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1108841110

Doc#: 1108841110 Fee: \$106.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/29/2011 04:10 PM Pg: 1 of 36

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 12-16-402-042-0000

Address:

Street: 9800 Irving Park Road

Street line 2:

City: Schiller Park

State: IL

ZIP Code: 60176

Lender: ING USA Annuity and Life Insurance Company

Borrower: Schiller Park Investments LLC

Loan / Mortgage Amount: \$57,730,521.18

This property is located within the program area and is exempt from the requirements of 765 ILCS 77170 et seq. because it is commercial property.

Certificate number: 4973EDC8-0AE7-4066-A646-F06CE9C4E51D

Execution date: 03/25/2011

4/9
JFE D-1 8823537

Property of Cook County Clerk's Office

M. G. R.

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Loan Nos. 28354, 28355, 28356, 28357, 28358, 28359
28360, 28361, 28362, 28363, 28364, 28365,
28366, 28367, 28368, 28369, 28370, 28371,
28372, 28373, 28374, 28375, and 28376

49
0-1 JP 8823537

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

REED SMITH LLP
136 Main Street Suite 250
Princeton, New Jersey 08540
Attn.: Christopher J. Maurer, Esq.

(Space Above For Recorder's Use)

**SECOND MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND
FIXTURE FILING (9800 IRVING PARK ROAD PROPERTY)**

NAME OF MORTGAGOR SCHILLER PARK INVESTMENTS LLC, a Michigan limited liability company

NAME OF LENDER: ING USA ANNUITY AND LIFE INSURANCE COMPANY, an Iowa corporation

ABBREVIATED LEGAL DESCRIPTION: 9800 Irving Park Road, in the Village of Schiller Park, County of Cook, and State of Illinois consisting of approximately 1.03± acres of land presently improved with a 13,742± square foot Walgreens Pharmacy.

Additional legal description is on Exhibit "A" of this document.

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**THIS SECOND MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND
 FIXTURE FILING (9800 IRVING PARK ROAD PROPERTY) SECURES A NOTE WHICH
 PROVIDES FOR A FIXED RATE OF INTEREST**

**SECOND MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT
 AND FIXTURE FILING (9800 IRVING PARK ROAD PROPERTY)**

**THIS SECOND MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT
 AND FIXTURE FILING (9800 Irving Park Road Property)** (hereinafter, as it may be from time to
 time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as this
 “Mortgage”) is made this 25th day of March, 2011 by **SCHILLER PARK INVESTMENTS LLC**, a
 Michigan limited liability company (hereinafter referred to as the “Mortgagor”), having a mailing address
 c/o D&F Investments, 28777 Northwestern Highway, Suite 100, Southfield, Michigan 48034, to and for
 the benefit of **ING USA ANNUITY AND LIFE INSURANCE COMPANY**, an Iowa corporation
 (hereinafter referred to as the “Mortgagee”) with the mailing address of c/o ING Investment Management
 LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349.

WITNESSETH:

WHEREAS, the Mortgagee has agreed to make certain “Loans” (as such term is defined in the
 “Non-Recourse Guaranty”, described below) to the “Borrowers” (as such term is defined in the “Non-
 Recourse Guaranty” described below); and

WHEREAS, the Mortgagor is an affiliate of each of the Borrowers and, thus, has an economic
 interest, whether direct or indirect, in each of the Borrowers; and

WHEREAS, as an inducement to the Mortgagee to make the Loans available to the Borrowers,
 the Mortgagor has executed that certain Non-Recourse Guaranty (Schiller Park Investments LLC) dated
 of even date herewith in favor of the Mortgagee (hereinafter, as it may be from time to time amended,
 modified, extended, renewed, substituted, and/or supplemented, referred to as the “Non-Recourse
 Guaranty”) pursuant to which the Mortgagor has guaranteed certain obligations of the Borrowers in
 connection with the Loans; and

WHEREAS, defined terms used but not expressly defined herein shall have the same meanings
 when used herein as set forth in the Non-Recourse Guaranty; and

WHEREAS, as a further inducement to the Mortgagee to make the Loans available to the
 Borrowers, the Mortgagor desires to secure the payment of the “Guaranteed Obligations” (as such term is
 defined in the Non-Recourse Guaranty) and the performance of all of its obligations under the Non-
 Recourse Guaranty in accordance with the terms, conditions, and provisions of this Mortgage.

NOW, THEREFORE, the Mortgagor, to secure (i) the payment and performance of the
 Guaranteed Obligations, and (ii) the performance of the covenants and agreements to be performed by the
 Mortgagor and contained herein, in the Non-Recourse Guaranty, and in the other documents executed in
 connection herewith and therewith, for good and valuable consideration in hand paid, the receipt and
 sufficiency whereof are hereby acknowledged, and intending to be legally bound, hereby agrees and
 covenants as follows:

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1. **Granting Clauses.** The Mortgagor hereby irrevocably and absolutely does by these presents GRANT AND CONVEY, MORTGAGE AND WARRANT, SET OVER, TRANSFER, ASSIGN, BARGAIN AND SELL to the Mortgagee, its successors and assigns, with all powers of sale (if any) and all statutory rights under the laws of the State of Illinois, and grants to the Mortgagee a security interest in and to, all of the Mortgagor's present and hereafter acquired estate, rights, title, and interests, if any, in, to, and under the following (hereinafter collectively referred to as the "Premises"):

(a) That certain real property situated in Cook County, Illinois, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Land") together with all buildings, structures and improvements now or hereafter erected on the Land, together with all fixtures and items that are to become fixtures thereto (hereinafter collectively referred to as the "Improvements"); and

(b) All and singular the easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appendages, hereditaments, and appurtenances and other rights and privileges attached or belonging to the Land or Improvements or in any way appertaining thereto, whether now or in the future, and all the rents, issues and profits from the Land or Improvements; and

(c) The land lying within any street, alley, avenue, roadway or right-of-way open or proposed or hereafter vacated in front of or adjoining the Land; and all right, title and interest, if any, of Mortgagor in and to any strips and gores adjoining the Land; and

(d) All machinery, apparatus, equipment, goods, systems, building materials, carpeting, furnishings, fixtures, fittings, furniture (to the extent owned by the Mortgagor), and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Land or Improvements, or any part thereof, or used or usable in connection with any construction on or any present or future operation of the Land or Improvements, now owned or hereafter acquired by the Mortgagor, including, but without limiting the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, electrical, fuel, garbage, sanitary drainage, dust removal, refuse or garbage, fire extinguishing, plumbing, cleaning, telephone, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all cranes and craneways, oil storage, sprinkler/fire protection and water service equipment; and also including any of such property stored on the Land or Improvements or in warehouses and intended to be used in connection with or incorporated into the Land or Improvements or for the pursuit of any other activity in which the Mortgagor may be engaged on the Land or Improvements, and including without limitation all tools, musical instruments and systems, audio or video equipment, cabinets, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other window and floor coverings, decorative fixtures, plants, cleaning apparatus, and cleaning equipment, refrigeration equipment, cables, computers and computer equipment, software, books, supplies, kitchen equipment, appliances, tractors, lawn mowers, ground sweepers and tools, swimming pools, whirlpools, recreational or play equipment together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, and property are a part of the Improvements and are declared to be a portion of the security for the Guaranteed Obligations (whether in single units or centrally controlled, and whether physically attached to said real estate or not), excluding, however, (i) personal property owned by tenants of the Land or Improvements, and (ii) personal property owned by any affiliate of the Mortgagor any of the foregoing (other than the Borrowers), and not used or needed for the operation or maintenance of the Premises; and

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(e) Any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Land or Improvements or other properties described above as a result of: (i) the exercise of the right of eminent domain or action in lieu thereof; or (ii) the alteration of the grade of any street; or (iii) any fire, casualty, accident, damage or other injury to or decrease in the value of the Land or Improvements or other properties described above, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Mortgagor or the Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagor or the Mortgagee in connection with the collection of such award or payment. The Mortgagor hereby covenants and agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such award or payment.

The parties intend the definition of Premises to be broadly construed and in the case of doubt as to whether a particular item is to be included in the definition of Premises, the doubt should be resolved in favor of inclusion.

TO HAVE AND TO HOLD the Premises with all rights, privileges and appurtenances thereunto belonging, and all income, rents, royalties, revenues, issues, profits and proceeds therefrom, unto the Mortgagee, its successors and assigns, forever, for the uses and purposes herein expressed.

THIS MORTGAGE IS GIVEN TO SECURE: Payment and performance of the Guaranteed Obligations; payment of such additional sums with interest thereon which may hereafter be loaned to the Mortgagor by the Mortgagee pursuant to the Non-Recourse Guaranty, this Mortgage, or otherwise advanced under the other documents executed in connection herewith or therewith, including, without limitation, advances made by the Mortgagee to protect the Premises or the lien of this Mortgage or to pay taxes, assessments, insurance premiums, and all other amounts that the Mortgagor has agreed to pay pursuant to the provisions hereof or that the Mortgagee has incurred by reason of the occurrence of an "Event of Default" (as such term is hereinafter defined), including, without limitation, advances made to enable the completion of the Improvements or any restoration thereof, even though the aggregate amount outstanding at any time may exceed the aggregate original principal balance of the Loans as stated herein, and every other agreement, document, and instrument to which reference is expressly made in this Mortgage or which at any time evidences or secures the Guaranteed Obligations. The Mortgagor hereby warrants that the Mortgagor has good and marketable title to the Premises, is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Mortgagor will forever warrant and defend the title to the Premises unto the Mortgagee against the claims of all persons whomsoever; and that the Premises is unencumbered except as set forth on the Mortgagee's title insurance policy dated on or about even date herewith regarding such Premises. The maximum amount included within the Indebtedness secured hereby shall not exceed the sum of Fifty-Seven Million Seven Hundred Thirty Thousand Five Hundred Twenty-One and 18/100 (\$57,730,521.18) Dollars.

2. **Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc.** The Mortgagor shall: (a) promptly repair, restore or rebuild the Improvements now or hereafter on the Premises which may become damaged or be destroyed, such Improvements to be of at least equal value and substantially the same character as prior to such damage or destruction; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien (except the lien of current general taxes duly levied and assessed but not yet due and payable); (c) immediately pay when due or within any applicable grace period any indebtedness which may be secured

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by a lien or charge on the Premises (no such lien, except for current general taxes duly levied and assessed but not yet payable, to be permitted hereunder), and upon request exhibit satisfactory evidence to the Mortgagee of the discharge of such lien; (d) complete within a reasonable time any Improvements now or at any time in process of erection upon the Land; (e) comply with all requirements of law (including, without limitation, pollution control and environmental protection laws and laws relating to the accommodation of persons with disabilities), ordinance or other governmental regulation in effect from time to time affecting the Premises and the use thereof, and covenants, easements and restrictions of record with respect to the Premises and the use thereof; (f) make no material alterations in the Premises (except for non-structural alterations made in the ordinary course of maintenance of the Premises in accordance with reasonable commercial standards, or alterations pursuant to either a lease that has been approved by the Mortgagee or which does not require such approval); (g) suffer or permit no material change in the general nature of the use of the Premises, without the Mortgagee's prior express written consent; (h) initiate or acquiesce in no zoning reclassification or variance with respect to the Premises without the Mortgagee's prior express written consent; and (i) pay the Guaranteed Obligations when due according to the terms hereof or of the Non-Recourse Guaranty.

3. **Payment of Taxes.** The Mortgagor shall pay, prior to delinquency, all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Premises or any interest therein. The Mortgagor shall also pay, prior to delinquency, all taxes, assessments, levies and charges imposed by any public authority upon the Mortgagee by reason of its interest in any obligation of the Mortgagor secured hereby or in the Premises, or by reason of any payment made to the Mortgagee pursuant to any obligation of the Mortgagor secured hereby; provided, however the Mortgagor shall have no obligation to pay taxes which may be imposed from time to time upon the Mortgagee and which are measured by and imposed upon the Mortgagee's net income.

4. **Tax Deposits.** Unless otherwise agreed in writing by the Mortgagee, the Mortgagor hereby covenants and agrees to deposit with such depository as the Mortgagee from time to time may in writing appoint, and in the absence of such appointment, then at the office of the Mortgagee, c/o ING Investment Management LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349, Attention: Mortgage Loan Servicing Department, commencing on the date hereof and on the first day of each month hereafter until the Guaranteed Obligations are fully paid, a sum equal to one-twelfth (1/12th) of the last total annual taxes and assessments (including, without limitation, *ad valorem* taxes) for the last ascertainable year (if the current year's taxes and assessments are not yet ascertainable) (general and special) on the Premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed or to be constructed, in which event the amount of such deposits shall be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). Such deposits are to be held without any allowance of interest (unless applicable law requires otherwise) and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. Upon demand by such depository, the Mortgagor shall deliver and pay over to such depository from time to time such additional sums or such additional security as are necessary to make up any deficiency in the amount necessary to enable such depository to fully pay any of the items hereinabove mentioned as they become payable. If the funds so deposited exceed the amount required to pay such items hereinabove mentioned for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee or such depository.

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If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment, or imposition upon or for any other property not covered by the lien of this Mortgage, then the computation of any amount to be deposited under this Paragraph 4 shall be based upon the entire amount of such taxes or assessments, and the Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

5. **Mortgagee's Interest In and Use of Deposits.** Upon the occurrence of an Event of Default, the Mortgagee may, at its option and without being required to do so, apply any monies at the time on deposit pursuant to Paragraphs 4 and 7 hereof, on any of the Mortgagor's obligations herein or in the Non-Recourse Guaranty or any of the documents executed in connection herewith or therewith contained, in such order and manner as the Mortgagee may elect. When the Guaranteed Obligations have been fully paid, any remaining deposits shall be paid to the Mortgagor. A security interest within the meaning of the Illinois Uniform Commercial Code, as in effect from time to time (hereinafter referred to as the "UCC") is hereby granted to the Mortgagee in and to any monies at any time on deposit pursuant to Paragraphs 4 and 7 hereof and such monies and all of the Mortgagor's rights, title, and interests therein are hereby assigned to the Mortgagee, all as additional security for the Guaranteed Obligations and shall, in the absence of the occurrence of an Event of Default, be applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that neither the Mortgagee nor said depository shall be liable for any failure to apply to the payment of taxes and assessments and insurance premiums any amount so deposited. Neither the Mortgagee nor any depository hereunder shall be liable for any act or omission taken in good faith or pursuant to the instruction of any party but only for its willful misconduct. The Mortgagor hereby covenants and agrees to cooperate with the Mortgagee in executing a control agreement, reasonably acceptable to the Mortgagee, if necessary, with the depository chosen to manage the deposit account envisioned by Paragraphs 4 and 7 hereof for the purpose of perfecting the security interest in said account.

6. **Insurance.**

(a) Until the Guaranteed Obligations are fully paid, the Improvements and all fixtures, equipment, and property therein contained or installed shall be kept unceasingly insured against loss and damage by such hazards, casualties and contingencies in such amounts and for such periods as may from time to time be required by the Mortgagee. The Mortgagee hereby acknowledges that the insurance delivered to the Mortgagee by the Mortgagor as of the date of this Mortgage is acceptable to the Mortgagee in terms of types and amounts of insurance. All insurance shall be written in policies, and by insurance companies, approved by the Mortgagee, which approval shall not be unreasonably withheld so long as an A.M. Best Key Rating Guide Class of at least A XII is maintained and the policy otherwise conforms to the terms hereof. No policy of insurance shall contain a co-insurance clause or other clause limiting the amount of coverage under any conditions. All policies of insurance and renewals thereof shall contain standard noncontributory mortgagee loss payable clauses to the Mortgagee and any participating lender and shall provide for at least thirty (30) days prior written notice of cancellation, termination, modification, or non-renewal to the Mortgagee, as well as a waiver of subrogation endorsement, all as required by the Mortgagee, in form and content acceptable to the Mortgagee. Original Acord 27 (as to the property insurance only) and Acord 25 (as to the liability insurance only) certificates of insurance with respect to such policies shall be delivered to the Mortgagee, together with evidence that all premiums with respect thereto have been fully paid, at least thirty (30) days prior to the expiration of the existing policies until all sums hereby secured are fully paid. The Mortgagee and any participating lender shall be named as first loss payee/mortgagee, as to any property or casualty insurance

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policies, and as additional insured, as to any liability insurance policies. The Mortgagor covenants and agrees to pay promptly when due all premiums for said insurance while the Non-Recourse Guaranty is outstanding. Upon request by the Mortgagee, the Mortgagor shall furnish the Mortgagee evidence of the replacement cost of the Improvements. In case of a sale pursuant to a foreclosure of this Mortgage or other transfer of title to the Premises and extinguishment of the Guaranteed Obligations, complete title to all policies, other than liability insurance policies, held by the Mortgagee and all prepaid or unearned premiums thereon shall pass to and vest in the purchaser or grantee. The Mortgagee shall not by reason of accepting, rejecting, approving or obtaining insurance incur any liability for payment of losses.

(b) Without in any way limiting the generality of the foregoing, the Mortgagor covenants and agrees to maintain insurance coverage on the Premises (which insurance may be part of an umbrella and/or master insurance policy) which shall include: (i) "special form" coverage physical hazard insurance (including vandalism and malicious mischief) for an amount equal to one hundred percent (100%) of the full replacement cost of the Improvements, written on a replacement cost basis and with a replacement cost endorsement (without depreciation), an increased cost of construction endorsement, and an agreed amount endorsement and containing a mortgagee/lender loss payee clause in the Mortgagee's favor; and if at any time a dispute arises with respect to replacement cost, the Mortgagor agrees to provide at the Mortgagor's expense, an insurance appraisal prepared by an insurance appraiser approved by the Mortgagee, establishing the full replacement cost in a manner satisfactory to the insurance carrier; (ii) rental interruption insurance insuring against loss arising out of the perils insured against in the policy or policies referred to in clause (i) above, in an amount equal to not less than gross revenue from the Premises for twelve (12) months from the operation and rental of all Improvements now or hereafter forming part of the Premises, based upon the actual occupancy of such Improvements immediately prior to the occurrence of any peril insured against in the policy or policies referred to in clause (i) above, less any allocable charges and expenses which do not continue during the period of restoration and naming the Mortgagee in a standard mortgagee loss payable clause thereunder; (iii) comprehensive general public liability and property damage insurance with a broad form coverage endorsement for an amount as required from time to time by the Mortgagee; (iv) flood insurance whenever in the Mortgagee's sole judgment such protection is necessary and is available and in such case in an amount acceptable to the Mortgagee and naming the Mortgagee as the loss payee thereunder; (v) insurance covering pressure vessels, pressure piping and machinery, if any, and all major components of any centralized heating or air-conditioning systems located in the Improvements, in an amount satisfactory to the Mortgagee, such policies also to insure against physical damage to such buildings and improvements arising out of peril covered thereunder; (vi) earthquake insurance, if required by the Mortgagee; and (vii) such other insurance that may be reasonably required from time to time by the Mortgagee.

(c) The Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder.

(d) Notwithstanding the foregoing to the contrary, the Mortgagee hereby acknowledges that the Premises is currently leased to a single tenant and that the insurance requirements as set forth in such lease are satisfactory to the Mortgagee for the purposes of this Paragraph 6; provided, however, that in the event any federal, state, or local laws or any rules, regulations, and/or requirements applicable to the Mortgagee and effective after the date hereof require that the Mortgagor or the tenant under such lease carry or provide additional types and/or amounts of insurance, the Mortgagee hereby reserves the right to require that the Mortgagor or such tenant provide such additional types and/or amounts of insurance as may be reasonably required by the Mortgagee. In the event said lease is terminated, the insurance requirements as set forth in this Paragraph 6 shall immediately become applicable.

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7. **Insurance Premium Deposits.** Unless otherwise agreed to in writing by the Mortgagee, it is further covenanted and agreed that for the purpose of providing funds with which to pay the premiums as the same become due on the policies of insurance as herein covenanted to be furnished by the Mortgagor, the Mortgagor shall deposit with the Mortgagee or the depository referred to in Paragraph 4 hereof on the date of disbursement of the proceeds of the Loans and on the first day of each month following the month in which said disbursement occurred, an amount equal to the annual premiums that will next become due and payable on such policies less any amount then on deposit with the Mortgagee or such depository divided by the number of months to elapse thirty (30) days prior to the date when such premiums become delinquent. No interest shall be allowed to the Mortgagor on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart from any other funds of the Mortgagee or such depository.

8. **Adjustment of Losses with Insurer and Application of Proceeds of Insurance.**

(a) In case of loss or damage by fire or other casualty, the Mortgagor shall immediately give the Mortgagee and the insurance companies that have insured against such risks written notice of such occurrence.

(b) In case of loss or damage by fire or other casualty, the Mortgagor shall, if no Event of Default then exists, have the sole and exclusive right to settle, compromise, or adjust any claim under, and receive, for the purpose of rebuilding and restoration, the proceeds arising from any and all losses payable under, insurance policies to the extent the amount thereof does not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars (hereinafter referred to as the "Threshold Amount"), and all claims for losses in excess of said Threshold Amount shall be settled, compromised, or adjusted only with the mutual agreement of the Mortgagor and the Mortgagee and the proceeds paid as hereinafter provided. In the event insurance proceeds in excess of the Threshold Amount are payable or if an Event of Default exists, then, in either of such events, the Mortgagee is hereby authorized to collect and receive any such insurance proceeds. Insurance proceeds collected by the Mortgagee as aforesaid, after deducting therefrom any reasonable expenses incurred in the collection thereof, shall, if requested by the Mortgagor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to the Mortgagor for the purpose of paying the cost of rebuilding or restoring of the Improvements if (i) the rebuilding and restoring of the Improvements on the Premises to that condition which, in all material respects, existed immediately prior to the damage or loss is permissible under then current state and local laws, ordinances, and regulations, (ii) the insurance proceeds, together with any self-insured retention and all other funds which are provided by the Mortgagor, are sufficient to restore the Premises, (iii) there will be no reduction in income from the Premises following the completion of such restoration or rebuilding; (iv) no Event of Default then exists, and no circumstance or condition exists that would constitute an Event of Default upon the giving of notice or the passage of time, or both; and (v) if any lease for the Premises permits the tenant thereunder to terminate said lease as a result of said casualty, such tenant shall confirm that, notwithstanding any term, condition, or provision of its lease with the Mortgagor to the contrary, such lease will continue in full force and effect following any such rebuilding or restoration. In the event that the Mortgagee makes said proceeds available to the Mortgagor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may reasonably require to assure proper application of such proceeds. In the event such insurance proceeds are made available by the Mortgagee, the Mortgagor shall pay all costs incurred by the Mortgagee in connection with the application of such insurance proceeds (including, but not limited to, reasonable costs

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incurred by the Mortgagee, and a title company or agent approved by the Mortgagee in overseeing the disbursement of such insurance proceeds). The Improvements shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or restoring of such Improvements exceeds the Threshold Amount, then insurance proceeds shall not be made available to the Mortgagor unless and until the Mortgagee has approved plans and specifications for the proposed rebuilding and restoration, which approval shall not be unreasonably withheld. If the proceeds are to be made available by the Mortgagee to the Mortgagor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Premises shall, at the option of the Mortgagee, be applied on account of the Guaranteed Obligations or be paid to any party entitled thereto under such conditions as the Mortgagee may reasonably require. No interest shall be allowed to the Mortgagor on any proceeds of insurance held by the Mortgagee.

(c) In the event proceeds of insurance are not required to be made available to the Mortgagor for the purpose of paying the cost of the rebuilding or restoring of the Improvements, the Mortgagee, after deducting the costs of any collection, adjustment and compromise, shall apply such insurance proceeds to pay the Guaranteed Obligations in such order and amounts as the Mortgagee in its sole and absolute discretion may choose.

9. **Stamp Tax.** If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the Non-Recourse Guaranty and/or this Mortgage, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which the Mortgagee reasonably expends by reason of the imposition of any tax on the Non-Recourse Guaranty and/or this Mortgage.

10. **Observance of Lease Assignment.**

(a) As additional security for the payment of the Guaranteed Obligations and for the faithful performance of the terms and conditions contained herein, the Mortgagor, as landlord, has assigned to the Mortgagee, by that certain Second Absolute Assignment of Rents and Leases (9800 Irving Park Road Property) dated of even date herewith (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Assignment of Rents"), all of the Mortgagor's rights, title, and interests as landlord in and to all leases or other rights of use and or occupancy of any part of the Premises, both present and future (hereinafter collectively referred to as the "Leases") and all of the rents, issues and profits from the Leases or guaranties thereof (hereinafter collectively referred to as the "Rents").

(b) All Leases entered into after the date hereof (i) shall be bona fide arms-length transactions with a third party, (ii) shall not contain any rental or other concessions which are not required due to market conditions as offered for competitive space, (iii) shall provide that the tenant pay a pro rata share (based on square footage of space) of, or increases in, taxes, insurance or other operating expenses, and (iv) shall be on a form approved by the Mortgagee (which approval has not been previously revoked by the Mortgagee as hereinafter provided). The Mortgagee will, at the request of the Mortgagor, approve a form of lease satisfactory to the Mortgagee, but the Mortgagee shall have the right subsequently to revoke such approval upon thirty (30) days prior written notice to the Mortgagor of its election to do so. In the event of any such revocation of approval, the Mortgagor(s) shall not enter into any Lease without the prior express written approval of the Mortgagee unless the Mortgagee has approved a revised form of

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lease satisfactory to it in its reasonable discretion. The Mortgagor shall not be required to obtain the Mortgagee's prior express written consent to enter into any future Lease, or to modify, amend, cancel, terminate or accept surrender of any Lease (whether now existing or entered into in the future), unless (A) the Mortgagee has entered into, or has been requested to enter into, a subordination, nondisturbance and attornment agreement with respect to such Lease or (B) such Lease is not by its express terms subordinate to this Mortgage (Leases with respect to which the Mortgagee has executed, or has been requested to execute, a subordination, non-disturbance and attornment agreement shall not be considered to be subordinate to this Mortgage by its express terms).

(c) The Mortgagor will not, without the Mortgagee's prior express written consent: (i) execute an assignment or pledge of any Rents and/or any Leases other than that certain First Absolute Assignment of Rents and Leases (9800 Irving Park Road Property) dated of even date herewith executed by the Mortgagor in favor of the Mortgagee and that certain Second Absolute Assignment of Rents and Leases (9800 Irving Park Road Property) dated of even date herewith executed by the Mortgagor in favor of the Mortgagee; or (ii) accept any prepayment of any installment of any Rents more than thirty (30) days before the due date of such installment, and in any event no more than thirty (30) days in advance of the then current month.

(d) The Mortgagor, at its sole cost and expense, will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all Leases, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of landlord or of the lessees thereunder; (iv) upon written request of the Mortgagee, transfer and assign to the Mortgagee, any Lease or Leases heretofore or hereafter entered into, and make, execute and deliver to the Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish the Mortgagee, within ten (10) days after a request by the Mortgagee so to do, a written statement containing the names of all lessees, terms of all Leases, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within ten (10) days of any demand therefor by the Mortgagee any right to request from the lessee under any Lease a certificate with respect to the status thereof.

(e) Nothing in this Mortgage or in any other documents relating to the Guaranteed Obligations secured hereby shall be construed to obligate the Mortgagee, expressly or by implication, to perform any of the covenants of the Mortgagor as landlord under any of the Leases assigned to the Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments the Mortgagor agrees to perform and pay.

(f) The Mortgagor will not permit any Lease or any part thereof to become subordinate to any lien other than the lien hereof.

(g) The Mortgagee shall have the option to declare this Mortgage in default because of a default of landlord in any Lease of the Premises unless such default is cured by the Mortgagor pursuant to the terms of the Lease and within any applicable cure period or unless such default would not permit the tenant to terminate the Lease. It is covenanted and agreed that an Event of Default under the Assignment of Rents shall constitute an Event of Default hereunder on account of which the whole of the Guaranteed Obligations shall at once, at the option of the Mortgagee, become immediately due and payable without notice to the Mortgagor.

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(h) The Mortgagor shall not, and shall not permit any tenant to, conduct any on-site dry cleaning operations at the Premises.

(i) In the event of the enforcement by the Mortgagee of the remedies provided for by law or by this Mortgage, the lessee under each Lease of the Premises shall, at the option of the Mortgagee, attorn to any person succeeding to the interest of the Mortgagor as a result of such enforcement and shall recognize such successor in interest as landlord under such Lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any Lease made without the prior express written consent of the Mortgagee or said successor in interest. Each lessee, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

11. **Effect of Extension of Time.** If the payment of the Guaranteed Obligations, or any part thereof, is extended or varied, or if any part of any security for the payment of the Guaranteed Obligations is released, or if any person or entity liable for the payment of the Guaranteed Obligations is released, or if the Mortgagee takes other or additional security for the payment of the Guaranteed Obligations, or if the Mortgagee waives or fails to exercise any right granted herein, or in the Non-Recourse Guaranty, or in any other instrument given to secure the payment hereof, then all persons now or at any time hereafter liable for the payment of the Guaranteed Obligations, or any part thereof, or interested in the Premises shall be held to assent to such extension, variation, release, waiver, failure to exercise or the taking of additional security, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, release, waiver, failure to exercise, or the taking of additional security.

12. **Effect of Changes in Laws Regarding Taxation.** In the event of the enactment after the date hereof any law of the state in which the Premises are located deducting from the value of the Premises for the purpose of taxing any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holders thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor if the Mortgagee pays such taxes and submits proof of payment to the Mortgagor; provided, however, that if, in the opinion of counsel for the Mortgagee: (a) it might be unlawful to require the Mortgagor to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the Guaranteed Obligations to be and become due and payable ninety (90) days from the giving of such notice, without the applicable Prepayment Premium.

13. **Mortgagee's Performance of Defaulted Acts.** Upon the occurrence of an Event of Default, the Mortgagee may, but need not, and whether electing to declare the whole of the Guaranteed Obligations due and payable or not, and without waiver of any other remedy, make any payment or perform any act herein required of the Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or

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redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment or cure any default of the Mortgagor as landlord in any Lease. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by the Mortgagee in regard to any tax referred to in Paragraphs 9 and 12 hereof or to protect the Premises or the lien hereof, shall become immediately due and payable without notice and with interest thereon at the Default Rate. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Event of Default on the part of the Mortgagor.

14. **Mortgagee's Reliance on Tax Bills, Etc.** The Mortgagee, in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) relating to insurance premiums, may do so according to any bill or statement procured from the appropriate company without inquiry into the accuracy of such bill or statement; or (c) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

15. **Acceleration of Guaranteed Obligations in Event of Default.** It is expressly agreed by Mortgagor that time is of the essence hereof and that the whole of the Guaranteed Obligations shall become immediately due and payable without notice to the Mortgagor at the option of the Mortgagee upon the occurrence of an "Event of Default" (as such term is defined in the Non-Recourse Guaranty). If, while any insurance proceeds or condemnation awards are being held by the Mortgagee to reimburse the Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Premises, the Mortgagee shall accelerate the Guaranteed Obligations, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the Guaranteed Obligations and any excess held by it over the amount of Guaranteed Obligations then due hereunder shall be returned to the Mortgagor or any other party entitled thereto without interest.

16. **Acceleration of Guaranteed Obligations; Remedies.**

(a) **Primary Remedies.** If an Event of Default shall occur, the Mortgagee may: declare the Guaranteed Obligations to be and the same shall be, immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived and without regard to the value of the property held as security for the Guaranteed Obligations or the solvency of any person liable for the payment of such Guaranteed Obligations; and/or exercise any other right, power or remedy available to it at law (including, without limitation, pursuant to the Illinois Mortgage Foreclosure Law, as amended (Illinois Code Ann. 735 ILCS 5/15-1101, *et seq.*) (hereinafter referred to as the "Mortgage Foreclosure Act") or in equity, hereunder or under any other document executed in connection with this Mortgage or the Non-Recourse Guaranty without demand, protest or notice of any kind, all of which are hereby expressly waived, except such as is expressly required hereby or by any other document executed in connection with this Mortgage or the Non-Recourse Guaranty. Without limiting the generality of the foregoing, the Mortgagee may:

(i) Enter and take possession of the Premises or any part thereof, exclude the Mortgagor and all persons claiming under the Mortgagor wholly or partly therefrom, and operate, use, manage and control the same, or cause the same to be operated by a person selected by the Mortgagee, either in the name of the Mortgagor or otherwise, and upon such entry, from time to time, at the expense of the Mortgagor and of the Premises,

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make all such repairs, replacements, alterations, additions or improvements thereto as the Mortgagee may deem proper, and to lease the Premises or any part thereof at such rental and to such persons as it may deem proper and collect and receive the rents, revenues, issues, profits, royalties, income and benefits thereof including, without limitation, those past due and those thereafter accruing, with the right of the Mortgagee to terminate, cancel or otherwise enforce any Lease or sublease for any default that would entitle Mortgagor to terminate, cancel or enforce same and apply the same to the payment of all expenses which the Mortgagee may be authorized to incur under the provisions of this Mortgage and applicable laws, the remainder to be applied to the payment, performance and discharge of the Guaranteed Obligations in such order as the Mortgagee may determine until the same have been paid in full.

(ii) Institute an action for the foreclosure of this Mortgage and the sale of the Premises pursuant to the judgment or decree of a court of competent jurisdiction.

(iii) To the extent permitted by applicable law, sell the Premises to the highest bidder or bidders at public auction at a sale or sales held at such place or places and time or times and upon such notice and otherwise in such manner as may be required by law, or in the absence of any such requirement, as the Mortgagee may deem appropriate, and from time to time adjourn such sale by announcement at the time and place specified for such sale or for such adjourned sale or sales without further notice except such as may be required by law.

(iv) Take all action to protect and enforce the rights of the Mortgagee under this Mortgage by suit for specific performance of any covenant herein contained, or in aid of the execution of any power herein granted or for the enforcement of any other rights.

(v) Exercise any or all of the rights and remedies available to a secured party under the UCC, including the right to (A) enter the Premises and take possession of any personal property without demand or notice and without prior judicial hearing or legal proceedings, which the Mortgagor hereby expressly waives, (B) require the Mortgagor to assemble any personal property, or any portion thereof, and make it available to the Mortgagee at a place or places designated by the Mortgagee and reasonably convenient to both parties and (C) sell all or any portion of the personal property at public or private sale, without prior notice to the Mortgagor except as otherwise required by law (and if notice is required by law, after ten (10) days' prior written notice), at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as the Mortgagee in its sole discretion may determine. As to any property subject to Article 9 of the UCC included in the Premises, the Mortgagee may proceed under the UCC or proceed as to both real and personal property in accordance with the provisions of this Mortgage and the rights and remedies that the Mortgagee may have at law or in equity, in respect of real property, and treat both the real and personal property included in the Premises as one parcel or package of security. The Mortgagor shall have the burden of proving that any such sale pursuant to the UCC was conducted in a commercially unreasonable manner.

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(vi) Terminate any management agreements, contracts, or agents/managers responsible, for the property management of the Premises, if, in the sole discretion of the Mortgagee, such property management is unsatisfactory in any respect.

(vii) Foreclose this Mortgage, at the Mortgagee's option, by judicial or non-judicial foreclosure, for the entire unpaid amount of the Guaranteed Obligations, or only as to the sum past due, with interest and costs without injury to this Mortgage or the displacement or impairment of the remainder of the lien thereof, and at such foreclosure sale the Premises shall be sold subject to all remaining items of the Guaranteed Obligations and the Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due. In case of sale in any action or proceeding to foreclose this Mortgage, the Mortgagee shall have the right to sell the Premises covered hereby in parts or as an entirety. It is intended hereby to give to the Mortgagee the widest possible discretion permitted by law with respect to all aspects of any such sale or sales.

(viii) To the fullest extent permitted by applicable law, if an Event of Default occurs due to the nonpayment of the Guaranteed Obligations, or any part thereof, and to the extent permitted under applicable law and then in strict compliance with such law, as an alternative to the right of foreclosure for the full amount of the Guaranteed Obligations after acceleration thereof, the Mortgagee, to the extent permitted by applicable law, shall have the right to institute proceedings, either judicial or non-judicial, at the Mortgagee's option, for partial foreclosure with respect to the portion of said Guaranteed Obligations so in default, as if under a full foreclosure, and without declaring the entirety of the Guaranteed Obligations due (such proceedings being hereinafter referred to as "Partial Foreclosure"), and provided that if a foreclosure sale is made because of an Event of Default in the payment of a part of the Guaranteed Obligations, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the Guaranteed Obligations; and it is agreed that such sale pursuant to a Partial Foreclosure, if so made, shall not in any manner affect the unmatured part of the Guaranteed Obligations, but as to such unmatured part, this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Paragraph 16. Notwithstanding any Partial Foreclosure, the Mortgagee may elect, at any time prior to sale pursuant to such Partial Foreclosure, to discontinue such Partial Foreclosure and to accelerate the Guaranteed Obligations by reason of any Event of Default upon which such Partial Foreclosure was predicated or by reason of any other further Event of Default, and proceed with full foreclosure proceedings. It is further agreed that several foreclosures may be made pursuant to Partial Foreclosure without exhausting the right of full or Partial Foreclosure sale for any unmatured part of the Guaranteed Obligations, it being the purpose to provide for a Partial Foreclosure sale of the Guaranteed Obligations hereby without exhausting the power to foreclose and to sell the Premises pursuant to any such Partial Foreclosure for any other part of the Guaranteed Obligations, whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

(b) Receiver. If an Event of Default shall occur, the Mortgagee, to the fullest extent permitted by applicable law, including, without limitation, the Mortgage Foreclosure Act, shall be entitled as a matter of right to the appointment of a receiver of the Premises and the rents, revenues, issues, profits, royalties, income and benefits thereof, without notice or demand, and without regard to the

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adequacy of the security for the Guaranteed Obligations, the value of the Premises or the solvency of the Mortgagor, either before or after any sale, and the Mortgagee may be appointed as such receiver. Such receiver shall have the power: (i) to collect the rents, issues and profits of the Premises during the pendency of any foreclosure proceedings whether by judicial or non-judicial foreclosure, and, in case of a sale and a deficiency, for such time when the Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, to the maximum time and extent permitted by law; (ii) to extend or modify any then existing Leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the Notes and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon the Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Guaranteed Obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (iii) all other powers which may be necessary or are usual in such case for the protection, possession, control, management, and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of: (i) the Guaranteed Obligations and all obligations hereunder, or by any decree foreclosing this Mortgage or in accordance with applicable non-judicial foreclosure provisions, any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree; and (ii) if this is a leasehold mortgage, all rents due or which may become due under the underlying lease.

(c) Sales by Parcels. In any sale made under or by virtue of this Mortgage or pursuant to any judgment or decree of court, the Premises may be sold in one or more parts or parcels or as an entirety and in such order as the Mortgagee may elect, without regard to the right of the Mortgagor, or any person claiming thereunder, to the marshaling of assets. To the full extent permitted by law, the Mortgagee waives the marshaling of assets.

(d) Effect of Sale. The purchaser at any sale made under or by virtue of this Mortgage or pursuant to any judgment or decree of court shall take title to the Premises or the part thereof so sold free and discharged of the estate of the Mortgagor therein, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including the Mortgagee, may purchase at any such sale. To the fullest extent permitted by applicable law, the Mortgagee is hereby irrevocably appointed the attorney-in-fact of the Mortgagor in its name and stead to make, upon the occurrence of an Event of Default, all appropriate transfers and deliveries of the Premises or any portions thereof so sold and, for this purpose, the Mortgagee may execute all appropriate instruments of transfer, and may substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that its said attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, promptly upon the Mortgagee's written request, the Mortgagor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to the Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Mortgagee, for the purpose, and as may be designated, in such request. Any sale or sales made under or by virtue of this Mortgage, to the extent not prohibited by law, shall operate to divest all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in, to and under the Premises, or any portions thereof so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor, its successors and assigns, and against any and all persons claiming or who may claim the same, or any part thereof, by, through or under the

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Mortgagor, or its successors or assigns. The powers and agency herein granted are coupled with an interest and are irrevocable.

(e) Eviction of Mortgagor After Sale. If the Mortgagor fails or refuses to surrender possession of the Premises after any sale thereof, the Mortgagor shall be deemed a tenant at sufferance, subject to eviction by means of writ of possession proceedings, provided that this remedy is not exclusive or in derogation of any other right or remedy available to the Mortgagee or any purchaser of the Premises under any provision of this Mortgage or pursuant to any judgment or decree of court.

(f) Insurance Policies. In the event of a foreclosure sale pursuant to this Mortgage or other transfer of title or assignment of the Premises in extinguishment, in whole or in part, of the Guaranteed Obligations, all rights, title, and interests of the Mortgagor in and to all policies of insurance required under the provisions of this Mortgage shall inure to the benefit of and pass to the successor in interest of Mortgagor or the purchaser or grantee of the Premises or any part thereof so transferred.

(g) Foreclosure; Expense of Litigation. When the Guaranteed Obligations hereby secured, or any part thereof shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such Guaranteed Obligations or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Guaranteed Obligations in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for reasonable attorneys' fees, appraiser's fees, actual costs of environmental reviews or audits, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as the Mortgagee may deem reasonably necessary either to prosecute such action or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Paragraph 16 mentioned and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorneys employed by the Mortgagee in any litigation or proceeding affecting this Mortgage, the Non-Recourse Guaranty or the Premises, including appellate, probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceedings or threatened suit or proceeding shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate and shall be secured by this Mortgage.

(h) No Merger. (i) If the Mortgagee or any other person or entity owning or holding this Mortgage shall acquire or shall become vested with the fee title to the Premises or any other estate or interest in the Premises, such estates shall not merge as a result of such acquisition and shall remain separate and distinct from all other estates and interests in the Premises for all purposes after such acquisition. The lien and security interest created hereby shall not be destroyed or terminated by the application of the doctrine of merger and, in such event, the Mortgagee nor such other person or entity shall continue to have and enjoy all of the rights and privileges of the Mortgagee hereunder as to each separate estate unless and until the Mortgagee nor such other person or entity shall affirmatively elect in writing to merge such estates.

(ii) Upon the foreclosure of the lien created hereby on the Premises, as herein provided, any Leases then existing shall not be destroyed or terminated by application of the doctrine of merger or by operation of law or as a result of such foreclosure unless the Mortgagee or any purchaser at a foreclosure sale shall so elect by written notice to the lessee in question.

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17. **Application of Proceeds.** The proceeds of any sale made either under the power of sale hereby given or under a judgment, order or decree made in any action to foreclose or to enforce this Mortgage, shall be applied:

(a) first to the payment of (i) all costs and expenses of such sale, including reasonable attorneys' fees, environmental site assessors fees and costs, appraisers' fees and costs of procuring title searches, title insurance policies and similar items and (ii) all charges, expenses and advances incurred or made by the Mortgagee in order to protect the lien or estate created by this Mortgage or the security afforded hereby including any expenses of entering, taking possession of and operating the Premises;

(b) then to the payment of the Guaranteed Obligations in such order as the Mortgagee may determine until the same have been paid in full; and

(c) any balance thereof shall be paid to the Mortgagor, or to whosoever shall be legally entitled thereto, or as a court of competent jurisdiction may direct.

18. **Rights and Remedies Cumulative.** Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

19. **Mortgagee's Right of Inspection.** The Mortgagee shall, upon reasonable notice to the Mortgagor, have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

20. **Condemnation.** The Mortgagee may, at its option, in its own name (a) appear or proceed in any condemnation proceeding, and (b) make any compromise or settlement thereof provided that so long as the Mortgagor promptly prosecutes any compromise or settlement thereof, the Mortgagor shall control any compromise or settlement proceeding with the result thereof being subject to the Mortgagee's approval. The Mortgagor shall give the Mortgagee immediate notice of the initiation of any condemnation proceeding, and a copy of every pleading, notice and other items served in any condemnation proceeding. The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Guaranteed Obligations, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. Notwithstanding the foregoing to the contrary, if (i) the condemnation proceeds are less than the Threshold Amount, (ii) the condemnation will not have any impact upon any Leases of the Premises so as to reduce any rent paid under the Leases or to cause the termination of any such Leases, (iii) the condemnation does not adversely affect any buildings located upon the Premises; and (iv) any portion of the Premises taken can be rebuilt or restored, if necessary, with the condemnation proceeds, to a condition substantially similar to that existing prior to the taking, the Mortgagee shall make such proceeds available to the Mortgagor. In the event that the Mortgagee elects,

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in the Mortgagee's sole and absolute discretion, to make said proceeds available to reimburse a Mortgagor for the cost of the rebuilding or restoration of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may require. In any event, the Improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by the Mortgagee prior to commencement of any building or restoration. If the proceeds are made available by the Mortgagee to reimburse a Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the Guaranteed Obligations or be paid to any party entitled thereto. No interest shall be allowed to the Mortgagor on the proceeds of any award held by the Mortgagee.

21. **Full Release Upon Payment and Discharge of Guaranteed Obligations.** Except as otherwise set forth in Paragraph 15 (Property Release Privilege) of the 9800 Irving Park Road Note, the Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all of the Guaranteed Obligations.

22. **Giving of Notice.** (a) All notices, demands, requests, and other communications desired or required to be given hereunder to the Mortgagee from a person claiming priority of a lien or encumbrance over the lien of this Mortgage for any future advances made under the Non-Recourse Guaranty (hereinafter collectively referred to as "Notices"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.

(b) All Notices shall be deemed given and effective upon the earlier to occur of: (i) the hand delivery of such Notice to the address for Notices; (ii) one (1) Business Day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (iii) three (3) Business Days after depositing the Notice in the United States mail as set forth in clause (a)(iii) above. All Notices shall be addressed to the following addresses:

Mortgagor:	Schiller Park Investments LLC c/o D&F Investments 28777 Northwestern Highway Suite 100 Southfield, Michigan 48034 Attention: Mr. Jack Friedman
With a copy to:	Seyburn, Kahn, Ginn, Bess & Serlin, P.C. 2000 Town Center Suite 1500 Southfield, Michigan 48075 Attn: Mark Cohn, Esq.
Mortgagee:	ING USA Annuity and Life Insurance Company c/o ING Investment Management LLC 5780 Powers Ferry Road, NW, Suite 300 Atlanta, Georgia, 30327-4349

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Attention: Mortgage Loan Servicing Department

and

ING Investment Management LLC
 5780 Powers Ferry Road, NW, Suite 300
 Atlanta, Georgia, 30327-4349
 Attention: Real Estate Law Department

With a copy to: Reed Smith LLP
 136 Main Street, Suite 250
 Princeton, New Jersey 08540
 Attention: Christopher J. Maurer, Esq.

or to such other persons or at such other place as any party hereto may by Notice designate as a place for service of Notice; provided that the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

23. **Waiver of Defense.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law or in equity upon the Non-Recourse Guaranty.

24. **Waiver of Statutory Rights.** The Mortgagor shall not apply for or avail itself of any homestead, 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 to the extent lawfully allowed hereby waives the benefit of such laws. The Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. To the extent permitted by law, the Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

25. **Furnishing of Financial Statements to Mortgagee.**

(a) The Mortgagor hereby covenants and agrees that it will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times during business hours and on reasonable notice, be open to inspection by the Mortgagee and the Mortgagee's accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with cash basis accounting principles.

(b) The Mortgagor covenants and agrees to furnish, or cause to be furnished to the Mortgagee, annually, within ninety (90) days following the end of each fiscal year of the Mortgagor

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during the term of the Loans, unaudited annual financial reports prepared in accordance with cash basis accounting principles, including balance sheets, income statements and cash flow statements covering the operation of the Premises and the Mortgagor, and a current rent roll, all certified to the Mortgagee by the chief financial officer of the Mortgagor as being true, correct, and complete. During the term of the Loans, the Mortgagee shall have the right to request, and the Mortgagor shall provide to the Mortgagee upon such request, (1) quarterly income and expense statements, which shall include current cash flow and up-to-date payables and receivables for the Premises, and (2) a current rent roll for the Premises.

(c) If the Mortgagor omits to deliver as required any report or statement required by this Paragraph 25, and said omission is not cured by the Mortgagor within thirty (30) days after written notice of such omission has been given by the Mortgagee to the Mortgagor, the Mortgagee may elect, in addition to exercising any remedy for an Event of Default as provided for in this Mortgage, to make an audit of all books and records of the Mortgagor including its bank accounts which in any way pertain to the Premises and to prepare the statement or statements which the Mortgagor failed to procure and deliver. Such statement or statements shall be prepared by an independent certified public accountant to be selected by the Mortgagee. The Mortgagor shall pay all reasonable expenses of the audit and other services, which expenses shall be secured by this Mortgage and shall be immediately due and payable with interest thereon at the Default Rate and shall be secured by this Mortgage.

26. **Filing and Recording Fees.** The Mortgagor shall pay all filing, registration, or recording fees and all reasonable expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the execution and delivery of the Non-Recourse Guaranty and this Mortgage.

27. **Intentionally Omitted.**

28. **Exculpatory.** Notwithstanding anything to the contrary otherwise contained in this Mortgage or applicable law, but without in any way releasing, impairing, or otherwise affecting this Mortgage or the validity hereof, or the lien of this Mortgage, it is agreed that the Mortgagee's source of satisfaction of the Guaranteed Obligations is limited to (i) the Premises and (ii) rents, income, issues, proceeds, and profits arising out of the Premises; provided, however, that nothing herein contained shall be deemed to be a release or impairment of the Guaranteed Obligations or the security therefor intended by this Mortgage, or be deemed to preclude the Mortgagee from foreclosing this Mortgage, or from enforcing any of the Mortgagee's rights or remedies in law or in equity thereunder, or in any way or manner affecting the Mortgagee's rights and privileges hereunder.

29. **Security Agreement.** The Mortgagor and the Mortgagee hereby agree that this Mortgage shall constitute a security agreement within the meaning of the UCC with respect to all sums on deposit with the Mortgagee with respect to insurance proceeds or condemnation proceeds (hereinafter collectively referred to as the "Deposits") and with respect to any personal property included in the definition herein of the word "Premises", which property may not be deemed to form a part of the real estate described in Exhibit "A" attached hereto and made a part hereof, and all replacements of such property, substitutions, and additions thereto and the proceeds thereof, all such property being sometimes hereinafter collectively referred to as the "Collateral", and that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee and the Deposits and all of the Mortgagor's rights, title, and interests therein are hereby assigned to the Mortgagee, all to secure payment of the Guaranteed Obligations and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

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Upon the occurrence of an Event of Default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the UCC, shall have the option of proceeding with respect to the Collateral in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the UCC shall not apply. The parties agree that, in the event the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, ten (10) days' notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by the Mortgagee. The Mortgagor hereby agrees that, without the prior express written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as the Mortgagor is not in default hereunder, the Mortgagor shall be permitted to sell or otherwise dispose of the Collateral, when obsolete, worn out, inadequate, unserviceable, or unnecessary for use in the operation of the Premises, upon replacing the same or substituting for the same other Collateral at least equal in value to the initial value to that disposed of and in such a manner so that said Collateral shall be subject to the security interest created hereby, and so that the security interest of the Mortgagee shall be first in priority, it being expressly understood and agreed that all replacements of the Collateral and any additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. The Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee an inventory of the Collateral in reasonable detail. The Mortgagor hereby covenants and represents that all Collateral, and all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, now are and will be free and clear of liens (other than the lien of taxes not yet due or payable), encumbrances or security interests of others other than in favor of the Mortgagee in connection with the 9800 Irving Park Road Loan. The Mortgagor shall, upon demand, authorize, execute, and deliver to the Mortgagee such financing statements and other documents in form satisfactory to the Mortgagee, and will do all such acts and things as the Mortgagee may at anytime, or from time to time, reasonably request or as may be necessary or appropriate to establish and maintain a first perfected security interest in the Deposits and Collateral, subject to no liens (other than the lien of taxes not yet due or payable), encumbrances, or security interests of others.

This Mortgage also constitutes a financing statement for the purpose of the UCC and shall constitute a "fixture filing" under such statutes and shall be filed in the real estate records of the County in which the Land is located. The Mortgagor hereby authorizes the Mortgagee to file all financing statements evidencing the security interest granted to the Mortgagee in the Collateral with all appropriate filing jurisdictions. For such purpose information concerning the debtor and the secured party is set forth below:

Name of Mortgagor:	Schiller Park Investments LLC, a Michigan limited liability company
Mortgagor's Mailing Address:	c/o D&F Investments, 28777 Northwestern Highway, Suite 100, Southfield, Michigan 48034, Attn.: Mr. Jack Friedman
Mortgagor's Taxpayer Identification Number:	38-3453122

The Mortgagor is an organization, being a limited liability company organized under the laws of Michigan.

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Mortgagor's Organization Number: B83209

Address of Premises: 9800 Irving Park Road
 Schiller Park, Illinois 60176

Name of Secured Party: ING USA Annuity and Life Insurance Company

Address of Secured Party: c/o ING Investment Management LLC
 5780 Powers Ferry Road, NW, Suite 300
 Atlanta, Georgia 30327-4349
 Attention: Real Estate Law Department

This financing statement covers the Collateral. Some of the items or types of property comprising the Collateral are or are to become fixtures on the real property described in this Mortgage. The Mortgagor is the record owner of its real property described herein upon which the foregoing fixtures and other items and types of property are located.

30. **Due on Sale or Further Encumbrance.** (a) If, without the Mortgagee's prior express written consent, (i) the Mortgagor's interest in and to the Premises or any part thereof or any interest in the Mortgagor is sold or conveyed; (ii) title to the Mortgagor's interest in and to the Premises or any of the Mortgagor's interest therein is divested; (iii) the Mortgagor's interest in and to the Premises is further encumbered or pledged; (iv) any Lease which gives the lessee any option to purchase the Premises or any part thereof is entered into; or (v) the ownership, whether direct or indirect, of any membership interest in the Mortgagor is sold or conveyed, the Mortgagee, in its sole and absolute discretion, shall be entitled to accelerate the Guaranteed Obligations and declare the then unpaid principal balance and all accrued interest and other sums due and payable under the Notes due and payable and exercise all rights and remedies available to the Mortgagee. The Mortgagor understands that the ownership of the Premises and the Improvements by the Mortgagor is a material inducement to the Mortgagee in the making the Loans available to the Borrowers. Any consent by the Mortgagee to a change in ownership or to a change in the composition of the Mortgagor may be given in the Mortgagee's sole and absolute discretion and may be conditioned upon payment of a transfer fee equal to one percent (1%) of the then outstanding principal balance of that certain non-recourse commercial mortgage loan in the original principal balance of \$1,704,739.41 made by the Mortgagee to the Mortgagor on the date hereof (hereinafter referred to as the "9800 Irving Park Road Loan") pursuant to the terms, conditions, and provisions of that certain Promissory Note dated of even date herewith executed by the Mortgagor, as maker, in favor of the Mortgagee, as payee (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "9800 Irving Park Road Note") for processing such request for consent, upon an increase in the rate of interest on the unpaid balance of the 9800 Irving Park Road Loan to a then-current market rate, and/or other terms and conditions as the Mortgagee may impose in its sole and absolute discretion. Notwithstanding any term, condition, or provision of this Paragraph 30(a) to the contrary, it shall not be deemed to be a transfer that entitles the Mortgagee to accelerate the Guaranteed Obligations and to exercise all of the rights and remedies available to the Mortgagee under the documents executed in connection herewith if (1) an individual member of the Mortgagor shall die, (2) a trustee of a trust that is a member of the Mortgagor shall die or shall be substituted, or (3) the trustor of a trust that is a member of the Mortgagor shall die resulting in the distribution of the corpus of such trust to the trustees of such trust.

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(b) Notwithstanding the foregoing Paragraph 30(a) to the contrary, the Mortgagee shall permit a one time transfer as described in Paragraph 30(a)(i), Paragraph 30(a)(ii), Paragraph 30(a)(iii), Paragraph 30(a)(iv), or Paragraph 30(a)(v) hereof and a corresponding assignment and assumption of the 9800 Irving Park Road Loan to any such transferee; provided that: (i) at the time of the proposed transfer, the proposed transferee has financial and credit standing and management expertise (as determined by the Mortgagee), acceptable to the Mortgagee in its sole and absolute discretion; (ii) assignment and assumption documents in form and substance satisfactory to the Mortgagee are executed by the proposed transferee; (iii) the Mortgagee is paid a transfer fee equal to one percent (1%) of the then outstanding principal balance of the 9800 Irving Park Road Loan; (iv) the Mortgagor or the proposed transferee reimburses the Mortgagee at closing for all fees and expenses associated with the review and documentation of the transfer including, without limitation, Mortgagee's legal fees; (v) the Mortgagee receives an endorsement to the Mortgagee's title insurance policy in form and substance acceptable to Mortgagee; (vi) at the Mortgagee's option, the Mortgagee receives legal opinions of counsel for the proposed transferee and documents evidencing the due authorization of the transfer by the proposed transferee in form and substance acceptable to the Mortgagee; and (vii) all of the other "Pooled Loans" (as such term is defined in the 9800 Irving Park Road Note) are simultaneously transferred in accordance with the terms, conditions, and provisions of their respective loan documents. Further, the Mortgagee, in its sole and absolute discretion, may require individuals or entities affiliated with such transferee and acceptable to the Mortgagee, in its sole and absolute discretion, to deliver to Lender an environmental indemnification agreement prepared on the Mortgagee's standard form. The rights granted to the Mortgagor in this Paragraph 30(b) are personal to the Mortgagor and shall be extinguished upon the exercise thereof and shall not inure to the benefit of any proposed or subsequent transferee. Any such transfer and assumption will not release the Mortgagor or any guarantors from their respective liabilities to the Mortgagee under their respective loan documents without the prior express written consent of the Mortgagee, which consent may be given or withheld in the Mortgagee's sole and absolute discretion, but if given, may be conditioned upon, without limitation, the execution of new guaranties from principals of the transferee as the Mortgagee deems necessary, execution by the principals of the transferee of the Mortgagee's standard environmental indemnification agreement and such other requirements as the Mortgagee may deem appropriate in its sole and absolute discretion.

31. **Environmental Matters; Notice; Indemnity.** The Mortgagor hereby covenants and agrees as follows:

(a) For purposes of this Mortgage, the following definitions shall apply:

(i) The term "Environmental Law" means and includes any federal, state or local law, statute, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including without limitation each of the following (and their respective successor provisions): the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601 et seq. (hereinafter referred to as the "CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. sections 6901 et seq. (hereinafter referred to as the "RCRA"); the Federal Hazardous Materials Transportation Act, as amended, 49 U.S.C. sections 1801 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. sections 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. sections 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq.; and the rules, regulations and ordinances of the U.S.

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Environmental Protection Agency and of all other federal, state, county and municipal agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Premises or the use or operation of the Premises.

(ii) The term "Hazardous Substance" or "Hazardous Substances" means and includes: (1) those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "pollutants", "toxic substances" or "solid waste" in any Environmental Law; (2) those substances listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto); (3) those other substances, materials and wastes which are or become, regulated under any applicable federal, state or local law, regulation or ordinance or by any federal, state or local governmental agency, board, commission or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and (4) any material, waste or substance which is any of the following: (A) asbestos; (B) polychlorinated biphenyl; (C) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (33 U.S.C. sections 1251 et seq.); (D) explosive; (E) radioactive; (F) a petroleum product, by product, or fraction thereof; (G) infectious waste; or (H) mold or mycotoxins. Notwithstanding anything to the contrary herein, the term "Hazardous Substance" shall not include hazardous substances otherwise within the definition of the term "Hazardous Substance", but (X) which are used, generated, stored, or disposed of by the Mortgagor or used, generated, stored, disposed of, or sold by tenants of the Premises in the ordinary course of their respective businesses, (Y) the presence of which is not prohibited by applicable Environmental Law, and (Z) the use, generation, storage, sale, and disposal of which are in all respects in accordance with applicable Environmental Law.

(iii) The term "Enforcement or Remedial Action" means and includes any action taken by any person or entity in an attempt or asserted attempt to enforce, to achieve compliance with, or to collect or impose assessments, penalties, fines, or other sanctions provided by, any Environmental Law.

(b) The Mortgagor, its successors and assigns, hereby covenants, warrants, and represents that, to the best of the Mortgagor's knowledge, except as disclosed in that certain Phase I Environmental Site Assessment performed by Global Realty Services Group dated January 6, 2011:

(i) No Hazardous Substances have been or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate, or shall threaten to be injected, emptied, poured, leached, or spilled on or from the Premises.

(ii) No asbestos or asbestos-containing materials have been or will be installed, used, incorporated into, placed on, or disposed of on the Premises.

(iii) No polychlorinated biphenyls (hereinafter referred to as "PCBs") are or will be located on or in the Premises, in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other device.

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- (iv) No underground storage tanks are or will be located on the Premises or were located on the Premises and subsequently removed or filled.
- (v) No investigation, administrative order, consent order and agreement, litigation, settlement, lien, or encumbrance with respect to Hazardous Substances is proposed, threatened, anticipated or in existence with respect to the Premises.
- (vi) The Premises and the Mortgagor's operations at the Premises is in compliance with all applicable Environmental Laws, including, without limitation, any state and local statutes, laws and regulations. No notice has been served on the Mortgagor, or any affiliate or subsidiary of the Mortgagor, from any entity, government body, or individual claiming any law, regulation ordinance or code, or requiring compliance with any law, regulation, ordinance or code, or demanding payment or contribution for environmental damage or injury to natural resources. Copies of any such notices received after settlement shall be forwarded to the Mortgagee within three (3) days of their receipt.
- (vii) There has been no release or threat of release of any Hazardous Substances from any property adjoining or in the immediate vicinity of the Premises.
- (viii) No portion of the Premises is a wetland or other water of the United States subject to jurisdiction under Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any comparable state statute or local ordinance or regulation defining or protecting wetlands or other special aquatic areas.
- (ix) There are no concentrations of radon or other radioactive gases or materials in any buildings or structures on the Premises that exceed background ambient air levels.
- (x) There have been no complaints of illness or sickness alleged to result from conditions inside any buildings or structures on the Premises.
- (c) The Mortgagor shall give prompt written notice to the Mortgagee of:
- (i) any proceeding, known investigation or inquiry commenced by any governmental authority with respect to the presence of any Hazardous Substance on, under or about the Premises or the migration thereof to or from adjoining property in violation of Environmental Law;
 - (ii) all claims made or threatened by any individual or entity against the Mortgagor or the Premises relating to any loss or injury allegedly resulting from any Hazardous Substance in violation of Environmental Law; and
 - (iii) the discovery by the Mortgagor of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which may reasonably cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Environmental Law.
- (d) The Mortgagee shall have the right and privilege to: (i) join in and participate in, as a party if it so elects, any one or more legal proceedings or actions initiated with respect to the compliance

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of the Premises with Environmental Laws; and to (ii) have all costs and expenses thereof (including without limitation the Mortgagee's reasonable attorneys' fees and costs) paid by the Mortgagor.

(e) The Mortgagor and its successors and assigns agree to protect, defend, indemnify and hold harmless the Mortgagee, its directors, officers, employees, shareholders, agents, contractors, sub-contractors, consultants, licensees, invitees, participants, successors and assigns, from and against any and all claims, demands, judgments, settlements, damages, actions, causes of actions, injuries, administrative orders, consent agreements, and orders, liabilities, penalties, costs, including but not limited to any cleanup costs, remediation costs, response costs, and all expenses of any kind whatsoever, including claims arising out of loss of life, injury to persons, property, or business or damage to natural resources in connection with the activities of the Mortgagor (or by its general partner, members, shareholders, officers, directors or their agents, as applicable), its predecessors in interest, third parties who have trespassed on the Premises, or parties in a contractual relationship with the Mortgagor (or by any of their general partners, members, shareholders, officers, directors or their agents, as applicable), or any of them, whether or not occasioned wholly or in part by any condition, accident, or event caused by an act or omission of the Mortgagee which:

- (i) Arises out of the actual, alleged or threatened migration, spill, leaching, pouring, emptying, injection, discharge, dispersal, release, storage, treatment, generation, disposal or escape of any Hazardous Substances from and after the date hereof, at, on or from the Premises; or
- (ii) Actually or allegedly arises out of the use, specification, or inclusion of any product, material or process containing Hazardous Substances, the failure to detect the existence or proportion of Hazardous Substances in the soil, air, surface water or ground water, or the performance or failure to perform the abatement of any Hazardous Substances source or the replacement or removal of any soil, water, surface water, or ground water containing Hazardous Substances; or
- (iii) Arises out of the breach of any covenant, warranty, or representation of the Mortgagee contained herein and relating to environmental matters; or
- (iv) Arises out of a judicial or administrative action brought pursuant to any other Environmental Laws or any similar state law that relates to the Premises.

The Mortgagor, its successors and assigns, shall bear, pay and discharge when and as the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise against the Mortgagee described in this subparagraph (e) above, shall hold the Mortgagee harmless for those judgments or claims, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences set forth in this subparagraph (e).

The Mortgagor's indemnifications and representations made herein shall survive any termination or expiration of the documents securing the Guaranteed Obligations and/or the repayment of the Guaranteed Obligations, including, without limitation, any foreclosure on this Mortgage or deed-in-lieu of foreclosure, in each case with respect to matters occurring prior thereto. The Mortgagor's indemnifications and representations contained herein shall not apply

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to any Hazardous Substances which first originate on the Premises subsequent to the Mortgagee's taking title to the Premises by virtue of a foreclosure or accepting a deed in lieu thereof or to any matter arising from the gross negligence or willful misconduct of the Mortgagee or any other party entitled to indemnification hereunder.

(f) If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (hereinafter referred to as the "Remedial Work") is required, as reasonably determined by an independent environmental consultant selected by the Mortgagee, under any applicable federal, state or local law, regulation or ordinance, or under any judicial or administrative order or judgment, or by any governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, groundwater, or surface water at, on, about, under or within the Premises or any portion thereof in violation of any Environmental Law, the Mortgagor shall within thirty (30) days after written demand by the Mortgagee for the performance (or within such shorter time as may be required under applicable law, regulation, ordinance, order or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work to the extent required by law. All Remedial Work shall be performed by contractors approved in advance by the Mortgagee (which approval in each case shall not be unreasonably withheld or delayed) and under the supervision of a consulting engineer approved in advance by the Mortgagee. All costs and expenses of such Remedial Work (including without limitation the reasonable fees and expenses of the Mortgagee's counsel) incurred in connection with monitoring or review of the Remedial Work shall be paid by the Mortgagor. If the Mortgagor shall fail or neglect to timely commence or cause to be commenced, or shall fail to diligently prosecute to completion, such Remedial Work, the Mortgagee may (but shall not be required to) cause such Remedial Work to be performed; and all costs and expenses thereof, or incurred in connection therewith (including, without limitation, the reasonable fees and expenses of the Mortgagee's counsel), shall be paid by the Mortgagor to the Mortgagee forthwith after demand and shall be a part of the Guaranteed Obligations. Without limiting the generality of the foregoing, if any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature is required under any applicable federal, state or local law, regulation or ordinance, or under any judicial or administrative order or judgment, or by any governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, groundwater, or surface water at, on, about, under or within the Premises or any portion thereof in violation of any Environmental Law, the Mortgagor shall prosecute to completion all such remedial work to the extent required by law, in the time frames and as required by said law, regulation, ordinance, order, judgment, person, board, commission, or agency.

32. **Captions.** The captions or headings preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

33. **No Waiver; Modifications in Writing.** No failure or delay on the part of the Mortgagee in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise. No amendment, modification, supplement, termination or waiver of or to any provision of this Mortgage, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of the party to be charged with the enforcement thereof. Any amendment, modification or

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supplement of or to any provision of this Mortgage, any waiver of any provision of this Mortgage, and any consent to any departure from the terms of any provision of this Mortgage, shall be effective only in the specific instance and for the specific purpose for which made or given.

34. **Relationship.** The Mortgagee is only a lender in connection with the Loans and nothing contained in this Mortgage, the Non-Recourse Guaranty or any of the other documents executed in connection herewith or therewith and no action taken by the parties pursuant hereto shall be deemed to constitute the Mortgagee and any other of the parties to such documents a partnership, an association, a joint venture or other entity, nor constitute the Mortgagee as a fiduciary for any of the parties.

35. **Governing Law.** This Mortgage shall be governed by the laws (excluding conflicts of laws rules) of the State of Illinois.

36. **Time of Essence.** Time is of the essence in the performance by the parties of this Mortgage.

37. **Construction.** The Mortgagor has been represented by its own counsel in this transaction, and this Mortgage shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

38. **Gender; Number; Terms.** Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context. The use of the words "herein," "hereof," "hereunder" and other similar compounds of the word "here" shall refer to this entire Mortgage and not to any particular section, paragraph or provision. The term "person" and words importing persons as used in this Mortgage shall include firms, associations, partnerships (including limited partnerships), joint ventures, trusts, corporations, limited liability companies, and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

39. **Integration.** This Mortgage, together with the Non-Recourse Guaranty and the other documents executed in connection herewith and therewith constitute the entire agreement between the parties hereto pertaining to the subject matters hereof and thereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof and thereof.

40. **General Indemnification.** Subject to the exculpatory provisions of Paragraph 28 of this Mortgage, (a) the Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the "Indemnified Parties" (as such term is defined below) from and against any and all "Losses" (as such term is defined below) imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following: (i) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (ii) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof; (iv) any failure of the Premises to be in compliance with any applicable laws; (v) any and all claims, demands or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; or (vi) the payment of any commission,

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charge or brokerage fee to anyone which may be payable in connection with the funding of the Loans. Any amounts payable to the Mortgagee by reason of the application of this Paragraph 40 shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by the Mortgagee until paid in full. The term "Losses" shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement of whatever kind or nature (including, but not limited to, attorneys' fees and other costs of defense). The term "Indemnified Party" and "Indemnified Parties" shall mean (1) the Mortgagee, (2) any prior owner or holder of the Non-Recourse Guaranty, (3) any servicer or prior servicer of the Loans, (4) any participant or any prior participant in any portion of the Loans, (5) any trustees, custodians or other fiduciaries who hold or who have held a full or partial interest in the Loans for the benefit of any participant or other third party, (6) any receiver or other fiduciary appointed in a foreclosure or other collection proceeding, (7) any officers, directors, shareholders, partners, members, employees, agents, servants, representatives, contractors, subcontractors, affiliates or subsidiaries of any and all of the foregoing, and (8) the heirs, legal representatives, successors and assigns of any and all of the foregoing (including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of the Indemnified Parties' assets and business), in all cases whether during the term of the Loans, or as part of or following a foreclosure of the Loans.

(b) Upon written request by any Indemnified Party, the Mortgagor shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing to the contrary, any Indemnified Parties may, in their sole discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of the Indemnified Parties, their attorneys shall control the resolution of any claim or proceeding. Upon demand, the Mortgagor shall pay or, in the sole discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

(c) The Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Mortgage, the Notes, or any of the other documents executed in connection herewith and therewith.

41. Miscellaneous.

(a) This Mortgage and all provisions hereof shall extend to and be binding upon the Mortgagor and its successors and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through the Mortgagor (but this clause shall not be construed as constituting the consent by the Mortgagee to the transfer of any interest in the Premises), and the word "Mortgagor" when used herein shall include any such person and all persons liable for the payment of the Guaranteed Obligations or any part thereof, whether or not such persons shall have executed the Non-Recourse Guaranty or this Mortgage. The word "Mortgagee", when used herein, shall include the successors and assigns of the Mortgagee, and the holder or holders, from time to time, of the Non-Recourse Guaranty secured hereby. In addition, in the event the Mortgagor is a land trust or similar entity, the term "Mortgagor" as used herein shall include the beneficiary or beneficiaries of such land trust or similar entity.

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(b) In the event one or more of the provisions contained in this Mortgage or the Non-Recourse Guaranty secured hereby, or in any other security documents given to secure the payment of the Non-Recourse Guaranty secured hereby, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(c) The Mortgagor will, from time to time, upon ten (10) Business Days prior written request from the Mortgagee, make, execute, acknowledge and deliver to the Mortgagee such supplemental mortgages, certificates and other documents, including, without limitation, UCC financing statements, as may be necessary for better assuring and confirming to the Mortgagee the Premises, or for more particularly identifying and describing the Premises, or to preserve or protect the priority of this Mortgage lien, and generally do and perform such other acts and things and execute and deliver such other instruments and documents as may reasonably be deemed necessary or advisable by the Mortgagee to carry out the intentions of this Mortgage.

(d) The Mortgagor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and the Mortgagor hereby assigns to the Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other Improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. The Mortgagor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by the Mortgagor which would result in a violation of any of the provisions of this Paragraph 41(d) shall be void.

(e) The Mortgagor will, from time to time, upon ten (10) Business Days prior written request by the Mortgagee, execute, acknowledge and deliver to the Mortgagee, a certificate stating that this Mortgage is unmodified and in full force and effect (or, if there have been modifications, that this Mortgage is in full force and effect as modified and setting forth such modifications) and stating the principal amount secured hereby and the interest accrued to date on such principal amount. The estoppel certificate from the Mortgagor shall also state, to the best knowledge of the Mortgagor whether any offsets or defenses to the Guaranteed Obligations exist and if so shall identify them.

(f) The Mortgagee shall have the right and option to exercise power of sale or to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure. The failure to join any tenant or tenants as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Guaranteed Obligations, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

(g) At the option of the Mortgagee, this Mortgage shall become, subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any one or more, or to all, Leases upon the execution by the Mortgagee and recording or registration thereof, at any time hereafter, in the Office of the Clerk in and for the county wherein the

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Premises are situated, or such other office as determined by the Mortgagee, of a unilateral declaration to that effect.

(h) In the event that the Guaranteed Obligations are accelerated by the Mortgagee because of the occurrence of an Event of Default hereunder and a tender of payment is made by or on behalf of the Mortgagor in the amount necessary to satisfy the Guaranteed Obligations at any time prior to judicial confirmation or other conclusion if confirmation is not required, of a foreclosure sale or sale under a power of sale, then such tender shall constitute a prepayment under the Notes and shall, to the extent specified in the Notes, require payment of the prepayment premium provided for in the Notes.

(i) All agreements between the Mortgagor and the Mortgagee (including, without limitation, those contained in this Mortgage and the Non-Recourse Guaranty) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Mortgagee exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or the Non-Recourse Guaranty or any other documents securing the Guaranteed Obligations at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois; and if for any reason whatsoever the Mortgagee shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the principal portion of the Guaranteed Obligations (whether or not then due and payable) and not to the payment of interest.

(j) The Mortgagor hereby certifies to the Mortgagee as follows: (i) there is no personal property located at the Premises; (ii) there are no vendor contracts for the Premises that are not terminable upon the giving of not more than thirty (30) days notice; (iii) there are no management agreements or franchise agreements currently in effect with respect to the Premises; and (iv) there are no licenses currently required with respect to the ownership or operation of the Premises.

42. **ERISA.** The Mortgagor hereby represents, warrants, and agrees that, as of the date hereof, none of the investors in or owners of the Mortgagor is an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 as amended, a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 as amended, nor an entity the assets of which are deemed to include plan assets pursuant to Department of Labor regulation Section 2510.3-101 (hereinafter referred to as the "Plan Asset Regulation"). The Mortgagor hereby further represents, warrants, and agrees that, at all times during the term of the Loans, the Mortgagor shall satisfy an exception to the Plan Asset Regulation, such that the assets of the Mortgagor shall not be deemed to include plan assets. If at any time during the entire term of the Loans any of the investors in or owners of the Mortgagor shall include a plan or entity described in the first sentence of this Paragraph 42, the Mortgagor shall, as soon as reasonably possible following an investment by such a plan or entity, provide the Mortgagee with an opinion of counsel reasonably satisfactory to the Mortgagee indicating that the assets of the Mortgagor are not deemed to include plan assets pursuant to the Plan Asset Regulation. In lieu of such an opinion, the Mortgagee may, in its sole discretion, accept such other assurances from the Mortgagor as are necessary to satisfy the Mortgagee, in its sole discretion, that the assets of the Mortgagor are not deemed to include plan assets pursuant to the Plan Asset Regulation. The Mortgagor understands that the representations and warranties herein are a material inducement to the Mortgagee in the making of the Loans, without which the Mortgagee would have been unwilling to proceed with the closing of the Loans.

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43. **Property Release Privilege.** Pursuant to the terms, conditions, and provisions of Paragraph 15 of the 9800 Irving Park Road Note, the Mortgagor has the right to obtain a release of this Mortgage. The terms, conditions, and provisions of Paragraph 15 of the 9800 Irving Park Road Note are hereby incorporated by this reference as if fully set forth and contained herein.

44. **Future Advances.** This Mortgage is intended to be and is a mortgage to secure the payment of such future or additional advances as may be made by the Mortgagee at its option to Mortgagor, or its successors in title, for any purpose. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the principal amount of the Guaranteed Obligations, plus interest that may have accrued thereon, together with any disbursements made for the payment of taxes, levies or insurance on the Premises, including interest on all such disbursements. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.

The Mortgagor hereby acknowledges receipt of a copy of this instrument at the time of execution hereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
 SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the Mortgagor has executed this instrument the day and year first above written, intending to be legally bound.

SCHILLER PARK INVESTMENTS LLC, a Michigan limited liability company

WITNESS:

By: **D&F Investments, L.L.C.**, its Sole Member

[Handwritten Signature]
Name:

By: *[Handwritten Signature]*
Milton Dresner
Manager

STATE OF *Colorado*
COUNTY OF *Pitkin* ss.

BE IT REMEMBERED, that on this 16 day of March, 2011, before me the subscriber, an officer duly authorized to take acknowledgments for use in the State of Colorado, personally appeared **Milton Dresner** who I am satisfied is the person who executed the within Instrument as the Manager of **D&F Investments, L.L.C.**, the Sole Member of **SCHILLER PARK INVESTMENTS LLC**, a Michigan limited liability company, the Mortgagor named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that said Instrument made by said Mortgagor is his voluntary act and deed and delivered by him as said Manager of said Sole Member of said Mortgagor and is the voluntary act and deed of said Mortgagor, made by virtue of authority from said Mortgagor's Operating Agreement for the uses and purposes therein expressed.

[Handwritten Signature]
Notary Public

My Commission Expires:
3/29/14

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EXHIBIT "A"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN SECOND MORTGAGE,
SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING (9800 IRVING
PARK ROAD PROPERTY) BY SCHILLER PARK INVESTMENTS LLC, AS MORTGAGOR,
IN FAVOR OF ING USA ANNUITY AND LIFE INSURANCE COMPANY, AS MORTGAGEE,
DATED MARCH 25, 2011**

Legal Description

See attached.

Property of Cook County Clerk's Office

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**Legal Description
(9800 Irving Park Road, Schiller Park, Illinois)**

LOT 1 IN MARTIN DUDA RESUBDIVISION OF LOTS 1 AND 2 IN LISA AND RYAN FLANNERY SUBDIVISION AND LOT 3 AND THE EAST 30 FEET OF LOT 4 IN BLOCK 1 IN THE SUBDIVISION OF PART OF WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE BENEFITS OF THAT CERTAIN ORDINANCE NO. 98-2125 BEING "AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND CERTAIN VARIATIONS FOR PROPERTY COMMONLY KNOWN AS 9800-9820 W. IRVING PARK ROAD, SCHILLER PARK, ILLINOIS" DULY ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHILLER PARK ON JUNE 23, 1998 AND RECORDED ON JANUARY 29, 1999 IN THE OFFICE OF THE RECORDER OF COOK COUNTY AS DOCUMENT 99099688.

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