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## Illinois Anti-Predatory Lending Database Program



Doc#: 1124922002 Fee: \$78.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/08/2011 08:20 AM Pg: 1 of 22

### Certificate of Exemption

FIRST AMERICAN TITLE

ORDER # 2145991

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 16-08-304-016-0000

**Address:**

**Street:** 37-49 South Boulevard/103-111 South Humphrey

**Street line 2:**

**City:** Oak Park

**State:** IL

**ZIP Code:** 60302

**Lender:** PNC Bank, National Association

**Borrower:** Oak Park Residence Corporation

**Loan / Mortgage Amount:** \$17,234,840.00

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

**Certificate number:** A1C540C0-669B-4B9A-A2B3-67DA7C00E20F

**Execution date:** 08/24/2011

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This document prepared by  
and after recording return to:

Philip M. J. Edison  
Chapman and Cutler LLP  
111 West Monroe Street  
Chicago, Illinois 60603

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**  
(This Mortgage Secures Future Advances)

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "*Mortgage*") is made as of the 1st day of September, 2011, by OAK PARK RESIDENCE CORPORATION, an Illinois not for profit corporation (the "*Mortgagor*"), with an address at 21 South Boulevard, Oak Park, Illinois 60302 in favor of PNC BANK, NATIONAL ASSOCIATION (the "*Mortgagee*"), with an address at One North Franklin Street, Suite 3600, Chicago, Illinois 60606.

WHEREAS, Mortgagee and Mortgagor have entered into a financing transaction (the "*Credit Facility*") pursuant to which Mortgagee is issuing certain revolving credit to Mortgagor, which revolving credit may be utilized by Mortgagor in the form of Letters of Credit and Liquidity Advances, all as more fully set forth in that certain Credit Agreement dated as of September 1, 2011 (the "*Credit Agreement*"), by and between Mortgagor and Mortgagee;

WHEREAS, the Obligations, as defined in the Credit Agreement, are to be secured by, among other things, this Mortgage; and

WHEREAS, as a condition to extending the Credit Facility, Mortgagee is requiring that Mortgagor execute and deliver this Mortgage, and Mortgagor has agreed to so execute and deliver this Mortgage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

The Mortgagor has borrowed from the Mortgagee, or is otherwise executing and delivering this Mortgage as collateral security for a borrowing from the Mortgagee in the form of Liquidity Advances and Letters of Credit, provided that the aggregate principal amount of Liquidity Advances and Letters of Credit outstanding at any one time shall not exceed Seventeen Million Two Hundred Thirty Four Thousand Eight Hundred Forty Dollars (\$17,234,840.00) (the "*Loan*"), which Loan is evidenced by a single promissory note of Mortgagor (as the same may be amended, supplemented or replaced from time to time, the "*Note*"). For the purpose of securing the payment and performance of the Loan, the Note and all other loans, advances, debts, liabilities, obligations, covenants and duties owing by Mortgagor to the Mortgagee or to any

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other direct or indirect subsidiary of The PNC Financial Services Group, Inc., of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Mortgagor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) fees relating to the Letters of Credit, (ii) any and all obligations of Mortgagor to reimburse Mortgagee for any drawings under a Letter of Credit, (iii) all Liquidity Advances, and (iv) all other payment obligations of Mortgagor arising under or in relation to any Loan Document, in each case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held, or acquired and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Mortgagee incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses (hereinafter referred to collectively as the "*Obligations*"), and any sums advanced by the Mortgagee or which may otherwise become due pursuant to the provisions of the Note or this Mortgage or pursuant to any other Loan Document, the Mortgagor, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, hereby MORTGAGES, CONVEYS, TRANSFERS AND ASSIGNS TO MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS, FOREVER, AND HEREBY GRANTS TO MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN, TO, AND UNDER ALL OF THE FOLLOWING DESCRIBED PROPERTY, ALL ACCESSIONS AND ADDITIONS THERETO, ALL SUBSTITUTIONS THEREFOR AND REPLACEMENTS AND PROCEEDS THEREOF, AND ALL REVERSIONS AND REMAINDERS OF SUCH PROPERTY NOW OWNED OR HELD OR HEREAFTER ACQUIRED (the "*Property*"), to wit:

(a) All of the Mortgagor's estate in the premises described in Exhibit A, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining including, without limitation all water rights and air rights, and all of the Mortgagor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "*Land*");

(b) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery and equipment, including, without limitation, electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, located in or used in connection with those buildings, structures or other improvements (the "*Improvements*"); and

(c) All rents, issues, and profits arising or issuing from the Land and the Improvements (the "*Rents*") including, but not limited to, the Rents arising or issuing from all leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the

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"Leases"), all of which Leases and Rents are hereby assigned to the Mortgagee by the Mortgagor. The Mortgagor will execute and deliver to the Mortgagee, on demand, such assignments and instruments as the Mortgagee may require to implement, confirm, maintain and continue the assignment of Rents hereunder.

TO HAVE AND TO HOLD the Property unto Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

THIS MORTGAGE IS GRANTED TO SECURE FUTURE ADVANCES MADE PURSUANT TO THE NOTE AND OTHER LOAN DOCUMENTS.

*Provided, however,* that if the Mortgagor shall pay to the Mortgagee the Obligations, and if the Mortgagor shall keep and perform each of its other covenants, conditions and agreements set forth herein and in the other Loan Documents, then, upon the termination of all obligations, duties and commitments of the Mortgagor under the Obligations and this Mortgage, the estate hereby granted and conveyed shall become null and void.

This Mortgage is given to secure, in part, future advances under the Note and the other Loan Documents, and shall secure not only any initial advance under the Note and the other Loan Documents, but also subsequent advances made pursuant to the Loan Documents, and any other advances, disbursements and other payments made under the Note and the other Loan Documents, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, and including advances under the Note and other Loan Documents as are made within twenty years from the date hereof, to the same extent as if all such advances were made at the time of execution of this Mortgage and although there may be no outstanding Obligations at the time any advance is made. The total amount of the Obligations may increase or decrease from time to time, but the total unpaid principal balance of the indebtedness hereby secured at any one time outstanding shall not exceed two (2) times the maximum principal amount of the Note, plus interest thereon, and any disbursements made for payment of taxes, special assessments or insurance on the Property, and interest on such disbursements. This Mortgage shall be valid and shall, to the fullest extent permitted by any applicable laws or other governmental requirements, have priority over any and all liens and encumbrances arising after this Mortgage is recorded in the Recorder's office in the County in which the Land is located, including (to the extent permitted by applicable laws or other governmental requirements) statutory liens except taxes and assessments levied on the Property.

## SECTION 1. WARRANTY OF TITLE.

The Mortgagor warrants that the Mortgagor presently possesses a fee simple title to the Property; and that this Mortgage is a valid and enforceable first-priority lien on the Property, except as may otherwise be set forth on Exhibit B hereto. The Mortgagor shall preserve such title and the validity and priority of the lien hereof and shall forever warrant and defend the same to the Mortgagee against any claims. The Mortgagor represents that its name, type of

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organization, jurisdiction of organization and chief executive office are true and complete as set forth in the heading of this Mortgage.

## SECTION 2. SECURITY AGREEMENT.

This Mortgage creates a continuing security interest in the personal property and fixtures included among the Property and constitutes a security agreement under the Uniform Commercial Code of the State where the Property is located ("UCC"). In addition to the other purposes of this Mortgage, the recording of this Mortgage constitutes the filing of a financing statement as to property which is or becomes a fixture related to the Land.

## SECTION 3. TAXES AND ASSESSMENTS.

The Mortgagor agrees to pay when due all taxes, charges, claims, assessments, water rents and sewer rents which may by law become a lien on the Property. The Mortgagor agrees to exhibit to the Mortgagee receipts or other evidence satisfactory to the Mortgagee showing the payment of all such taxes or other claims. The Mortgagee may require that sums sufficient to discharge the taxes be deposited in installments with the Mortgagee.

## SECTION 4. INSURANCE.

The Mortgagor agrees to provide all-risk insurance coverage on the Property in an amount sufficient to prevent the Mortgagor from becoming a co-insurer under the terms of the policy. All policies and renewals shall be written by insurance companies and in a form acceptable to the Mortgagee, shall include a standard mortgagee clause in favor of the Mortgagee, shall have a deductible satisfactory to the Mortgagee, shall contain a provision requiring that the coverage evidenced thereby will not be terminated or modified without at least thirty (30) days' prior written notice to Mortgagee and upon request be deposited, premiums paid, with the Mortgagee. If the Property is located in an area which has been identified by any governmental agency, authority or body as a flood hazard area or the like, then the Mortgagor shall maintain a flood insurance policy covering the Property in an amount not less than the original principal amount of the Loan or the maximum limit of coverage available under the federal program, whichever amount is less. If the Mortgagor fails to carry any insurance required to be carried by the Mortgagor under the terms of this Mortgage, the Mortgagee, at its option, may procure and maintain such insurance and the Mortgagor will promptly reimburse the Mortgagee for any premiums paid by the Mortgagee for such insurance. In case of a loss payable under such insurance for damage to or destruction of the Property, the right to adjust all claims under such insurance policies (jointly with the Mortgagor), and the application of the proceeds of any such claim, are assigned to the Mortgagee. The Mortgagor hereby assigns to the Mortgagee all amounts recoverable under any such policy. All insurance proceeds may, at the Mortgagee's sole option, be applied to all or any part of the Obligations and in any order (notwithstanding that such Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Mortgagee may impose. The Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney-in-fact of the Mortgagor to assign any policy in the event of the foreclosure of this

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Mortgage or other extinguishment of the Note. Pursuant to the requirements of the Illinois Collateral Protection Act, 815 ILCS 180/1, *et seq.* ("*Collateral Protection Act*"), Mortgagor is hereby notified that unless the Mortgagor provides the Mortgagee with evidence of the insurance coverage required by this Mortgage and each other Loan Document, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Property or any other collateral for the Obligations. This insurance may, but need not protect Mortgagor's interests. The coverage the Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property or any other collateral for the Obligations. Mortgagor may later cancel any insurance purchased by Mortgagee but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage and each other Loan Document. If Mortgagee purchases insurance for the Property or any other collateral for the Obligations, Mortgagor will be responsible for the costs of that insurance including interest in any other charges that Mortgagee may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding Obligations. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

## SECTION 5. MAINTENANCE; INSPECTION.

The Mortgagor agrees not to materially alter, remove or demolish any Improvements. The Mortgagor shall keep the Property in good repair, reasonable wear and tear excepted, and shall not commit or suffer waste thereof. The Mortgagor agrees to entries upon and inspections of the Property by the Mortgagee.

## SECTION 6. HAZARDOUS SUBSTANCES.

The Mortgagor covenants that there does not presently exist and there shall not exist after the date of this Mortgage any hazardous substance (as such term is defined by any federal, state or local law or regulation) which is not stored, contained, or used in compliance with all applicable laws and regulations in or on the Property and there has not been and there shall not occur any seepage, spill, release or discharge of any hazardous substance on or from the Property at any time. Upon the Mortgagee's request, the Mortgagor shall execute and deliver an Environmental Indemnity Agreement satisfactory in form and substance to the Mortgagee, to provide additional representations, warranties, covenants and indemnities of the Mortgagor with respect to environmental matters.

## SECTION 7. CONDEMNATION.

The Mortgagor agrees that the proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation, or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to the Mortgagee, up to the amount of the Obligations.

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## SECTION 8. DUE ON SALE CLAUSE.

The Mortgagor shall not sell, convey or otherwise transfer any interest in the Property (whether voluntarily or by operation of law), or agree to do so, without the Mortgagee's prior written consent, including but not limited to (a) any sale, conveyance, encumbrance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal and/or equitable title to the Property; (b) any lease of all or any portion of the Property, except that residential leases of less than three (3) years duration for individual apartment units within the Property given in the ordinary course of Mortgagor's business shall not need the consent of Mortgagee; or (c) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor, if a corporation, any partnership interest of the Mortgagor if a partnership, or any membership interest, if a limited liability company or limited liability partnership except in favor of the Mortgagee. Any default under this Section shall cause an immediate acceleration of the Obligations without any demand by the Mortgagee.

## SECTION 9. EVENTS OF DEFAULT.

The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder: (a) any Event of Default under the Credit Agreement; (b) any default under any of the Obligations that does not have a defined set of "Events of Default" and the lapse of any notice or cure period provided in such Obligations with respect to such default; (c) demand by the Mortgagee under any of the Obligations that have a demand feature; (d) the Mortgagor's failure to perform any of its obligations under this Mortgage or under any Environmental Indemnity Agreement executed and delivered pursuant to Section 6 hereof; (e) falsity, inaccuracy or material breach by the Mortgagor of any written warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor; (f) an uninsured material loss, theft, damage, or destruction to any of the Property, or the entry of any judgment against the Mortgagor or any lien against or the making of any levy, seizure or attachment of or on the Property; (g) the Mortgagee's failure to have a mortgage lien on the Property with the priority required under Section 1 hereof; (h) any indication or evidence received by the Mortgagee that the Mortgagor may have directly or indirectly been engaged in any type of activity which, in the Mortgagee's discretion, might result in the forfeiture of any property of the Mortgagor to any governmental entity, federal, state or local; or (i) foreclosure proceedings are instituted against the Property upon any other lien or claim, whether alleged to be superior or junior to the lien of this Mortgage.

## SECTION 10. RIGHTS AND REMEDIES OF MORTGAGEE.

If an Event of Default occurs, the Mortgagee may, at its option and without demand, notice or delay, do one or more of the following:

- (a) The Mortgagee may declare the entire unpaid principal balance of the Obligations, together with all interest thereon, to be due and payable immediately.

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(b) The Mortgagee may (i) institute and maintain an action on any instruments evidencing the Obligations or any portion thereof, and (ii) take such other action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, and in each such action the Mortgagee shall be entitled to all costs of suit and attorneys fees.

(c) The Mortgagee shall have the right immediately or at any time thereafter to foreclose the lien of this Mortgage:

(1) Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of Mortgagee, in Mortgagee's sole and absolute discretion, appoint Mortgagee as a mortgagee-in-possession or appoint a receiver of the Property (a "Receiver") pursuant to the Illinois Mortgage Foreclosure Law, as amended (735 ILCS 5/15-1101, *et seq.*) (the "Mortgage Foreclosure Act"). Such Receiver shall have all powers and duties prescribed by the Mortgage Foreclosure Act, including the power to take possession, control and care of the Property and to collect all Rents (including, but not limited to, any delinquent Rents), issues, deposits, and profits thereof during the pendency of such foreclosure suit and apply all funds received toward the Obligations, and in the event of a sale and a deficiency where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor, its devisees, legatees, administrators, legal representatives, successors or assigns, except for the intervention of such Receiver, would be entitled to collect such Rents, issues, deposits, and profits, and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Property during the whole of any such period. To the extent permitted under any applicable laws or other governmental requirements, such Receiver may take any action permitted to be taken by Mortgagee pursuant to any other Loan Document, extend or modify any then existing Leases and make new leases of the Property or any part thereof.

(2) Upon the completion of any such sale or sales of the Property permitted by the Mortgage Foreclosure Act, Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers of the property so sold, in accordance with any applicable laws or other governmental requirements, and Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, which appointment is coupled with an interest, to make all necessary transfers of property thus sold, and for that purpose Mortgagee may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof.

(3) In the case of any sale of the Property pursuant to any judgment or decree of any court at public auction or otherwise, Mortgagee may become the purchaser, and for the purpose of making settlement for or payment of the



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purchase price, shall be entitled to deliver over and use the Note and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by Mortgagee for the enforcement, protection or collection of this security interest, including court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by Mortgagor, with interest on such sums advanced at the Default Rate.

(d) The Mortgagee may, in its sole and absolute discretion, whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale of the Property or during any period of redemption, without regard to waste, adequacy of the security or solvency of Mortgagor revoke the privilege granted Mortgagor hereunder to collect the Rents, issues and profits of the Property, and may, at its option, without notice: (i) collect any or all of the Rents, including any Rents past due and unpaid, (ii) perform any obligation or exercise any right or remedy of the Mortgagor under any Lease, or (iii) enforce any obligation of any tenant of any of the Property. The Mortgagee may exercise any right under this Section 10(d), whether or not the Mortgagee shall have entered into possession of any of the Property, and nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession", unless the Mortgagee shall have entered into and shall continue to be in actual possession of the Property. The Mortgagor hereby authorizes and directs each and every present and future tenant of any of the Property to pay all Rents directly to the Mortgagee and to perform all other obligations of that tenant for the direct benefit of the Mortgagee, as if the Mortgagee were the landlord under the Lease with that tenant, immediately upon receipt of a demand by the Mortgagee to make such payment or perform such obligations. The Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents or performance of obligations to the Mortgagee, and any such payment or performance to the Mortgagee shall discharge the obligations of the tenant to make such payment or performance to the Mortgagor.

(e) The exercise of any of Mortgagee's rights pursuant to Section 10, the taking possession by Mortgagee as a mortgagee-in-possession, the appointment of a Receiver, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any Event of Default or waive, modify or affect notice of default hereunder or invalidate any act done pursuant to said notice, nor in any way operate to prevent Mortgagee from pursuing any remedy which now or hereafter it may have under the terms and conditions of this Mortgage, the other Loan Documents, or any other instruments securing the same. The rights and powers of Mortgagee hereunder shall remain in full force and effect both prior to and after any foreclosure of this Mortgage and any sale pursuant thereto and until expiration of the period of redemption for said sale. The purchaser at any foreclosure sale, including Mortgagee, shall have the right at any time and without limitation, to advance money to any Receiver to pay any part or all of the items which the Receiver would otherwise be authorized to pay if cash were

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available from the Property and the sum so advanced, with interest at the Default Rate, shall be a part of the sum required to be paid to redeem from any foreclosure sale.

(f) Mortgagee may exercise from time to time any rights, powers and remedies available to it under the applicable UCC.

(g) It is the intention of the parties that this Mortgage shall confer upon Mortgagee the fullest rights, remedies and benefits available under applicable laws and other governmental requirements. Mortgagee may take any of the actions referred to in this Section 10 irrespective of and without regard to the adequacy of the security for the Obligations.

(h) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Mortgage Foreclosure Act, the provision of the Mortgage Foreclosure Act shall take precedence over the provision of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Mortgage Foreclosure Act. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Mortgage Foreclosure Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Mortgage Foreclosure Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Mortgage Foreclosure Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Mortgage Foreclosure Act to the full extent permitted by the applicable laws and any other governmental requirements.

## SECTION 11. APPLICATION OF PROCEEDS.

The Mortgagee shall apply the proceeds of any foreclosure sale of, or other disposition or realization upon, or Rents or profits from, the Property to satisfy the Obligations in such order of application as the Mortgagee shall determine in its exclusive discretion.

## SECTION 12. MORTGAGEE'S RIGHT TO PROTECT SECURITY.

The Mortgagee is hereby authorized, irrespective of whether an Event of Default has occurred, to appear in and defend any action or proceeding purporting to affect the security hereof or the Mortgagee's rights or powers hereunder, to take such action as the Mortgagee may determine to pay, perform or comply with any taxes or governmental requirements, and to cure any Events of Default and to protect its security in the Property.

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## SECTION 13. CERTAIN WAIVERS.

Mortgagor voluntarily and knowingly hereby acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include agricultural real estate (as defined in the Mortgage Foreclosure Act). Mortgagor, on behalf of itself and all persons or other parties now or hereafter interested in the Property, to the fullest extent permitted by applicable laws and any other governmental requirements hereby waives all rights under all appraisal, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Obligations secured by this Mortgage, and Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Property. Without limiting the generality of the preceding sentence, Mortgagor, on its own behalf and on behalf of each and every person or other party acquiring any interest in or title to the Property subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Without limiting the foregoing, Mortgagor, on its own behalf and on behalf of each and every person or other party acquiring any interest in or title to the Property subsequent to the date of this Mortgage, hereby irrevocably waives pursuant to 735 ILCS 5/15 1601 *et seq.* of the Mortgage Foreclosure Act any and all rights of reinstatement (including, without limitation, all rights of reinstatement provided for in 735 ILCS 5/15 1602) or redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage (including, without limitation, all rights of redemption provided for in 735 ILCS 5/12 122 *et seq.* and 735 ILCS 5/15 1603) or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor hereby expressly waives and releases all rights to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Property and/or any other property now or hereafter constituting security for any of the Obligations marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

## SECTION 14. NOTICES.

All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("*Notices*") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this Section.

## SECTION 15. PRESERVATION OF RIGHTS.

No delay or omission on the Mortgagee's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or

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power, nor will the Mortgagee's action or inaction impair any such right or power. The Mortgagee's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Mortgagee may have under other agreements, at law or in equity.

## SECTION 16. CREDIT AGREEMENTS ACT; CHANGES IN WRITING.

Mortgagor expressly agrees that for purposes of this Mortgage and the other Loan Documents: (i) this Mortgage and the other Loan Documents shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1, *et seq.* (the "*Credit Agreement Act*"); (ii) the Credit Agreement Act applies to this transaction including, but not limited to, the execution of this Mortgage and the Note; and (iii) any action on or in any way related to this Mortgage and each other Loan Document shall be governed by the Credit Agreement Act. No modification, amendment or waiver of, or consent to any departure by the Mortgagor from, any provision of this Mortgage will be effective unless made in a writing signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Mortgagor will entitle the Mortgagor to any other or further notice or demand in the same, similar or other circumstance.

## SECTION 17. SUCCESSORS AND ASSIGNS.

This Mortgage will be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective heirs, executors, administrators, successors and assigns; *provided, however*, that the Mortgagor may not assign this Mortgage in whole or in part without the Mortgagee's prior written consent and the Mortgagee at any time may assign this Mortgage in whole or in part.

## SECTION 18. INTERPRETATION.

In this Mortgage, unless the Mortgagee and the Mortgagor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Mortgage; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Mortgage. Section headings in this Mortgage are included for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose. If this Mortgage is executed by more than one party as Mortgagor, the obligations of such persons or entities will be joint and several. All terms not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

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## SECTION 19. NO MERGER.

It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Property, it is hereby understood and agreed that should Mortgagee acquire an additional or other interests in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

## SECTION 20. GOVERNING LAW AND JURISDICTION.

This Mortgage has been delivered to and accepted by the Mortgagee and will be deemed to be made in the State where the Mortgagee's office indicated above is located. THIS MORTGAGE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE MORTGAGEE'S OFFICE INDICATED ABOVE IS LOCATED. EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED (IF DIFFERENT FROM THE STATE WHERE SUCH OFFICE OF THE MORTGAGEE IS LOCATED) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON THE PROPERTY OR ANY INTEREST THEREIN. The Mortgagor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for the county or judicial district where the Mortgagee's office indicated above is located; *provided* that nothing contained in this Mortgage will prevent the Mortgagee from bringing any action, enforcing any award or judgment or exercising any rights against the Mortgagor individually, against any security or against any property of the Mortgagor within any other county, state or other foreign or domestic jurisdiction. The Mortgagee and the Mortgagor agree that the venue provided above is the most convenient forum for both the Mortgagee and the Mortgagor. The Mortgagor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Mortgage.

## SECTION 21. INTENTIONALLY DELETED.

## SECTION 22. CHANGE IN NAME OR LOCATIONS.

The Mortgagor hereby agrees that if the location of any of the Property changes from the Land or its chief executive office, or if the Mortgagor changes its name, its type of organization, its state of organization (if Mortgagor is a registered organization), its principal residence (if Mortgagor is an individual), its chief executive office (if Mortgagor is a general partnership or non-registered organization) or establishes a name in which it may do business that is not the current name of the Mortgagor, the Mortgagor will immediately notify the Mortgagee in writing of the additions or changes.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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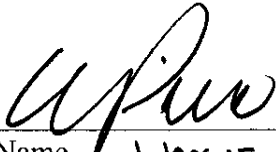
## SECTION 23. WAIVER OF JURY TRIAL.

THE MORTGAGOR IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS MORTGAGE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS MORTGAGE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Mortgagor acknowledges that it has read and understood all the provisions of this Mortgage, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

OAK PARK RESIDENCE CORPORATION, an Illinois  
not for profit corporation

By:   
Print Name WAYNE PIERCE  
Title: PRESIDENT

Property of Cook County Clerk's Office

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### ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 ) SS:  
 COUNTY OF COOK )

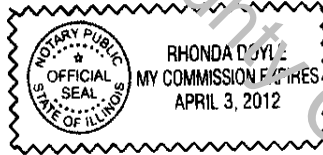
On this, the 24th day of AUGUST, 2011, before me, a Notary Public, the undersigned officer, personally appeared WAYNE PIERCE, who acknowledged himself/herself to be a Director of OAK PARK RESIDENCE CORPORATION, an Illinois not for profit corporation, and that he/she, as PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation as PRESIDENT.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Rhonda Doyle

Notary Public

My commission expires:



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## EXHIBIT A

### PARCEL 1:

LOT 12 (EXCEPT THE NORTH 15-1/2 FEET THEREOF) IN BLOCK 8 IN HOOKER'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-05-314-030  
ADDRESS: 1000 NORTH AUSTIN BOULEVARD  
OAK PARK, ILLINOIS

### PARCEL 2:

LOT 7 IN BLOCK 8 IN HOOKER'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-05-314-024  
ADDRESS: 1022-1024 NORTH AUSTIN BOULEVARD  
OAK PARK, ILLINOIS

### PARCEL 3:

LOT 16 AND THE SOUTH 10.0 FEET OF LOT 17 IN BLOCK 1 IN SCHREVE'S SUBDIVISION OF THAT PART OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND THE NORTH LINE OF DUMMY RAILROAD RIGHT OF WAY, SAID LOT 16 BEING ALSO DESCRIBED AS THE TRACT OF LAND LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 17 AFORESAID, AND NORTH OF THE NORTH LINE OF PLEASANT STREET, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-08-305-023  
ADDRESS: 2-12 PLEASANT STREET  
OAK PARK, ILLINOIS

### PARCEL 4:

LOTS 1, 2, AND 3 IN BLOCK 36 IN VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



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PERMANENT INDEX NO. 16-08-123-011  
ADDRESS: 470-492 NORTH AUSTIN BOULEVARD  
3-11 ONTARIO STREET  
OAK PARK, ILLINOIS

PARCEL 5:

LOTS 9 AND 10 IN BLOCK 1 IN AUSTIN PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-17-307-001  
ADDRESS: 17-21 HARRISON STREET  
906-908 SOUTH HUMPHREY AVENUE  
OAK PARK, ILLINOIS

PARCEL 6:

LOTS 1, 2, 3, AND 4 IN BLOCK 2 IN AUSTIN PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-17-306-003  
ADDRESS: 27-35 HARRISON STREET  
905-911 SOUTH HUMPHREY AVENUE  
OAK PARK, ILLINOIS

PARCEL 7:

THE NORTH 76 FEET OF LOT 1 IN BLOCK 11 IN JOHN JOHNSTON JR.'S ADDITION TO AUSTIN, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-05-325-011  
ADDRESS: 41-47 IOWA STREET  
543-545 NORTH HUMPHREY AVENUE  
OAK PARK, ILLINOIS

PARCEL 8:

LOT 1 AND LOT 2 (EXCEPT THE SOUTH 40 FEET) IN BLOCK 4 IN THE SUBDIVISION OF THAT PART OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD AND THE

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RIGHT OF WAY OF THE NORTH LINE OF DUMMY RAILROAD RIGHT OF WAY IN  
COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-08-311-009

ADDRESS: 5 PLEASANT STREET  
OAK PARK, ILLINOIS

PARCEL 9:

LOTS 1 TO 4, INCLUSIVE IN BLOCK 2 IN THE SUBDIVISION OF THAT PART OF THE  
EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTH LINE OF  
THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND THE NORTH  
LINE OF THE DUMMY TRACK RIGHT OF WAY, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-08-304-015 and 16-08-304-016

ADDRESS: 37-49 SOUTH BOULEVARD  
103-111 SOUTH HUMPHREY AVENUE  
OAK PARK, ILLINOIS

PARCEL 10:

LOTS 1 AND 2 IN BLOCK 3 IN AUSTIN PARK, A SUBDIVISION OF THE EAST 1/2 OF  
THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-17-305-006

ADDRESS: 101-105 HARRISON STREET  
905-911 SOUTH LYMAN AVENUE  
OAK PARK, ILLINOIS

PARCEL 11:

LOT 12 IN BLOCK 1 IN HOOKER'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-05-307-034

ADDRESS: 1100-1102 NORTH AUSTIN BOULEVARD  
2-6 THOMAS STREET  
OAK PARK, ILLINOIS

PARCEL 12:

LOTS 71 AND 72 IN HOUSTON'S SUBDIVISION OF THAT PART LYING SOUTH OF  
THE WISCONSIN CENTRAL RAILROAD RIGHT OF WAY OF THE WEST 1/2 OF THE

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EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-08-321-020  
ADDRESS: 438-442 SOUTH LOMBARD AVENUE  
132 MADISON STREET  
OAK PARK, ILLINOIS

PARCEL 13:

TRACT A: THE EAST 169 FEET OF THE NORTH 100 FEET OF LOT 4 IN THE  
RESUBDIVISION OF LOTS 1 TO 11, BOTH INCLUSIVE, IN SCOVILLE'S SUBDIVISION  
OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTHWEST 1/4 OF  
SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-07-311-022  
ADDRESS: 201-211 SOUTH KENILWORTH AVENUE  
OAK PARK, ILLINOIS

TRACT B: THE NORTH 50 FEET OF THE SOUTH 100 FEET OF THE EAST 169 FEET OF  
THE NORTH 200 FEET OF LOT 4 IN THE RESUBDIVISION OF LOTS 1 TO 11, BOTH  
INCLUSIVE, IN SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST  
129 ACRES OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH,  
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-07-311-023  
ADDRESS: 905-911 PLEASANT STREET  
OAK PARK, ILLINOIS

PARCEL 14:

LOT 78 IN O.R. ERWIN'S SUBDIVISION OF THE SOUTH 1466.5 FEET OF THE EAST 1/2  
OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH,  
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-08-319-012  
ADDRESS: 411-415 SOUTH HARVEY AVENUE  
OAK PARK, ILLINOIS

PARCEL 15:

LOTS 15, 16, 17, 18 (EXCEPT THE EAST 7 FEET OF SAID LOTS TAKEN FOR  
WIDENING AUSTIN AVE) IN BLOCK 16 IN AUSTIN PARK SUBDIVISION IN THE EAST  
1/2 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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PERMANENT INDEX NO.: 16-17-331-023

ADDRESS: 1118-1126 SOUTH AUSTIN BOULEVARD  
OAK PARK, ILLINOIS

PARCEL 16:

LOT 1 AND NORTH HALF OF LOT 2 IN BLOCK 2 IN H.W. AUSTIN'S SUBDIVISION OF BLOCK 2 AND 3 IN JAMES B. HOBBS SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-17-131-013

ADDRESS: 7 VAN BUREN  
OAK PARK, ILLINOIS

PARCEL 17:

LOTS 1, 2 AND 3 IN BLOCK 3 IN WEST HARRISON STREET SUBDIVISION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-17-301-006

ADDRESS: 301 HARRISON  
OAK PARK, ILLINOIS

PARCEL 18:

LOT 10 (EXCEPT THE NORTH 8 FEET THEREOF) AND THE NORTH 8 FEET OF LOT 11 IN BLOCK 2 IN H.W. AUSTIN'S SUBDIVISION OF BLOCKS 2 AND 3 OF JAMES B. HOBBS SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-17-131-022

ADDRESS: 514 S. AUSTIN  
OAK PARK, ILLINOIS

PARCEL 19:

LOTS 23, 24, 25 AND 26 IN BLOCK 4 IN THE SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF CHICAGO, HARLEM, AND BATAVIA RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS

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PERMANENT INDEX NO. 16-08-323-014  
ADDRESS: 16 N. AUSTIN  
OAK PARK, ILLINOIS

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## EXHIBIT B

### Permitted Encumbrances

See exceptions set forth in First American Title Insurance Company File Number 2195996,  
effective date of July 15, 2011

Property of Cook County Clerk's Office

