

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 1126539164 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/22/2011 03:02 PM Pg: 1 of 17

Old Republic National Title
Insurance Company

20 S. Clark Street, Ste 2000
Chicago, IL 60603
312-641-7799



Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 16-08-321-023-0000

Address:

Street: 120 West Madison

Street line 2:

City: Oak Park

State: IL

ZIP Code: 60064

Lender: Capfund CDE SIX LLC

Borrower: ESMC Title Holding Corp NFP

Loan / Mortgage Amount: \$0.00

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

Certificate number: 372203BE-29D4-4066-A944-9CC5E96EE3A3

Execution date: 08/23/2011

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Prepared By And Upon
Recordation Return To:

Darryl Jacobs, Esq.
Ginsberg Jacobs, LLC
300 S. Wacker Drive, Suite 2450
Chicago, IL 60606

(Space above this line reserved for Recorder's use.)

**MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING ("Security Instrument") is made as of this 23rd day of August, 2011, by ESMC TITLE HOLDING CORPORATION NFP, an Illinois not for profit corporation ("Borrower") and STONEHENGE COMMUNITY DEVELOPMENT XXXI, LLC, a Delaware limited liability company (together with its successors and assigns "Administrative Agent"), as administrative agent for itself, as a lender, and for CAPFUND CDE SIX LLC, a Michigan limited liability company, and VAF SUB-CDE XXI, LLC, an Illinois limited liability company (collectively, together with their successors and assigns, the "Lenders") and for the benefit of the Lenders.

A. Borrower, Administrative Agent and the Lenders are entering into a certain Loan Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the "Loan Agreement") pursuant to which Lenders will make certain loans (collectively, the "Loan") to Borrower in the maximum principal amount of Twenty-Nine Million Six Hundred Fifty Thousand and No/100 Dollars (\$29,650,000). The Loan will also be evidenced by Borrower's promissory notes to Lenders of even date herewith as follows (collectively, as amended, the "Notes"): (i) Note A made payable to Stonehenge Community Development XXXI, LLC, as a Lender, in the principal amount of \$8,390,250.00, (ii) Note B made payable to Stonehenge Community Development XXXI, LLC, as a Lender, in the principal amount of \$1,609,750.00, (iii) Note A made payable to CapFund CDE Six LLC in the principal amount of \$9,026,045.00, (iv) Note B made payable to CapFund CDE Six LLC in the principal amount of \$5,673,955.00, (v) Note A made payable to VAF Sub-CDE XXI, LLC in the principal amount of \$3,158,681.00, and (vi) Note B made payable to VAF Sub-CDE XXI, LLC in the principal amount of \$1,791,319.00. Borrower desires to secure payment and performance of Borrower's

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obligations with respect of the Loan by granting to Administrative Agent for the benefit of the Lenders the security described in this Security Instrument.

NOW, THEREFORE, to induce the Lenders to make the Loan to Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Borrower agrees as follows:

Article 1 Definitions

1.1 Definitions. Capitalized terms used in this Security Instrument and not specifically defined in this Security Instrument have the meaning provided in the Loan Agreement.

Article 2 Grant of Security

2.1 Property Mortgaged. Borrower does hereby irrevocably mortgage, grant, bargain, sell, assign, pledge, warrant, transfer and convey to Administrative Agent for the benefit of Lenders, as security for the obligations of the Borrower under the Loan Documents (the "Obligations"), with power of sale, the following property, rights, interests and estates, now owned or hereafter acquired by Borrower (collectively, "Property"):

(a) Land. All of the land described on Exhibit A attached hereto, together with all tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in any-wise appertaining to the land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the land; all estate, claim, demand, right, title or interest of Borrower in and to any street, road, highway, or alley (vacated or otherwise) adjoining the land or any part thereof; all strips and gores belonging, adjacent or pertaining to the land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Land");

(b) Improvements. All buildings, structures, improvements and fixtures now or hereafter erected or located on the Land ("Improvements");

(c) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and power, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, to the center line thereof, and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and every part and parcel thereof, with all appurtenances thereto;

(d) Fixtures and Personal Property. All machinery, equipment, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furnishing, building supplies and materials, and all other personal property of every kind and nature whatsoever owned by Borrower (or in which Borrower has or hereafter acquires an interest) and now or hereafter located upon, or appurtenant to, the Property with all accessions, replacements, betterments, or substitutions of all or any portion thereof (collectively, "Personal Property");

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- (e) Leases and Rents. All leases, subleases, licenses and other agreements granting others the right to use or occupy all or any part of the Property together with all restatements, renewals, extensions, amendments and supplements thereto ("Leases"), now existing or hereafter entered into, and whether entered before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code, and all of Borrower's right, title and interest in the Leases, including, without limitation (i) all guarantees, letters of credit and any other credit support given by any tenant or guarantor in connection therewith ("Lease Guaranties"), (ii) all cash, notes, or security deposited thereunder to secure the performance by the tenants of their obligations thereunder ("Tenant Security Deposits"), (iii) all claims and rights to the payment of damages and other claims arising from any rejection by a tenant of its Lease under the Bankruptcy Code ("Bankruptcy Claims"), (iv) all of the landlord's rights in casualty or condemnation proceeds of a tenant in respect of the leased premises ("Tenant Claims"), (v) all rents, additional rents, revenues, termination and similar payments, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Property (collectively with the Lease Guaranties, Tenant Security Deposits, Bankruptcy Claims and Tenant Claims, "Rents"), whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code, (vi) all proceeds or streams of payment from the sale or other disposition of the Leases or disposition of any Rents, and (vii) the right to receive and apply the Rents to the payment of the Debt and to do all other things which Borrower or a lessor is or may become entitled to do under the Leases or with respect to the Rents;
- (f) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (g) Insurance Proceeds. All proceeds of, and any unearned premiums on, any insurance policies covering the Property, including, without limitation, the exclusive right to receive and apply the proceeds of any claim awards, judgments, or settlements made in lieu thereof, for damage to the Property;
- (h) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in Taxes, including, without limitation, rebates as a result of tax certiorari or any other applications or proceedings for reduction;
- (i) Operating Agreements. All contracts (including, without limitation, service, supply, maintenance and construction contracts), registrations, franchise agreements, permits, licenses (including, without limitation, liquor licenses, if any, to the fullest extent assignable by Borrower), plans and specifications, and other agreements, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property, or respecting any business or activity conducted by Borrower from the Property, and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, while an Event of Default remains uncured, to receive and collect any sums payable to Borrower thereunder (collectively, "Operating Agreements");
- (j) Intangibles. All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, service marks, logos, copyrights, books and records, goodwill, and all other general intangibles relating to or used in connection with the operation of the Property;
- (k) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property (including, without limitation, the Borrower Operating Account and all

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reserves, escrows, deposit accounts and lockbox accounts established pursuant to the Loan Agreement), together with all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property from time to time held therein, and all proceeds, products, distributions, dividends or substitutions thereon or thereof;

(l) Rights to Conduct Legal Actions. The right, in the name and on behalf of Borrower, to commence any action or proceeding to protect the interest of Administrative Agent in the Property and to appear in and defend any action or proceeding brought with respect to the Property;

(m) Proceeds. All proceeds and profits arising from the conversion, voluntary or involuntary, of any of the foregoing into cash (whether made in one payment or a stream of payments) and any liquidation claims applicable thereto;

(n) Equipment. All "Equipment" as that term is defined in the Illinois Uniform Commercial Code ("UCC") as presently or hereafter in effect;

(o) Goods. All "Goods" as that term is defined in the UCC as presently or hereafter in effect;

(p) Accounts. All "Accounts" as that term is defined in the UCC as presently or hereafter in effect; and

(q) Rights. Any and all other rights of Borrower in and to the items set forth in the foregoing subsections (a) through (p), inclusive, and in and to the Property.

TO HAVE AND TO HOLD the above granted and described Property unto Administrative Agent, and its successors and assigns, forever; subject, however, to Section 2.6 below.

2.2 Grant of Security Interest; Security Agreement. Borrower hereby grants to Administrative Agent for the benefit of the Lenders, as security for the Obligations, a security interest in the Property to the fullest extent that the Property now or hereafter may be subject to a security interest under the UCC. Borrower intends for this Security Instrument to be a "security agreement" within the meaning of the UCC. Borrower hereby irrevocably authorizes Administrative Agent to prepare, execute and file all initial financing statements, and any restatements, extensions, continuations, renewals or amendments thereof, in such form as Administrative Agent may require to perfect or continue the perfection of this security interest or other statutory liens held by Administrative Agent for the benefit of the Lenders. Unless prohibited by applicable law, Borrower agrees to pay all reasonable expenses incident to the preparation, execution, filing and/or recording of any of the foregoing. With respect to any of the Property in which a security interest is not perfected by the filing of a financing statement, Borrower consents and agrees to undertake, and to cooperate fully with Administrative Agent, to perfect the security interest hereby granted to Administrative Agent in the Property. Without limiting the foregoing, if and to the extent any of the Property is held by a bailee for the benefit of Borrower, Borrower shall promptly notify Administrative Agent thereof and, if required by Administrative Agent, promptly obtain an acknowledgment from such bailee that is satisfactory to Administrative Agent and confirms that such bailee holds the Property for the benefit of Administrative Agent for the benefit of the Lenders as secured party and shall only act upon instructions from Administrative Agent with respect to the Property.

2.3 Assignment of Leases and Rents.

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(a) Rights Granted to Administrative Agent. Borrower hereby absolutely and unconditionally assigns to Administrative Agent all of Borrower's right, title and interest in and to all current and future Leases and Rents. Borrower hereby declares its intention to establish a present, absolute and irrevocable transfer and assignment to Administrative Agent of all Rents and Leases and to authorize and empower Administrative Agent to collect and receive all Rents and exercise all of Borrower's rights under the Leases (including, without limitation, the right to modify, extend or terminate any Lease) without any further action by Borrower; it being intended that this assignment is effective immediately and not an assignment made for security only, notwithstanding any provision hereof to the contrary. For purposes of giving effect to this assignment of Rents and Leases and for no other purpose, Rents and Leases shall not be deemed to be part of the "Property" as that term is defined in Section 2.1 of this Security Instrument. If, however, this assignment of Rents and Leases is not enforceable by its terms under the laws of the State where the Property is located, then Rents and Leases shall be included as part of the Property and it is Borrower's intention that, in this circumstance, this Security Instrument creates and perfects a lien of the Rents and Leases in favor of Administrative Agent for the benefit of the Lenders, which lien shall be effective as of the date of this Security Instrument.

(b) License to Borrower; Revocation. Nevertheless, subject to the terms of this Security Instrument and the Loan Agreement, Administrative Agent grants to Borrower a revocable license (i) to manage the leasing activities of the Property as contemplated by the Loan Agreement, (ii) to exercise all of Borrower's rights under the Leases and (iii) to collect and receive the Rents in trust for Administrative Agent and to apply the Rents to discharge all current amounts due on the Debt and to pay the current costs of managing, operating and maintaining the Property. So long as no Event of Default exists, the Rents remaining after application pursuant to the preceding sentence may be retained by Borrower free and clear of, and released from, Administrative Agent's rights with respect to Rents under this Security Instrument. From and after the occurrence of an Event of Default, and without the necessity of notice or prior demand or Administrative Agent's entering upon and taking and maintaining control of the Property (whether directly or through a receiver), the license granted to Borrower by this Section shall terminate automatically, and Administrative Agent shall be entitled to receive and collect the Rents as they become due and payable and exercise all of Borrower's rights or the rights of lessor under the Leases and with respect to the Rent. Administrative Agent's right to revoke the license granted to Borrower is in addition to all other rights and remedies available to Administrative Agent following an Event of Default.

(c) No Obligations Assumed by Administrative Agent. Neither the granting of this assignment to Administrative Agent, nor Administrative Agent's exercise of any rights or remedies with respect to this assignment, shall be construed (i) to make Administrative Agent or any of the Lenders a "mortgagee in possession" of the Property in the absence of Administrative Agent itself taking actual possession of the Property or (ii) to obligate Administrative Agent to take any action with respect to the Leases, including, without limitation, the performance of any obligation to be performed on the part of Borrower under any of the Leases, which shall remain exclusively with Borrower. Without limiting the foregoing, this assignment shall not operate to place on Administrative Agent any obligation or liability for: (i) the control, care, management or repair of the Property; (ii) for carrying out any of the terms and conditions of the Leases; (iii) any waste committed on the Property by tenants or any other parties; (iv) any dangerous or defective condition of the Property (including, without limitation, the presence of any Hazardous Materials as defined in the Environmental Indemnity); or (v) any negligence in the management, upkeep, repair or control of the Property resulting in injury or death to any tenant or any other party or any loss of personal property. Borrower, for itself and any party claiming under or through Borrower, hereby releases and discharges Administrative Agent and the Lenders from any such liability to the fullest extent permitted by law. Administrative Agent shall be obligated to account only for Rents actually collected or received by Administrative Agent, and Administrative Agent shall not be liable for any loss sustained by Borrower resulting from Administrative Agent's failure to lease the Property after an Event of Default.

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2.4 Fixture Filing. Certain of the Property is or will become “fixtures” (as that term is defined in the UCC) on the Premises, and this Security Instrument upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of the UCC upon such of the Property that is or will become fixtures.

2.5 Pledge of Monies Held. Borrower hereby pledges to Administrative Agent for the benefit of the Lenders, as security for the Obligations, all money now or hereafter held by Administrative Agent in escrow or reserve or on deposit pursuant to the terms hereof or pursuant to the Loan Agreement or any other Loan Document, until expended or applied as provided in this Security Instrument or such other Loan Document.

2.6 Release of Security. The grants, mortgage, liens, security interests, assignments, pledges and transfers by this Security Instrument are subject to the express condition that, if Borrower pays to Administrative Agent the Debt at the time and in the manner provided in the Loan Agreement and performs all Obligations when and as required by the Loan Agreement and each other Loan Document, Administrative Agent shall release the Property from the grants, mortgage, liens, security interests, assignments, pledges and transfers created by this Security Instrument and reconvey the Property to Borrower. Administrative Agent shall prepare (at Borrower’s expense) and deliver to Borrower such documents as are necessary to effect such release and reconveyance.

Article 3

Debt and Obligations Secured

3.1 Debt. This Security Instrument and the interests created in favor of Administrative Agent for the benefit of the Lenders hereunder are given for the purpose of securing (a) payment of principal, interest and all other amounts due at anytime under the Loan Agreement, the Promissory Notes and each of the other Loan Documents, including, without limitation, interest at the default rate, any late fee for delinquent payment, as provided in the Loan Agreement, and amounts advanced by Administrative Agent to protect and preserve the Property and the Liens hereby created for the benefit of Administrative Agent (collectively “Debt”), and (b) performance of all Obligations.

Article 4

Borrower Covenants

4.1 Payment of Debt and Performance of Obligations. Borrower will pay the Debt at the time and in the manner provided in the Loan Documents and fully and punctually perform the Obligations when and as required by the Loan Documents. Borrower may not prepay the Debt except in strict accordance with the Loan Agreement.

4.2 Compliance with Loan Agreement. Borrower shall comply with all covenants and agreements in the Loan Agreement and other Loan Documents, including, without limitation, all obligations regarding the ownership, operation, management and condition of the Property and the protection and perfection of the Liens hereby created in favor of Administrative Agent for the benefit of the Lenders. Without limiting the foregoing, Borrower agrees:

(a) No Transfers of the Property or Interests in Borrower. Borrower shall not cause or permit any direct or indirect transfer of the legal or beneficial ownership of the Property. This prohibition shall include transfers of equity or other beneficial interests in the Borrower.

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(b) Payment of Taxes and Other Lienable Charges. Borrower shall pay all taxes and other charges assessed or imposed against the Property when and as required by the Loan Agreement.

(c) Insurance. Borrower shall obtain and maintain, in full force and effect at all times, all insurance with respect to Borrower and the Property as required by the Loan Agreement.

(d) Obligations upon Condemnation or Casualty. Borrower shall comply with all obligations required under the Loan Agreement in the event the Property is damaged by a casualty or becomes involved in any condemnation. All proceeds or awards recovered or payable to Borrower as a result of a casualty or condemnation shall be paid to, and administered by Administrative Agent, in accordance with the Loan Agreement.

(e) Leases and Rents. Borrower shall not enter into any Leases for all or any portion of the Property unless in accordance with the Loan Agreement. In addition, Borrower shall not accept the prepayment of more than one month's rent payable under any lease.

(f) Operating Agreements. Borrower shall observe and perform in a timely manner each and every obligation to be observed or performed by Borrower pursuant to the terms of each Operating Agreement and shall not terminate any Operating Agreement unless otherwise permitted in accordance with the Loan Agreement.

(g) Necessary Governmental Approvals. Borrower has or will obtain all necessary approvals for the granting of the security interests provided herein.

(h) Maintenance of Property. Borrower shall insure the Property as required by the Loan Agreement and keep the Property in good condition and repair. Borrower shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change or variance in any zoning or other use classification which affects the Property or any part of it, except as permitted or required by the Loan Agreement or with Administrative Agent's express prior written consent in each instance.

4.3 Warranty of Title. Borrower has a good, marketable and insurable fee interest in the Property, free and clear of all liens, encumbrances and charges whatsoever except for the Permitted Encumbrances (as such term is defined below). Borrower shall forever warrant, defend and preserve the title and the validity and first priority of the lien of this Security Instrument and shall forever warrant and defend the same to Administrative Agent against the claims of all Persons whomsoever. For purposes hereof, "Permitted Encumbrances" shall mean those items listed on Exhibit B attached hereto.

Article 5 Subrogation

5.1 Subrogation. If the Loan is used to pay, satisfy, discharge, extend or renew any indebtedness secured by a pre-existing mortgage, deed of trust or other lien encumbering the Property ("Prior Lien"), then to the extent of funds so used, Administrative Agent shall automatically, and without further action on its part, be subrogated to all rights, including lien priority, held by the holder of the indebtedness secured by the Prior Lien, whether or not the Prior Lien is released, and such former rights are not waived but rather are continued in full force and effect in favor of Administrative Agent and are merged with the lien and security interest created herein as cumulative security for payment of the Debt and performance of the Obligations.

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Article 6 Default

6.1 Events of Default. The occurrence of an "Event of Default" as that term is defined under the Loan Agreement shall constitute an "Event of Default" under this Security Instrument. Without limiting the foregoing, the breach of any representation, warranty or covenant in this Instrument shall constitute an "Event of Default."

6.2 Remedies. If an Event of Default occurs, Administrative Agent may, at its option, and without prior notice or demand, exercise, and hereby is authorized and empowered by Borrower so to exercise, any or all of the remedies set forth in the Loan Agreement (including, without limitation, the right to accelerate the Loan) or otherwise permitted by law or in equity subject to the terms of Article 8 of the Loan Agreement.

6.3 Cumulative Remedies; No Waiver; Other Security. Administrative Agent's remedies under this Security Instrument are cumulative with the remedies provided in the other Loan Documents, by law or in equity and may be exercised independently, concurrently or successively in Administrative Agent's sole discretion and as often as occasion therefor shall arise subject to the terms of Article 8 of the Loan Agreement. Administrative Agent's delay or failure to accelerate the Loan or exercise any other remedy upon the occurrence of an Event of Default shall not be deemed a waiver of such right as remedy. No partial exercise by Administrative Agent of any right or remedy will preclude further exercise thereof. Notice or demand given to Borrower in any instance will not entitle Borrower to notice or demand in similar or other circumstances nor constitute Administrative Agent's waiver of its right to take any future action in any circumstance without notice or demand (except where expressly required by this Security Instrument to be given). Administrative Agent may release other security for the Debt, may release any party liable for the Debt, may grant extensions, renewals or forbearances with respect thereto, may accept a partial or past due payment or grant other indulgences, or may apply any other security held by it to payment of the Debt, in each case without prejudice to its rights under this Security Instrument and without such action being deemed an accord and satisfaction or a reinstatement of the Debt subject to the terms of Article 8 of the Loan Agreement. Administrative Agent will not be deemed as a consequence of its delay or failure to act, or any forbearances granted, to have waived or be estopped from exercising any of its rights or remedies.

6.4 Enforcement Costs. Borrower shall pay, on written demand by Administrative Agent, all costs incurred by Administrative Agent and any Lenders in (a) collecting any amount payable under the Loan Documents, or (b) enforcing its rights under the Loan Documents, in each case whether or not legal proceedings are commenced. Such fees and expenses include, without limitation, reasonable fees for attorneys, paralegals, law clerks and other hired professionals, a reasonable assessment of the cost of services performed by Administrative Agent's default management staff, court fees, costs incurred in connection with pre-trial, trial and appellate level proceedings, including discovery, and costs incurred in post-judgment collection efforts or in any bankruptcy proceeding. Amounts incurred by Administrative Agent and Lenders shall be added to the Debt, shall be immediately due and payable, and shall bear interest at the Default Rate from the date of disbursement until paid in full, if not paid in full within five (5) days after Administrative Agent's written demand for payment.

6.5 Application of Proceeds. The proceeds from disposition of the Property shall be applied by Administrative Agent to the payment of the Debt (including, without limitation, advances made by Administrative Agent and/or Lenders and enforcement costs incurred by Administrative Agent and/or Lenders) in such priority and proportion as Administrative Agent determines in its sole discretion subject to the terms of Article 8 of the Loan Agreement.

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6.6 Continuing Lien; Right to Release Property. If less than all of the Property is, at any time, sold through foreclosure, power of sale, or otherwise, or if Administrative Agent releases any portion of the Property (for whatever consideration Administrative Agent deems appropriate), this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property, unimpaired and without loss of priority.

6.7 LIMITATION ON PERSONAL LIABILITY. NOTWITHSTANDING ANY PROVISION HEREOF TO THE CONTRARY, BORROWER'S LIABILITY FOR PAYMENT OF THE DEBT AND PERFORMANCE OF THE OBLIGATIONS IS LIMITED HEREUNDER IN THE SAME MANNER AND TO THE SAME EXTENT AS EXPRESSLY PROVIDED IN THE LOAN AGREEMENT.

6.8 Indemnity. Borrower hereby covenants and agrees to comply with, and to cause all occupants of all or any portion of the Property to comply with, all applicable zoning, building, use and environmental restrictions and all laws, rules, statutes, ordinances, regulations, orders and requirements, including, without limitation, environmental matters and notices of violation of all governmental authorities having jurisdiction over the Property or the maintenance, use and operation thereof, and all applicable restrictions, agreements and requirements, whether or not of record (collectively, "Laws"). Borrower will deliver to Administrative Agent within ten (10) days after receipt thereof any additional permits or renewals issued and approved or disapproved with respect to the Property. Borrower hereby agrees to indemnify, defend and hold harmless Administrative Agent and Lenders and their respective officers, directors, shareholders, employees, agents and partners and their respective heirs, successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, losses, costs, damages, liabilities or expenses incurred or suffered by the Indemnified Parties arising from any failure of the Property to comply with Laws, or from any failure of Borrower to obtain, maintain or renew, or to have obtained, maintained or renewed, any permit or approval required with respect to the Property.

Article 7

Waiver of Right of Redemption and Other Rights

7.1 Waiver of Rights of Redemption, Marshalling and Other Rights. Borrower hereby waives, to the fullest extent permitted by law, the benefit of all laws, now or hereafter in force, providing for (a) the valuation or appraisal of the Property, or any party thereof, prior to any sale or sales thereof pursuant to this Security Instrument or any decree, judgment or order of a court of competent jurisdiction; (b) the right to stay or extend any such proceeding, to have this Security Instrument reinstated or to redeem the Property or any portion thereof so sold; (c) rights of marshalling relating to any such sale or sales; (d) any right to require that the Property be sold as separate tracts or units in connection with enforcement of this Security Instrument; and (e) the benefit of any moratorium, exemption or homestead rights now or hereafter provided. Borrower makes such waivers on its own behalf and on behalf of all parties now or hereafter claiming or having an interest (direct or indirect) by, through or under Borrower.

7.2 Waiver of Counterclaim. Borrower hereby waives, to the fullest extent permitted by law, the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Administrative Agent or Lenders arising out of, or in any way connected with, the Obligations.

7.3 Waiver of Foreclosure Defense. Borrower hereby waives, to the fullest extent permitted by law, any defense Borrower might have by reason of Administrative Agent's failure to make any tenant or tenant of the Property a party defendant in any foreclosure instituted by Administrative Agent.

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7.4 Waiver of Notices Generally. Borrower hereby waives, to the fullest extent permitted by law, its rights to notice from Administrative Agent except when this Security Instrument or the other Loan Documents expressly provides for Administrative Agent to give notice to Borrower.

7.5 Waiver of Statute of Limitations and Laches. Borrower hereby waives, to the fullest extent permitted by law, the benefit of any statute of limitations or laches defense to payment of the Debt or performance of the Obligations.

7.6 Governing Law; Forum.

(a) This Agreement, the other Loan Documents, and the rights and obligations of the parties hereto and thereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois, without giving effect to the conflict of law principles thereof.

(b) This Agreement and the duties and obligations of the parties hereto shall be enforceable against Borrower or Administrative Agent in the Circuit Court of Cook County, Illinois or the United States District Court for Northern District of Illinois located in Chicago, Illinois. Each of Borrower and Administrative Agent hereby submits to the exclusive jurisdiction of such courts, waives its rights to bring any action or proceeding against the other except in such courts, waives any objection, including, without limitation, any objection to the laying of venue on the grounds of forum non conveniens, which either may have or hereafter have to the bringing of any action or proceeding in such courts, and agrees that all claims in respect of this Loan Agreement may only be heard and determined in such courts.

(c) Borrower irrevocably consents to the service of process of any of the aforesaid courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Borrower at its address provided herein. Nothing contained in this Section 7.6(c) shall affect the right of Administrative Agent to serve process in any other manner permitted by law.

Article 8 Miscellaneous Provisions

8.1 Incorporation from Loan Agreement. All provisions of Article 8, inclusive, of the Loan Agreement are incorporated into this Security Instrument by this reference, as if fully reproduced herein.

8.2 Further Acts. Borrower, at Borrower's expense, agrees to take such further actions and execute such further documents as Administrative Agent reasonably may request to carry out the intent of this Security Instrument or to establish and protect the rights and remedies created or intended to be created in favor of Administrative Agent hereunder or to protect the value of the Property and the Liens and security hereby created in favor of Administrative Agent. Borrower agrees to pay all filing, registration or recording fees or taxes, and all expenses incident to the preparation, execution, acknowledgement or filing/recording of this Security Instrument or any such instrument of further assurance, except where prohibited by law so to do.

8.3 No Third Party Beneficiary. Notwithstanding any provision of this Security Instrument to the contrary, this Security Instrument is not intended by the parties to create, and shall not create, benefits on behalf of any tenant or other occupant of the Property or anyone claiming rights through any tenant or other occupant of the Property.

8.4 No Agency or Partnership. Nothing contained in this Security Instrument shall constitute any Lender or Administrative Agent as a joint venturer, partner or agent of Borrower, or render any

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Lender or Administrative Agent liable for any debts, obligations, acts, omissions, representations, or contracts of Borrower.

8.5 Binding Effect. From and after the date hereof, this Instrument shall be binding upon and inure to the benefit of Borrower, Administrative Agent and their respective successors and permitted assigns.

8.6 Notices. Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for hereunder shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows:

If to Borrower: ESMC Title Holding Corporation NFP
 c/o Easter Seals Metropolitan Chicago, Inc.
 1939 West 13th Street, Suite 300
 Chicago, Illinois 60608
 Attn: Tim Muri
 Facsimile: 312-733-0247

with a copy to: Ginsberg Jacobs LLC
 300 South Wacker Drive, Suite 2450
 Chicago, Illinois 60606
 Attn: Darryl P. Jacobs
 Facsimile: (312) 660-9612

If to Administrative Stonehenge Community Development XXXI, LLC
 Agent and Lenders: c/o Stonehenge Community Development, LLC
 236 Third Street
 Baton Rouge, LA 70801
 Email: Legal @stonehengecapital.com
 Facsimile: (225) 408-3090

with a copy to: Squire, Sanders & Dempsey (US) LLP
 2000 Huntington Center
 41 South High Street
 Columbus, OH 43215-6197
 Attention: Erik J. Rickard
 Facsimile: (614) 365-2499

with a copy to: U.S. Bancorp Community Development Corporation
 1307 Washington Avenue, Suite 300
 St. Louis, Missouri 63103
 Attn: Director of Asset Management NMTC; Ref #20838
 Facsimile: (314) 335-2602

with a copy to: Husch Blackwell LLP
 190 Carondelet Plaza, Suite 600
 St. Louis, MO 63105
 Attn: Edward J. Lieberman
 Facsimile: 314-480-1505

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with a copy to: CapFund CDE Six LLC
c/o CapFund New Markets LLC
1000 S. Washington Avenue, Suite 200
Lansing, Michigan 48910
Attention: Jacob Horner

with a copy to: Nixon Peabody LLP
Gas Company Tower
555 West Fifth Street, 46th Floor
Los Angeles, California 90013
Attention: Aleks S. Frimershtein

with a copy to: VAF Sub-CDE XXI, LLC
c/o The Illinois Valued Advisor Fund, LLC
205 N. Michigan Avenue, 28th Floor
Chicago, Illinois 60601
Attention: Michael Ross
Telephone: (608) 240-2354
Facsimile: (608) 249-0590

with a copy to: Nixon Peabody LLP
401 9th Street NW, Suite 900
Washington, DC 20004
Attention: Gregory N. Doran, Esq.
Telephone: (202) 585-8000
Facsimile: (866) 741-1877

8.7 Resignation of Administrative Agent. The Administrative Agent may resign at any time as Administrative Agent under the Loan Documents by giving written notice thereof to the Lenders and Borrower. Upon any such resignation, all of the Lenders shall have the right to appoint a successor Administrative Agent, which shall be a Lender, if any Lender shall be willing to serve, and otherwise shall be a commercial bank having total combined assets of at least Five Billion Dollars (\$5,000,000,000). If no successor Administrative Agent shall have been so appointed in accordance with the immediately preceding sentence, and shall have accepted such appointment, within thirty (30) days after the resigning Administrative Agent's giving of notice of resignation, then the resigning Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a Lender if any Lender shall be willing to serve, and otherwise shall be a commercial bank having total combined assets of at least Five Billion Dollars (\$5,000,000,000). Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under the Loan Documents as Administrative Agent. If no successor agent has accepted appointment as Administrative Agent by the date which is forty-five (45) days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as all of the Lenders appoint a successor agent as provided for above. After any Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Section and all provisions of this Agreement relating to Loans shall continue to inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under the Loan Documents. Upon any change in the Administrative Agent under this Agreement, the resigning

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Administrative Agent shall execute such assignments of and amendments to the Loan Documents as may be necessary to substitute the successor Administrative Agent for the resigning Administrative Agent.

8.8 Termination of Administrative Agent. The Requisite Lenders may terminate the services of the Administrative Agent at any time, with or without cause, by giving 15 days' advance written notice thereof to each of the Lenders, Borrower and Administrative Agent. Upon any such termination, all of the Lenders shall have the right to appoint a successor Administrative Agent, which shall be a Lender, if any Lender shall be willing to serve, and otherwise shall be a commercial bank having total combined assets of at least Five Billion Dollars (\$5,000,000,000). If no successor Administrative Agent shall have been so appointed in accordance with the immediately preceding sentence, and shall have accepted such appointment, within thirty (30) days after the date of the termination notice, then the Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a Lender, if any Lender shall be willing to serve, and otherwise shall be a commercial bank having total combined assets of at least Five Billion Dollars (\$5,000,000,000). Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent, shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under the Loan Documents as Administrative Agent. If no successor agent has accepted appointment as Administrative Agent by the date which is forty-five (45) days following the termination notice, the termination shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as all of the Lenders appoint a successor agent as provided for above. After any Administrative Agent's termination hereunder as Administrative Agent, the provisions of this Section and all provisions of this Agreement relating to Loans shall continue to inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under the Loan Documents. Upon any change in the Administrative Agent under this Section, the terminated Administrative Agent shall execute such assignments of and amendments to the Loan Documents as may be necessary to substitute the successor Administrative Agent for the terminated Administrative Agent.

[Signatures on the Following Page]

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IN WITNESS WHEREOF, the undersigned hereby signs, seals and delivers this Security Instrument

BORROWER:

ESMC TITLE HOLDING CORPORATION NFP, an Illinois not for profit corporation

By: [Signature]
Name: F. Timothy Muri
Its: President / CEO

Property of Cook County Clerk's Office

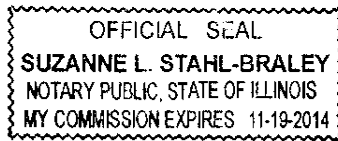
ACKNOWLEDGEMENT

State of Illinois)
County of Cook)ss
County of Cook)

On August 27, 2011, F. Timothy Muri, known personally by me to be the President / CEO of ESCMC TITLE HOLDING CORPORATION NFP, acknowledged that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as an authorized representative

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

[Signature]
Notary Public/Commissioner of Oaths



My commission expires: 11-19-2014

[Signature Page to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing – Oak Park and Hoyne]

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EXHIBIT A
Legal Description

[Legal descriptions for Oak Park and Hoyne properties to be inserted]

LOTS SIXTY-FIVE (65) AND SIXTY-SIX (66), SIXTY-SEVEN (67) AND SIXTY-EIGHT (68) IN HOUSTON'S SUBDIVISION OF THAT PART LYING SOUTH OF WISCONSIN CENTRAL RAILROAD RIGHT OF WAY OF THE WEST HALF OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Common Address: 170 West Madison, Oak Park, IL

Permanent Index Number: 16-08-321-023-0000

Lots 27 and 28 in Block 38 in Rountree's Addition to Beverly Hills Subdivision of Blocks 30, 33 and 38 in Hilliard and Dobbins Subdivision of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian except that part of Lots 27 & 28 lying South of a line 54 feet North of and parallel with the South line of Section 6 conveyed to the City of Chicago by Deed recorded as Document No. 10732384.

Common Address: 9455 South Hoyne, Chicago, IL

Permanent Index Number: 25-06-323-033-0000

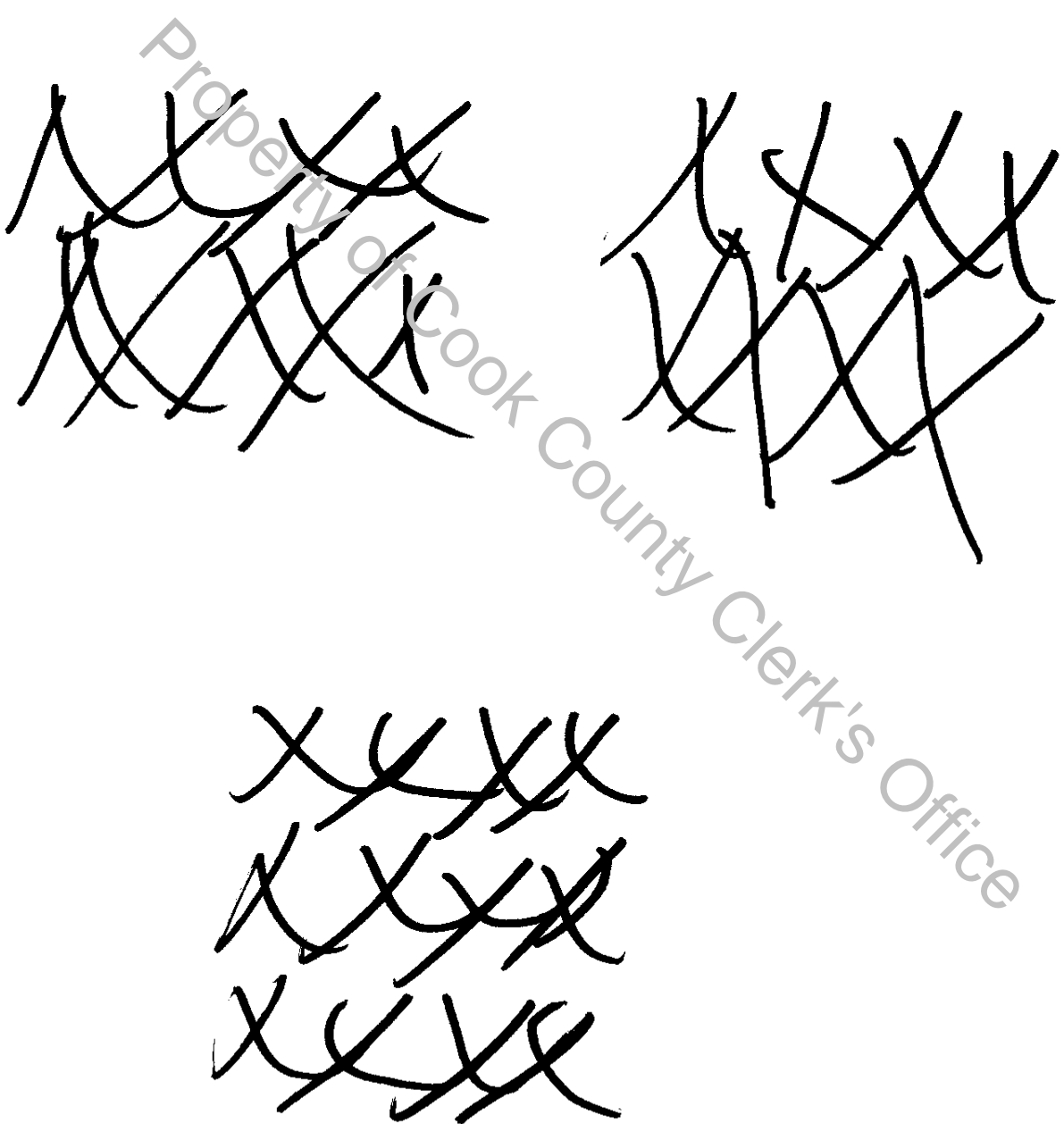
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EXHIBIT B (HOYNE, OAK PARK)

PERMITTED EXCEPTIONS

1. Lessee interest of Easter Seals Metropolitan Chicago, Inc.

Property of Cook County Clerk's Office



The content of the list item is obscured by large, dense handwritten scribbles in black ink. The scribbles are arranged in two main groups: one on the left and one on the right, with a third group of three rows of scribbles centered below them. A diagonal watermark reading "Property of Cook County Clerk's Office" is visible across the page.