial Code; (c) Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law; or (ii) by the foreclosure of this Mortgage in any manner permitted by law; (d) Mortgagee shall, as a matter of right, without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and



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rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise; (e) Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained on or about the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagee hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Mortgaged Premises and use any personal property thereon, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Any expenses (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Mortgagor promises to pay upon demand together with interest at the Default Rate applicable to the Mortgage Note at the time such expenses are incurred. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the Default Rate, as defined in the Mortgage Note, at the time such costs are incurred.

15. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Mortgage Note and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

16. Mortgagor will, within sixty (60) days after the end of each fiscal year of Mortgagor (or if Mortgagor is a land trust, within sixty (60) days after the end of each fiscal year of the beneficiary of Mortgagor), and from time to time upon the written request of Mortgagee, deliver to Mortgagee reports of the rental income and expenses of the Mortgaged Premises in such reasonable detail as

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Mortgagee may require, executed by the responsible operating official of the Mortgaged Premises, and deliver financial statements of Mortgagor, as requested by Mortgagee. Any detail needed to explain said reports shall be furnished on request from Mortgagee including but not limited to copies of any leases, subleases and amendments or modifications thereto relating to the Mortgaged Premises. Mortgagor further agrees to furnish to Mortgagee financial statements in a form satisfactory to Mortgagee within ten (10) days of its request from time to time during the term of the loan. If Mortgagor shall at any time fail to furnish to Mortgagee any requested financial statement or report within said ten (10) day period, Mortgagor shall immediately upon demand by Mortgagee pay Mortgagee the amount of Five Hundred and 00/100 (\$500.00) Dollars in compensation for Mortgagee efforts to obtain said information.

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

18. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by Mortgagee to or of any breach or default by Mortgagor in the performance by Mortgagor of any obligations contained herein shall be deemed a consent to or waiver by Mortgagee of such performance in any other instance or any other obligation hereunder. The failure of Mortgagee to exercise either or both of its remedies to accelerate the maturity of the indebtedness secured hereby and/or to foreclose the lien hereof following any Event of Default hereunder, or to exercise any other remedy granted to Mortgagee hereunder or under applicable law in any one or more instances, or the acceptance by Mortgagee of partial payments of such indebtedness shall neither constitute a waiver of any such Event of Default or of Mortgagee's remedies hereunder or under applicable law nor establish, extend or affect any grace period for payments due under the Mortgage Note, but such remedies shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may at Mortgagee's option be rescinded by written acknowledgment to that effect by Mortgagee and shall not affect Mortgagee's right to accelerate maturity upon or after any future Event of Default.

19. It is a condition of Mortgagee's extension of credit to Mortgagor that the Junior Lender enter into a Subordination Agreement with Mortgagee, in substantially the form of that attached as **Exhibit B**, subordinating the security interest of Junior Lender in the Mortgaged Premises to the security interest of Mortgagee created hereby.

20. Mortgagor represents and agrees that the proceeds of the Mortgage Note will be used for business purposes and that the Mortgage Note and this Mortgage are exempt from limitations upon lawful interest, pursuant to the terms of 815 ILCS Section 205/4 of the Illinois Compiled Statutes.

21. If by the laws of the United States of America, or of any state having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Mortgage Note, Mortgagor shall pay such tax in the manner required by such law.

22. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or three (3) business days after mailing by United States certified

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mail, return receipt requested, first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagor or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions hereof.

23. This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; provided, however, that if any part hereof shall be prohibited by or invalid thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Mortgage.

24. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective representatives, successors and assigns of such parties, whether so expressed or not. In addition, all covenants, promises and agreements of Mortgagor herein shall be binding upon any other parties claiming any interest in the Mortgaged Premises under Mortgagor. If more than one party signs this instrument as Mortgagor, then the term "Mortgagor" as used herein shall mean all of such parties, jointly and severally. In addition, the term "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Mortgage Note or this Mortgage.

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(signatures on page following)



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**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**(TOTAL ASSEMBLAGE OF 28.268 ACRES)**

**PARCEL 1:**

A PARCEL OF LAND IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: MEASURED ALONG THE NORTH SECTION LINE FROM THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION A DISTANCE OF 150 FEET TO THE PLACE OF BEGINNING; THEN CONTINUE ALONG SAID SECTION LINE A DISTANCE SOUTH ALONG A LINE PARALLEL WITH AND 700 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION, 483 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE OF SECTION, 300 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF EAST 1/2 OF NORTHEAST 1/4 763.58 FEET TO THE NORTHWESTERLY RIGHT OF WAY, LINE OF ARCHER AVENUE, STATE AID ROUTE 4A, THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE 68.42 FEET TO A POINT ON A LINE 350 FEET EAST OF SAID WEST LINE OF EAST 1/2, NORTHEAST 1/4 OF SECTION 23, THENCE NORTH ON SAID LINE 810.28 FEET; THENCE WEST 200 FEET; THENCE NORTH 483 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 7.00 ACRES, MORE OR LESS.

**PARCEL 2:**

THAT PART OF LOT 5 IN CHRISTIAN BOE'S SUBDIVISION IN THE SOUTHEAST PART OF THE SOUTHEAST QUARTER OF SECTION 14 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 IN CHRISTIAN BOE'S SUBDIVISION AFORESAID, SAID CORNER BEING DISTANT SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 563.92 FEET FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE NORTH 01 DEGREES 58 MINUTES 42 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 392.45 FEET TO A POINT ON THE SOUTH LINE OF CHICAGO JOLIET ROAD AS WIDENED, THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST ALONG SAID SOUTH LINE 241.51 FEET TO AN ANGLE POINT IN SAID SOUTH LINE; THENCE SOUTH 79 DEGREES 18 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE 232.98 FEET TO A POINT DISTANT 101.94 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 5; THENCE SOUTH 00 DEGREES 08 MINUTES 20 SECONDS EAST 349.23 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 5, BEING ALSO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 2.63 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 707.20 FEET TO THE CENTERLINE OF A ROAD (ARCHER AVENUE); THENCE SOUTH 46 DEGREES 56 MINUTES 29 SECONDS WEST ALONG SAID CENTERLINE 478.61 FEET, MORE OR LESS TO A POINT WHICH IS 700.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 45.15 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ARCHER AVENUE (STATE AID ROUTE 4A HIGHWAY); THENCE SOUTH 45 DEGREES 28 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY LINE 149.04 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 189.48 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE, HAVING A RADIUS OF 1050.00 FEET CHORD BEARING SOUTH 53 DEGREES 14 MINUTES 32 SECONDS WEST 189.22 FEET; THENCE SOUTH 46 DEGREES 57 MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 57.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 763.53 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 300.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 483.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 136.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 15.563 ACRES, MORE OR LESS.

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**PARCEL 3:**

THE EAST 2 ACRES OF LOT 3 (EXCEPT THE WEST 20 FEET THEREOF) IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET TO THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 1 TO 5 OF BOE'S SUBDIVISION OF PART THEREOF) IN COOK COUNTY, ILLINOIS (EXCEPT PART TAKEN FOR HIGHWAY PURPOSES IN CHICAGO JOLIET ROAD) AND CONTAINING 1.556 ACRES, MORE OR LESS.

**PARCEL 4:**

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23 AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 150.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 150.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 483.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 200.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 810.33 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF ARCHER AVENUE (STATE ROUTE 4A HIGHWAY); THENCE SOUTH 46 DEGREES 57 MINUTES 48 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE 273.62 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 997.25 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 4.149 ACRES, MORE OR LESS.

PERMANENT INDEX # 22-14-402-003; 22-14-402-013; 22-23-203-003; 22-23-203-004; 22-23-203-008  
AFFECT THE ABOVE REFERENCED PARCELS 2, 3 & 4

Commonly known as 11250 Archer Avenue, Lemont, IL 60439

**EXHIBIT A**  
**(PAGE 2 OF 2)**



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## Exhibit B

### SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT is entered into as of November 6, 2009 (the "Subordination Agreement") by and among Stefano D. Marchetti, as Trustee under the Stefano D. Marchetti Self-Declaration of Trust, dated October 3, 2005, whose address is 14510 High Road, Lockport, IL 60441 (the "Junior Lender"), All In Capital Group, LLC, an Arizona limited liability company, whose address is 14275 N. 87<sup>th</sup> St, Suite 115, Scottsdale, AZ 85260 (the "Senior Lender"), and Lifescapes@Montefiori, LLC, an Illinois limited liability company, whose address is 11250 Archer Avenue, Lemont, IL 60439 (the "Borrower").

#### RECITALS:

A. Borrower is indebted to Junior Lender pursuant to that certain Promissory Note, dated November 6, 2009, having an original principal amount of Six Hundred Thousand Dollars (\$600,000) (the "Junior Note").

B. Junior Lender desires that Senior Lender extend and/or continue the extension of credit to Borrower from time to time as Senior Lender in its sole discretion may determine, and, as a condition to doing so, Senior Lender requires that the Junior Note be subordinated to the "Senior Debt" (as defined below) in the manner hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the extension and/or continued extension of credit by Senior Lender to Borrower, as Senior Lender may, in its sole discretion, determine, and for other good and valuable consideration to Junior Lender, the receipt and sufficiency of which are hereby acknowledged, Junior Lender and Borrower hereby agree with Senior Lender as follows:

#### AGREEMENTS:

##### 1. Subordination.

1.1 Junior Lender hereby subordinates the indebtedness evidenced by the Junior Note, and any and all other indebtedness now or at any time hereafter owing by Borrower to Junior Lender, including without limitation, all interest thereon, as well as pre-petition and post-petition interest, fees and expenses and any other charges, and any refinancings thereof (collectively, the "Junior Debt") to any and all indebtedness now or at any time hereafter owing by Borrower to Senior Lender, including, but not limited to, all interest thereon, as well as pre-petition and post-petition interest, fees, expenses and all other demands, claims, liabilities or causes of action for which Borrower may now or at any time hereafter in any way be liable to Senior Lender, whether under any agreement, instrument or document executed and delivered or made by Borrower to Senior Lender or otherwise, including any refinancings thereof (collectively, the "Senior Debt").

1.2 Junior Lender hereby subordinates all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which in any way secure the payment of the Junior Debt (the "Junior Lender's Collateral") to all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which in any way secure the payment of the Senior Debt (the "Senior Lender's Collateral").



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## Exhibit B

1.3 Junior Lender shall not take any action to enforce any of its liens on Junior Lender's Collateral, and shall not ask for or receive from Borrower or any other person or entity any security for the Junior Debt not specifically granted by the Junior Note.

1.4 Junior Lender agrees it shall have no right to possession of any assets included in Junior Lender's Collateral or in Senior Lender's Collateral, whether by judicial action or otherwise.

1.5 Junior Lender agrees to instruct Borrower not to pay, and agrees not to accept payment of, or assert, demand, sue for or seek to enforce against Borrower or any other person or entity, by setoff or otherwise, all or any portion of the Junior Debt with the exception that Borrower may pay accrued interest on the Junior Note at a per annum rate of interest not in excess of the rate in effect from time to time under the Junior Note (which rate may not be increased without the prior written consent of the Bank) together with principal payments at the times and in the amounts as currently required under the Junior Note; provided, however, that Borrower shall not pay, and Junior Lender shall not accept, any payments of the Junior Debt following the occurrence of an event of default under any of the loan documents evidencing the Senior Debt.

1.6 Junior Lender hereby subrogates to Senior Lender all of Junior Lender's right, title and interest in and to the Junior Debt and Junior Lender's Collateral, and hereby irrevocably authorizes Senior Lender (i) to collect, receive, enforce and accept any and all sums or distributions of any kind, whether cash, securities or other property, that may become due, payable or distributable on or in respect of the Junior Debt or Junior Lender's Collateral, whether paid directly by Borrower or paid or distributed in any liquidation, bankruptcy, arrangement, receivership, assignment, reorganization or dissolution proceedings or otherwise, and (ii) in Senior Lender's sole discretion, to make, present and vote claims therefor in, and take such other actions as Senior Lender deems necessary or advisable in connection with, any such proceedings, either in Senior Lender's name or in the name of Junior Lender, including, but not limited to, any election in any proceeding instituted under Chapter 11 of Title 11 of United States Code (11 U.S.C. § 101 et. seq.) (the "Bankruptcy Code"), and agrees that, upon the request of Senior Lender, it will promptly assign, endorse and deliver to and deposit with Senior Lender all agreements, instruments and documents evidencing the Junior Debt, including without limitation the Junior Note.

1.7 Junior Lender hereby agrees that all agreements, instruments and documents evidencing the Junior Debt, including without limitation the Junior Note and Junior Lender's Collateral, will be endorsed with proper notice of this Subordination Agreement as follows:

"This Promissory Note or other instrument is subordinated to all indebtedness now or hereafter owing by the maker to All In Capital Group, LLC, as provided in that certain Subordination Agreement dated as of November 6, 2009."

Junior Lender will promptly deliver to Senior Lender a certified copy of the Junior Note, as well as certified copies of all other agreements, instruments and documents hereafter evidencing any Junior Debt, in each case showing such endorsement.

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## Exhibit B

1.8 Junior Lender agrees to receive and hold in trust for and promptly turn over to Senior Lender, in the form received (except for the endorsement or assignment by Junior Lender where necessary), any sums at any time paid to, or received by, Junior Lender in violation of the terms of this Subordination Agreement, and to reimburse Senior Lender for all costs, including reasonable attorneys' fees, incurred by Senior Lender in the course of collecting said sums should Junior Lender fail to voluntarily turn the same over to Senior Lender as herein required.

1.9 Junior Lender hereby irrevocably makes, constitutes and appoints Senior Lender (and any officer of Senior Lender or any person designated by Senior Lender for that purpose) as Junior Lender's true and lawful proxy and attorney-in-fact (and agent-in-fact) in the name, place and stead of Junior Lender, with full power of substitution, to (i) take any and all actions as are permitted in this Subordination Agreement, (ii) execute such financing statements and other documents and to do such other acts as Senior Lender may require to perfect and preserve the Senior Debt and Senior Lender's Collateral, and (iii) carry out any remedy provided for in this Subordination Agreement. Junior Lender hereby acknowledges that the constitution and appointment of such proxy and attorney-in-fact are coupled with an interest and are irrevocable. Junior Lender hereby ratifies and confirms all that said attorney-in-fact may do or cause to be done by virtue of any provision of this Subordination Agreement.

1.10 Junior Lender agrees that it shall not modify or amend any agreement, instrument or document evidencing or securing the Junior Debt, including without limitation the Junior Note, without the prior written consent of Senior Lender.

### 2. Representations.

2.1 Junior Lender represents and warrants to Senior Lender that Junior Lender has not assigned or otherwise transferred the Junior Debt or Junior Lender's Collateral, or any interest therein to any person, firm or entity, and that Junior Lender will make no such assignment or other transfer thereof.

2.2 Junior Lender represents and warrants to Senior Lender that no default or other event which, with the lapse of time, the giving of notice or both, would constitute a default under the Junior Debt or any instrument evidencing or securing the Junior Debt, has occurred and is continuing (a "Junior Debt Default"), and Junior Lender further agrees to promptly provide Senior Lender with written notice of any Junior Debt Default.

2.3 Junior Lender represents and warrants to Senior Lender that the outstanding amount of the Junior Debt evidenced by the Junior Note as of the date of this Subordination Agreement is Five Hundred Thousand Dollars (\$500,000.00).

### 3. Additional Junior Lender and Borrower Agreements.

3.1 Modifications of Senior Debt. Junior Lender agrees that Senior Lender, at any time and from time to time hereafter, may enter into such agreements with Borrower as Senior Lender may deem proper extending the time of payment of or renewing or otherwise altering the terms of all or any of the Senior Debt or affecting any of Senior Lender's Collateral, and may sell or surrender or otherwise deal with any of Senior Lender's Collateral, and may

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## Exhibit B

release any balance of funds of Borrower with Senior Lender, without notice to Junior Lender and without in any way impairing or affecting this Subordination Agreement.

3.2 Continuing Agreement. This Subordination Agreement shall be irrevocable and shall constitute a continuing agreement of subordination and shall be binding on Junior Lender and its heirs, personal representatives, successors and assigns, and shall inure to the benefit of Senior Lender, its successors and assigns until Senior Lender has, in writing, notified Junior Lender that all of the Senior Debt has been paid in full and all obligations arising in connection therewith have been discharged. Senior Lender may continue, without notice to Junior Lender, to lend monies, extend credit and make other accommodations to or for the account of Borrower on the faith hereof. Junior Lender hereby agrees that all payments received by Senior Lender may be applied, reversed, and reapplied, in whole or in part, to any of the Senior Debt, without impairing or affecting this Subordination Agreement.

3.3 Waiver In Writing. No waiver shall be deemed to be made by Senior Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of Senior Lender, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of Senior Lender or the obligations of Junior Lender to Senior Lender in any other respect at any other time.

3.4 Choice Of Law. This Subordination Agreement shall be governed and controlled by the internal laws of the State of Illinois.

3.5 Further Assurances. Junior Lender and Borrower each agree to execute such instruments and take such other and further actions from and after the date hereof for the duration of this Subordination Agreement promptly upon the request of Senior Lender.

3.6 No Senior Lender Liability to Junior Lender. Junior Lender agrees that Senior Lender shall have no liability to Junior Lender, and in particular, Junior Lender hereby waives any claim which it may now or hereafter have against Senior Lender arising out of (i) any and all actions which Senior Lender takes or omits to take (including without limitation actions with respect to the creation, perfection or continuation of liens or security interests in any existing or future Senior Lender's Collateral, actions with respect to the occurrence of an event of default under any documents, instruments or agreements evidencing the Senior Debt, actions with respect to the foreclosure upon, sale, release, or depreciation of, or failure to realize upon, any of Senior Lender's Collateral, and actions with respect to the collection of any claim for all or any part of the Senior Debt from any account debtor, guarantor or other person or entity) with respect to the documents, instruments and agreements evidencing the Senior Debt or to the collection of the Senior Debt or the valuation, use, protection or release of Senior Lender's Collateral, (ii) at Senior Lender's election (whether on behalf of Senior Lender or Junior Lender), any proceeding instituted under the Bankruptcy Code, and/or (iii) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by Borrower as debtor-in-possession.

3.7 Junior Lender Waiver of Notice and Waiver of Reliance. Junior Lender expressly waives all notice of the acceptance by Senior Lender of the subordination and other

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## Exhibit B

provisions of this Subordination Agreement and all notices not specifically required pursuant to the terms of this Subordination Agreement, and Junior Lender expressly waives reliance by Senior Lender upon the subordination and other provisions of this Subordination Agreement as herein provided.

3.8 No Senior Lender Duty to Inform Junior Lender. Junior Lender hereby assumes responsibility for keeping itself informed of the financial condition of Borrower, any and all endorsers and any and all guarantors of the Senior Debt and the Junior Debt, and of all other circumstances bearing upon the risk of nonpayment of the Senior Debt and the Junior Debt that diligent inquiry would reveal, and Junior Lender hereby agrees that Senior Lender shall have no duty to advise Junior Lender of information that may be known to Senior Lender regarding such condition or any such circumstances or to undertake any investigation. If Senior Lender, in its sole discretion, undertakes, at any time or from time to time, to provide any information of the type described herein to Junior Lender, Senior Lender shall be under no obligation to subsequently update any such information or to provide any such information to Junior Lender on any subsequent occasion.

3.09 No Marshalling. Junior Lender, on its own behalf and on behalf of its successors and assigns, hereby expressly waives all rights, if any, to require a marshalling of the Borrower's assets by Senior Lender or to require that Senior Lender first resort to some or any portion of any collateral for the Senior Debt before foreclosing upon, selling or otherwise realizing on any other portion thereof.

3.10 Reinstatement. To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Debt for the benefit of Borrower, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then, to the extent of such payment or proceeds received and not retained by Senior Lender, Junior Lender's obligations intended to be satisfied thereby and this Subordination Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Junior Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any payments received by Junior Lender after such invalidated, rescinded or returned payment was originally made.

3.11. FORUM. TO INDUCE SENIOR LENDER TO ACCEPT THIS SUBORDINATION AGREEMENT, JUNIOR LENDER IRREVOCABLY AGREES THAT, SUBJECT TO SENIOR LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS SUBORDINATION AGREEMENT SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. JUNIOR LENDER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. JUNIOR LENDER HEREBY IRREVOCABLY APPOINTS AND DESIGNATES THE SECRETARY OF STATE OF ILLINOIS, WHOSE ADDRESS IS SPRINGFIELD, ILLINOIS (OR ANY OTHER PERSON HAVING AND MAINTAINING A PLACE OF BUSINESS IN SUCH STATE WHOM THE JUNIOR LENDER MAY FROM TIME TO TIME

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## Exhibit B

HEREAFTER DESIGNATE UPON TEN (10) DAYS WRITTEN NOTICE TO SENIOR LENDER AND WHO SENIOR LENDER HAS AGREED IN ITS SOLE DISCRETION IN WRITING IS SATISFACTORY AND WHO HAS EXECUTED AN AGREEMENT IN FORM AND SUBSTANCE SATISFACTORY TO SENIOR LENDER AGREEING TO ACT AS SUCH ATTORNEY AND AGENT), AS JUNIOR LENDER'S TRUE AND LAWFUL ATTORNEY AND DULY AUTHORIZED AGENT FOR ACCEPTANCE OF SERVICE OF LEGAL PROCESS. JUNIOR LENDER AGREES THAT SERVICE OF SUCH PROCESS UPON SUCH PERSON SHALL CONSTITUTE PERSONAL SERVICE OF SUCH PROCESS UPON JUNIOR LENDER. JUNIOR LENDER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST JUNIOR LENDER BY SENIOR LENDER IN ACCORDANCE WITH THIS PARAGRAPH

#### 4. Additional Borrower Agreements.

4.1 Borrower hereby agrees that until all Senior Debt has been paid in full and all obligations arising in connection therewith have been satisfied, Borrower will make no payments or distributions contrary to the provisions hereof, and will do every other thing necessary to carry out such provisions. Borrower will give Senior Lender immediate notice of any suit or action brought or taken in violation of this Subordination Agreement.

4.2 Borrower represents and warrants to Senior Lender that no Junior Debt Default exists and agrees to promptly provide Senior Lender with written notice of any Junior Debt Default.

4.3 In the event of any violation of any of the provisions of this Subordination Agreement, at the election of Senior Lender, any and all obligations of Borrower to Senior Lender shall immediately become due and payable and any and all agreements of Senior Lender to make loans, advances or other financial accommodations to Borrower shall immediately terminate, notwithstanding any provision hereof to the contrary.

**(signatures on page following)**

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Exhibit B

IN WITNESS WHEREOF, Junior Lender, Senior Lender and Borrower have executed this Subordination Agreement as of the date set forth above.

**JUNIOR LENDER:**

Stefano D. Marchetti, as Trustee under the Stefano D. Marchetti Self-Declaration of Trust dtd 10/3/05

By: \_\_\_\_\_

**SENIOR LENDER:**

**ALL IN CAPITAL GROUP, LLC**  
An Arizona limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BORROWER'S CONSENT**

Borrower hereby consents to the foregoing Subordination Agreement and the terms thereof, and agrees to abide thereby and to keep, observe and perform the several matters and things therein intended to be kept, observed and performed by it, and specifically agrees not to make any payments contrary to the intention and terms of the Subordination Agreement.

A breach on the part of Borrower of any of the terms or conditions contained in the Subordination Agreement shall constitute a default in any and all of the Senior Debt.

Signed and delivered by Borrower as of November 6, 2009.

**BORROWER:**

**LIFESCAPES@MONTEFIORI, LLC**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_