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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

4402348  
GIT  
(7-16) 6/9



Doc#: 1219957137 Fee: \$106.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/17/2012 03:06 PM Pg: 1 of 35

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 20-14-315-005-0000

**Address:**

**Street:** 6217 SOUTH INGLESIDE AVENUE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60637

**Lender:** PNC CDE 14, LP, A DELAWARE LIMITED PARTNERSHIP & CDF SUBALLOCATEE XVI, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY & CONSORTIUM AMERICA XXXVI, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
**Borrower:** FOFEDC NMTC, LLC AN ILLINOIS LIMITED LIABILITY COMPANY

**Loan / Mortgage Amount:** \$28,286,000.00

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

**Certificate number:** 6CE84F85-D135-49E0-8B30-8DFD8544DA09

**Execution date:** 06/29/2012

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Prepared by and when recorded return to:  
Elizabeth D. Jensen  
Kutak Rock, LLP  
1650 Farnam Street  
Omaha, Nebraska 68102

FEDC NMTC, LLC, an Illinois limited liability company,  
as Borrower

to

PNC CDE 17, LP, a Delaware limited partnership,

and

CDF SUBALLOCATEE XVI, LLC, an Illinois limited liability company

and

CONSORTIUM AMERICA XXXVI, LLC, a Delaware limited liability company

collectively, as Lender

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

**THIS MORTGAGE AND SECURITY AGREEMENT SECURES FUTURE ADVANCES**

**This Mortgage and Security Agreement is  
made and dated as of June [28], 2012  
to be effective as of June [28], 2012**

**THIS INSTRUMENT IS TO BE INDEXED AS BOTH A  
MORTGAGE AND A FIXTURE FILING**

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

**THIS MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING** (this "Mortgage") is made as of June 28, 2012, by **FEDC NMTC, LLC**, an Illinois limited liability company ("Borrower" or "Mortgagor"), with a mailing address of 1265 East 65<sup>th</sup> Street, Chicago, Illinois 60637 to **PNC CDE 14, LP**, a Delaware limited partnership, with a mailing address of 20 Stanwix Street, Third Floor, Mailstop P4-P509-03-1, Pittsburgh, Pennsylvania 15222 ("PNC"), **CDF SUBALLOCATEE XVI, LLC**, an Illinois limited liability company with a mailing address of c/o Chicago Development Fund, c/o Dept. of Community Development, City of Chicago, 121 North LaSalle Street, Room 1000, Chicago, Illinois, 60602 ("CDF"), and **CONSORTIUM AMERICA XXXVI, LLC**, a Delaware limited liability company, with a mailing address of c/o Trammell Crow Company, 1055 Thomas Jefferson St., NW, Suite 600, Washington, DC 20007 ("CA" and collectively with CDF and PNC, the "Lender");

### RECITALS:

A. Pursuant to that certain Loan Agreement between Lender and Borrower dated as of the date hereof (the "Loan Agreement"), Lender has agreed to make certain loans to Borrower (collectively, the "Loan") evidenced by the following promissory notes: (i) that certain Promissory Note A of even date herewith ("Note A") for benefit of PNC in the amount of \$5,628,800, having an interest rate of 1.050% and a maturity date of December 1, 2042 ("Maturity Date"); (ii) that certain Promissory Note B of even date herewith ("Note B") for benefit of PNC in the amount of \$2,371,200, having an interest rate of 1.050% and maturing on the Maturity Date; (iii) that certain Promissory Note C of even date herewith for benefit of CDF in the amount of \$8,443,200, having an interest rate of 1.050% and maturing on the Maturity Date ("Note C"); (iv) that certain Promissory Note D of even date herewith for benefit of CDF in the amount of \$3,316,800, having an interest rate of 1.050% and maturing on the Maturity Date ("Note D"); (v) that certain Promissory Note E of even date herewith for benefit of CA in the amount of \$6,556,320, having an interest rate of 1.050% and maturing on the Maturity Date ("Note E"); (vi) that certain Promissory Note F of even date herewith for benefit of CA in the amount of \$1,969,680, having an interest rate of 1.050% and maturing on the Maturity Date ("Note F" and together with Note A, Note B, Note C, Note D, and Note E, the "Notes"), each delivered pursuant to the Loan Agreement, as the same may be amended from time to time. The terms and conditions of the Loan Agreement are hereby incorporated herein by reference, and capitalized terms used herein without definition have the meanings ascribed to them in the Loan Agreement.

B. Borrower has agreed to execute and deliver this Mortgage to secure to Lender the obligations of Borrower to Lender under the Loan Agreement and the Notes, and all other documents, instruments and agreements executed and delivered in connection therewith. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

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## GRANT OF MORTGAGE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes set forth below, Borrower does hereby give, grant, bargain, sell, grant a security interest in, mortgage, pledge, hypothecate, assign, and convey unto Lender, its successors and assigns, and grants a security interest in, that certain real property situated in the City of Chicago, County of Cook, State of Illinois, more particularly described in Exhibit A attached hereto and made a part hereof by reference, together with all rights and easements now or hereafter created which are appurtenant thereto (including, without limitation, all streets, alleys, passages, water, water courses, riparian rights, rights, liberties and privileges thereof, if any) and all strips and gores and all related tenements and hereditaments, if any (collectively, the "Land"), together with the following (hereinafter collectively referred to as the "Premises"):

1. All of Borrower's right, title and interest in all buildings and improvements of every kind and description now or hereafter erected or placed on the Premises, specifically including but not limited to those improvements to be constructed on the Land, and all materials intended for construction, reconstruction, rehabilitation, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Land, and all fixtures, furnishings and articles of personal property now or hereafter owned by Borrower and attached to, or located on, and used in the construction, rehabilitation, management or operation of the Premises, including but not limited to all furniture, furnishings, apparatus, machinery, equipment, trade fixtures, all plumbing, heating, lighting, ventilating, refrigerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto, and all renewals or replacements thereof, proceeds therefrom, or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner (collectively, the "Improvements"); and
2. All of Borrower's right, title and interest in all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage, and change in grade of streets, which said awards and compensation are hereby assigned to Lender; and
3. All of Borrower's right, title and interest in all present and future leases, subleases, rentals, lettings, licenses of Borrower's interest in the Premises including, without limitation, cash or securities deposited thereunder to secure performance by Borrower's lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the expiration of such terms, as well as in and to all judgments, awards of damages and other proceeds and revenues relating to rent, tenancies, subtenancies and occupancies of the Land, Improvements and personalty, and in and to present and future remainders, rents, issues, profits, and revenues thereof; and
4. All of Borrower's interest in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Borrower insuring all or any portion of the Premises and in and to any and all proceeds payable under any one or more of said policies; and

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5. All of Borrower's interest in all rents, issues, proceeds, income, revenue and profits of or accruing from any of the foregoing and any renewals, replacements, substitutions, extensions, improvements, betterments, appurtenances and additions to the Improvements or personalty made or acquired by Borrower after the date hereof and all licenses, permits and other like rights or interests now or hereafter held or acquired by Borrower and necessary or useful for the operation of the Premises; and

6. All of Borrower's interest in all contracts for the design, development, construction, management, maintenance or operation of the Premises or any of the foregoing, all licenses and permits relating to construction or any such contracts, all bonds assuring payments thereunder and all plans, designs, specifications, books and records related thereto, to the extent assignable; and

7. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land or any of the foregoing, including but not limited to the Improvements, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land or any of the foregoing, including but not limited to the Improvements, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets; and

8. All right, title and interest of Borrower in and to all easements, rights, privileges and appurtenances of the Premises at any time belonging or in any way appertaining thereto; and

9. All moneys, credits and other property of any nature whatsoever of Borrower now or hereafter in the possession of, in transit to or from, under the custody or control of, or on deposit with Lender or any affiliate of Lender (whether held by Lender individually or jointly with another), including but not limited to cash collateral accounts, construction disbursement accounts and reserve accounts; and

10. All of the following relating, directly or indirectly, to the Borrower's fee simple estate in the Land or any of the other items comprising the Premises including but not limited to: Borrower's Accounts, Inventory, Equipment, General Intangibles, Chattel Paper, Investment Property, Instruments, Documents, Letter of Credit Rights, and Supporting Obligations, as each such term is defined under the applicable version of the Uniform Commercial Code in effect; and

11. All extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and the proceeds of all of the foregoing.

**TO HAVE AND TO HOLD** all and singular the Premises, whether now owned, leased, held or hereafter acquired by Borrower, unto Lender, its successors and assigns, forever.

## DESCRIPTION OF INDEBTEDNESS

Borrower has executed and delivered this Mortgage for the purpose of securing the performance of the covenants and agreements contained herein and in any agreement made with

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respect to the obligations hereby secured, and to secure the payment when due, but not necessarily in the order set forth, of the following:

1. Any and all sums advanced or loaned to, or to be advanced or loaned to, Borrower pursuant to, and all other obligations and liabilities of Borrower arising under or in connection with the Loan Agreement or the Notes, together with payment of all indebtedness as provided in the Notes (including, but not limited to, all interest and principal as set forth therein), and payment of all other monies secured hereby together with interest thereon at the rate or rates in effect from time to time as provided in the Loan Agreement or the Notes, and including all extensions, renewals, reamortizations, restatements, modifications and amendments thereof and thereto;

2. All sums expended or advanced by Lender pursuant to any term or provision of this Mortgage or any other instrument or agreement evidencing or securing all amounts owed to Lender in accordance with the Notes and the Loan Agreement (all of such documents, together with the Loan Agreement, the Notes and this Mortgage, are hereinafter collectively referred to as the "Loan Documents"); and

3. All other obligations of Borrower to Lender under the Loan Documents (all of such debts, liabilities, and obligations being collectively referred to herein as the "Indebtedness"), and, as security for the payment of the Indebtedness, Borrower has granted to Lender a lien against the Premises. The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges (if any), late charges and loan fees at any time accruing or assessed on any of the Indebtedness, together with all costs of collecting the Indebtedness. All terms of the Indebtedness and the documents evidencing such obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Premises shall be deemed to have notice of the terms of the Indebtedness and the rate of interest on the Indebtedness may vary from time to time.

This Mortgage is given for the purpose of creating a lien on Borrower's fee simple interest in the Land and its interest in any of the other items comprising the Premises and expressly is to secure not only the existing Indebtedness but also future advances, whether such advances are obligatory or to be made at the option of Lender or otherwise, to the same extent as if such future advances were made, whether under the Loan Documents or otherwise, on the date of the execution of this Mortgage, and creates such a lien for all advances. The total amount of the Indebtedness may decrease or increase from time to time and Lender may or shall, as required and obligated by the Loan Agreement, at any time after this Mortgage is delivered for record to the Office of the County Recorder where the Premises is situated, make future advances to Borrower; however, the aggregate unpaid balance secured at any one time shall not exceed TWENTY-NINE MILLION AND NO/100 DOLLARS (\$29,000,000) or the maximum amount allowed under the law, plus interest thereon computed in accordance with the Notes and any disbursement made for the payment of taxes, levies or insurance on the Premises with interest on such disbursements computed in accordance with the Notes and any other obligation of Borrower paid for by Lender in connection with the Premises. Any such future advances, with interest, shall be secured by this Mortgage and shall be evidenced by the Loan Documents.

This Mortgage is executed and delivered to secure, among other things, future advances and re-advances, to the extent provided for in the Loan Documents. It is understood and agreed that this

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Mortgage secures all present and future advances and permitted re-advances, if any, made for the benefit of Borrower and that the lien of such future advances and re-advances shall relate back to the date of this Mortgage.

If Borrower sends a written notice to Lender which purports to limit the indebtedness secured by this Mortgage and to release the obligation of Lender to make any additional advance to or for the benefit of Borrower, such a notice shall be ineffective as to any future advances made: (a) to pay taxes, assessment, maintenance charges and insurance premiums; (b) for costs incurred for the protection of the Premises or the lien of this Mortgage; (c) on account of expenses incurred by Lender by reason of a default of Borrower hereunder or under the Loan Documents; and (d) on account of any other costs incurred by Lender to protect and preserve the Premises or the lien of this Mortgage. It is the intention of the parties hereto that any such advance made by Lender after any such notice by Borrower shall be secured by the lien of this Mortgage on the Premises.

This Mortgage secures, and the Notes evidence, the obligation of Borrower to repay any advances made after the date hereof for payment of taxes, assessments, maintenance charges, insurance premiums, costs incurred for the protection of the Premises or the lien of this Mortgage and costs incurred by Lender by reason of the occurrence of an Event of Default.

## TERMS OF MORTGAGE

Borrower represents, warrants, covenants and agrees with Lender as follows:

1. Borrower has good and valid title in the Premises, including a good and valid fee simple interest in the Land and a good and valid interest in the Improvements, subject only to the Permitted Encumbrances (as defined below) and liens created by the Loan Documents and has good right and full power to assign, transfer and convey same and to execute this Mortgage. Borrower will warrant and defend the Premises with the appurtenances thereunto belonging to Lender, its successors and assigns, forever against all lawful claims and demands whatsoever subject only to the Permitted Encumbrances and liens created by the Loan Documents. The Premises are free and clear of all liens, security interests, restrictions and encumbrances except the encumbrances set forth on Exhibit B of this Mortgage ("Permitted Encumbrances") and liens created by the Loan Documents.

2. Borrower will pay the principal of and interest on the Notes at the times and in the manner set forth in the Notes or within any applicable grace period provided thereunder and, until the same shall be fully paid without relief from valuation and appraisal laws, will comply with all the covenants and conditions herein contained and to be complied with by Borrower, and will comply with all the covenants and conditions contained in the Loan Documents.

3. (a) Borrower's principal place of business is located at the address shown in Section 48 of this Mortgage; and (b) Borrower's legal name is exactly as set forth in Section 48 of this Mortgage and all of Borrower's organizational documents or agreements delivered to Lender are complete and accurate in every respect. Borrower agrees: (i) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Lender thirty (30) days prior written notice thereof; (ii) to cooperate with Lender in perfecting all security interests granted herein and in obtaining such agreements from third parties as

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Lender deems necessary, proper or convenient in connection with the creation, preservation, perfection, priority or enforcement of any of its rights hereunder; and (iii) that Lender is authorized to file financing statements in the name of Borrower to perfect Lender's security interest in the Collateral.

4. Borrower is the sole owner of good and marketable unencumbered fee simple title to the Premises, subject only to those exceptions approved by Lender in writing or as set forth on a lender's policy of title insurance delivered to and approved by Lender at the time of the closing of the Loan secured by this Mortgage.

5. The proceeds of the obligations secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Borrower, and the entire principal obligations secured by this Mortgage constitute (i) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4(1)(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(l).

6. Borrower will pay, or cause to be paid, when due, all taxes, assessments or impositions pursuant to Section 11 below. Borrower hereby expressly grants to Lender, and agrees that Lender will have, the right (upon reasonable advance notice) to enter in and upon the Premises or any part thereof and have access to the books and records of Borrower or the operation of the Premises, to such extent and as often as Lender, in its reasonable discretion, deems necessary or desirable to prevent or cure any defaults by Borrower. Lender may pay and expend such sums of money as Lender in its sole discretion deems necessary for any such purpose and Borrower hereby agrees to pay to Lender, promptly, upon demand, all such sums so paid and expended by Lender, together with interest thereon, from the date of each such payment at the Default Rate. All sums so paid and expended by Lender, and the interest thereon, will be added to the Indebtedness and be secured by the lien of this Mortgage.

7. Borrower will maintain or cause to be maintained, the insurance coverage required under the Loan Agreement. If Borrower defaults in so insuring the Premises or in so assigning and delivering the policies, Lender may, at the option of Lender, effect such insurance from year to year and pay the premiums therefor, and Borrower shall reimburse Lender for any premiums so paid, with interest at the Default Rate specified in the Notes from the time of payment, on demand, and the same shall be secured by this Mortgage. In the event of a foreclosure of this Mortgage or the exercise by Lender of its rights under the Loan Agreement, Lender or the purchaser of Borrower's interest in the Premises shall succeed to all the rights of Borrower, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Lender pursuant to the provisions of this Mortgage.

8. In connection with the construction to be performed in accordance with the Loan Agreement, Borrower may demolish or remove or permit others to demolish or remove improvements, fixtures or personal property on the Premises, provided that all applicable laws and regulations, including but not limited to those relating to the environment, are complied with. Notwithstanding the foregoing, after completion of the construction contemplated by the Loan Agreement, no building or other property (including, but not limited to, the Improvements) now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered without the prior written consent of Lender, except that Borrower shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such of the Improvements as from time to time may become worn out or



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obsolete; provided, that, at the option of Borrower, either (a) simultaneously with or prior to such removal any such Improvements shall be replaced with other Improvements of a value at least equal to that of the replaced Improvements and free from all liens, chattel mortgages or other encumbrances and from any reservation of title, and by such removal and replacement Borrower shall be deemed to have subjected such replacement Improvements to the lien of this Mortgage, or (b) to the extent permitted under the Notes, any net cash proceeds received from such disposition shall be paid over promptly to Lender to be applied to the principal outstanding under the Notes, without any premium or penalty.

9. Except as permitted under the Loan Agreement, Borrower shall keep the Premises free and clear from all mechanics' liens and statutory liens of every kind other than taxes which may be a lien but not yet due and payable. Further, Borrower will keep and maintain the Premises free from all claims of all persons supplying labor, materials or services which will enter into or otherwise contribute to the construction of any and all Improvements now being erected or which hereafter may be erected on the Premises, notwithstanding by whom such labor or materials may have been contracted. Notwithstanding the provisions of this Section to the contrary, Borrower shall have the right to contest (and it shall not be an Event of Default so long as Borrower shall contest), in good faith and by timely and appropriate proceedings effective to stay the enforcement of any such mechanics' lien or statutory lien; provided, that: (a) appropriate reserves, as determined by Lender, in the exercise of its reasonable judgment, are made on the books of Borrower, and (b) if in the reasonable judgment of Lender the Premises shall at any time be in jeopardy of foreclosure, Borrower shall post with Lender, or such other agent as may be required pursuant to any applicable statute, sufficient security, satisfactory to Lender in its reasonable judgment, for the payment thereof, with interest, costs and penalties, under written agreement conditioning payment of such contested mechanics' lien or statutory lien upon determination of such contest, or prior thereto if the continuance of such contest or litigation shall put the Premises in jeopardy of foreclosure sale or forfeiture for such lien.

10. Borrower will keep the Premises in compliance in all material respects with laws, regulations, ordinances, covenants, restrictions or agreements affecting the Premises (including without limitation, subject to and in accordance with the Environmental Indemnity Agreement, all Environmental Laws and Handicapped Access Laws). Borrower shall observe and comply in all material respects with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and conditional use permits, privileges, franchises and concessions which are applicable to the Premises or which have been granted to or contracted for by Borrower in connection with any existing or presently contemplated use of the Premises and shall obtain and keep in full force and effect all necessary governmental and municipal approvals as may be necessary from time to time to comply in all material respects with any and all conditions attached to the insurance relating to the Premises and maintenance thereof. However, any alleged noncompliance with respect to any of the foregoing shall not be deemed to be an Event of Default if the alleged non-compliance is contested in good faith by timely and appropriate proceedings effective to stay, during the pendency of such proceedings, the enforcement thereof, and Borrower has established appropriate reserves and taken such other measures as may be required by GAAP.

11. To the extent Borrower is obligated to do so, Borrower will promptly pay and discharge all lawful taxes, payments in lieu of taxes, assessments and governmental charges or levies imposed upon it, or upon its income or profits, or upon any property, real, personal or mixed, belonging

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to it; provided, however, that Borrower shall not be required to pay any such tax, payment in lieu of tax, assessment, governmental charge or levy if the same shall not at the time be due and payable, or can be paid thereafter without penalty, or (as to any such tax, payment in lieu of tax, assessment, governmental charge or levy, other than upon Borrower's real property interests, including, without limitation, the Premises) if the validity thereof shall be contested in good faith by appropriate proceedings and if Borrower shall have set aside adequate reserves on its books with respect to such tax, payment in lieu of tax, assessment, governmental charge or levy, and if Borrower shall, in any case involving a contested payment due from it in excess of Twenty-Five Thousand Dollars (\$25,000) give notice in writing of such action to Lender; provided, that, any such tax, payment in lieu of tax, assessment, governmental charge or levy shall be paid forthwith upon the commencement of proceedings to foreclose any liens securing the same, except as may be insured against by the Title Company (as that term is defined in the Loan Agreement).

Notwithstanding the foregoing, upon the occurrence of an Event of Default and subject to the rights of priority lien holders, all rental payments received by Borrower or Lender under any and all Leases (as defined in Section 41 of this Mortgage) shall be collected and applied as set forth in the Loan Agreement.

12. Unless otherwise cured within any applicable period provided for in the Loan Documents, the whole of the principal of and the interest on the Notes and all other amounts due under the Loan Documents as of the date of the occurrence of one of the following shall become immediately due and payable at the option of Lender: (a) upon the occurrence and during the continuance of an Event of Default, as that term is defined in the Loan Agreement; or (b) after default for thirty (30) days following Lender's request to furnish any of the financial reports or statements required to be provided under the terms of the Loan Agreement; or (c) after default for thirty (30) days after notice and demand in the payment of any installment for any assessment for improvements which may now or hereafter affect the Premises and may be or become payable in installment; or (d) upon the waste, removal or demolition of, or material alteration to, any part of the Premises, except as permitted by this Mortgage; or (e) upon default in keeping in force the insurance required hereunder; or (f) upon assignment by Borrower of the whole or any part of the rents, income or profits arising from the Premises other than in accordance with the Loan Agreement; or (g) upon the occurrence of an Event of Default in the observance or performance of any other covenant or agreement of Borrower hereunder or under any other Loan Document, which continues beyond the applicable cure or grace period, if any (each of the foregoing referred to herein as an "Event of Default").

13. Upon the occurrence of an Event of Default, at the option of Lender, subject to the provisions of the Loan Agreement, the Indebtedness shall become immediately due and payable, although the Indebtedness shall not have matured, anything contained in this Mortgage to the contrary notwithstanding, and thereupon or at any time during the existence of such Event of Default, Lender may proceed to foreclose this Mortgage through judicial proceedings or by advertisements, at the option of Lender, pursuant to the statutes in such case made and provided, and sell or cause the Premises to be sold at public sale, and to convey the same to the purchaser thereof in accordance with said statutes or otherwise pursue any other right or remedy available under this Mortgage, at law or in equity in accordance with applicable law.

(a) Upon the occurrence and continuance of any Event of Default, Lender may

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institute an action of mortgage foreclosure, or take such other action at law or in equity, in accordance with applicable law, for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the obligations under the Notes and the Loan Agreement, including all sums which may have been lent by Lender to Borrower after the date of this Mortgage, all sums which may have been advanced by Lender for taxes, water or sewer rents, other lienable charges or claims insurance or repairs or maintenance, and all costs of suit, including counsel fees. Borrower authorizes Lender at its option to foreclose this Mortgage subject to the rights of any tenants of the Premises, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be asserted by Borrower as a defense to any proceedings instituted by Lender to recover the indebtedness secured hereby or, subject to any deficiency remaining unpaid after the foreclosure sale of the Premises; however, nothing herein contained shall prevent Borrower from asserting in any proceedings disputing the amount of the deficiency or the sufficiency of any bid at such foreclosure sale that any such tenants adversely affect the value of the Premises.

(b) Lender shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Borrower under the terms of this Mortgage, as they become due, without regard to whether the principal indebtedness or any other sums secured by the Notes and this Mortgage shall be due, and without prejudice to the right of Lender thereafter to bring an action to foreclose this Mortgage or take any other action for any default by Borrower existing at the time the earlier action was commenced. Any real estate sold to satisfy the Obligations secured by this Mortgage may be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Lender, in its sole discretion, may elect. Neither Borrower nor any other person now or hereafter obligated for payment of all or any part of the Obligations shall be relieved of such obligation by reason of the failure of Lender to comply with any request of Borrower or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Mortgage or the Notes, or by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Mortgage. No release of all or any part of the security as aforesaid shall in any way impair or affect the lien of this Mortgage or its priority over any subordinate lien.

(c) Notwithstanding anything set forth in this Section 13, to the extent applicable law limits (i) the availability of the exercise of any of the remedies set forth in this Mortgage, including without limitation the remedies involving a power of sale on the part of the Lender and the right of the Lender to exercise self-help in connection with the enforcement of the terms of this Mortgage, or (ii) the enforcement of waivers and indemnities made by Borrower, such remedies, waivers or indemnities shall be exercisable or enforceable, any provisions in this Mortgage to the contrary notwithstanding, if, and to the extent, applicable law in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities permits such exercise or enforcement, without regard to the enforceability of such remedies, waivers or indemnities at the time of the execution and delivery of this Mortgage.

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## 14. SPECIAL STATE PROVISIONS

(a) Lender shall be entitled to all rights and remedies that a mortgagee would have under Illinois law or in equity including but not by way of limitation, the Illinois Mortgage Foreclosure Law, Illinois Compiled Statutes, Chapter 735, Act 5, Section 15-1101, et seq., as from time to time amended ("Foreclosure Law") and the Illinois Uniform Commercial Code (the "Code"). In the event of any inconsistency between the provisions of this Mortgage and the provisions of Foreclosure Law or the Code, the provisions of Foreclosure Law or the Code shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with Foreclosure Law or the Code. Conversely, if any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Borrower which are more limited than the rights that would otherwise be vested in the Mortgage under Illinois law, Foreclosure Law or the Code in the absence of said provision, Lender shall be vested with the rights and remedies granted under Illinois law, Foreclosure Law or the Code.

(b) All advances, disbursements and expenditures (collectively, "advances") made by Lender before and during foreclosure, prior to sale, and, where applicable, after sale, for the following purposes, including interest thereon at the Default Rate (as defined in the Loan Agreement), are hereinafter referred to as "Protective Advances" and shall constitute additional indebtedness hereunder and shall be secured by the lien hereof:

(i) any amount for restoration or rebuilding in excess of the actual or estimated proceeds of insurance or condemnation award for the purpose of such repair or replacement;

(ii) advances in accordance with the terms of this Mortgage to: (i) protect, preserve or restore the Premises; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Foreclosure Law;

(iii) payments of (A) when due installments of principal, interest or other obligations in accordance with the terms of any prior encumbrance; (B) when due installments of real estate taxes and other charges; (C) other obligations authorized by this Mortgage; or (D) with court approval any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, all as referred to in Section 15-1505 of the Foreclosure Law;

(iv) reasonable attorneys' fees and other reasonable costs incurred in connection with the foreclosure of this Mortgage as referred to in Sections 15-1504(d)(2) and 15-1510 of the Foreclosure Law and in connection with any other litigation or administrative proceeding to which the Lender may be or become or be threatened or contemplated to be a party, including probate and bankruptcy proceedings, or in the preparation for the commencement or defense of any such suit or proceeding; including filing fees, appraisers' fees, outlays for documents and expert evidence, witness fees, stenographer's charges, publication costs, and costs (which

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may be estimated as to items to be expended after entry of judgment) of procuring all such abstracts of title, title charges and examinations, foreclosure minutes, title insurance policies, appraisals, and similar data and assurances with respect to title and value as Lender may deem reasonably necessary either to prosecute or defend such suit or, in case of foreclosure, to evidence to bidders at any sale which may be had pursuant to the foreclosure judgment the true condition of the title to or the value of the Premises;

(v) Lender's reasonable fees and costs arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Foreclosure Law;

(vi) payment by Lender of real estate taxes and other charges as required of Borrower by Section 11 of this Mortgage;

(vii) Lender's advances of any amount required to make up a deficiency in deposits for installments of real estate taxes and other charges, as may be required of Borrower under this Mortgage;

(viii) expenses deductible from proceeds of sale referred to in Subsections (a) and (b) of Section 15-1512 of the Foreclosure Law; and

(ix) expenses incurred and expenditures made by Lender for any one or more of the following: (A) if any of the Premises consists of an interest in a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (B) premiums upon casualty and liability insurance made by Lender whether or not Lender or a receiver is in possession, if reasonably required, without regard to the limitation to maintaining of insurance in effect at the time any receiver or mortgagee takes possession of the Premises imposed by Subsection (c)(1) of Section 15-1704 of the Foreclosure Law; (C) payments required or deemed by Lender to be for the benefit of the Premises or required to be made by the owner of the Premises under any grant or declaration of easement, easement agreement, reciprocal easement agreement, agreement with any adjoining land owners or other instruments creating covenants or restrictions for the benefit of or affecting the Premises; (D) shared or common expense assessments payable to any association or corporation in which the owner of the Premises is a member in any way affecting the Premises; (E) operating deficits incurred by Lender in possession or reimbursed by Lender to any receiver; (F) fees and costs incurred to obtain an environmental assessment report relating to the Premises; and (G) any monies expended in excess of the aggregate face amounts of the Notes.

(c) This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded, pursuant to Subsection (b)(5) of Section 15-1302 of the Foreclosure Law. The Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Foreclosure Law, be included in:

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- (i) determination of the amount of indebtedness secured by this Mortgage at any time;
- (ii) the indebtedness found due and owing to the Lender in the judgment of foreclosure and any subsequent amendment of such judgment, supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after entry of such judgment, it being hereby agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (iii) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Foreclosure Law;
- (iv) determination of the application of income in the hands of any receiver or mortgagee in possession; and
- (v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 15-1508 and Section 15-1511 of the Foreclosure Law.

All moneys paid for Protective Advances or any of the other purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Lender to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable upon demand and with interest thereon at the Default Rate commencing on the date of demand. Inaction of Lender shall never be considered as a waiver of any right accruing to it on account of any default on the part of Borrower.

(d) If an Event of Default has occurred and is continuing hereunder, Lender shall have the right to foreclose the lien hereof for such indebtedness or part thereof and pursue all remedies afforded to a mortgagee under and pursuant to the Foreclosure Law.

(e) Borrower represents and agrees that the indebtedness secured hereby is exempt from the limitation upon the amount of interest that may be charged under 815 ILCS 205/4 for one or more of the reasons set forth in such statute, and such indebtedness constitutes a business loan which comes within the purview of 815 ILCS 205/4.

(f) Borrower acknowledges that the Premises does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Foreclosure Law or residential real estate as defined in Section 15-1219 of the Foreclosure Law. Borrower hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Mortgage on behalf of Borrower and on behalf of each and every person acquiring any interest in or title to the Premises of any nature whatsoever, subsequent to the date of this Mortgage. The foregoing waiver of right of redemption is made pursuant to the provisions of Section 15-1601(b) of the Foreclosure Law. In addition, Borrower waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by Illinois law.

(g) At all times, regardless of whether any Loan proceeds have been disbursed, this Mortgage secures (in addition to the amounts secured hereby) the payment of any and all Loan

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commissions, service charges, liquidated damages, expenses and advances due to or incurred by Lender in connection with the Loan; provided, however, that in no event shall the total amount secured hereby exceed two hundred percent (200%) of the aggregate face amounts of the Notes.

(h) This Mortgage is an open-end mortgage, and shall secure the payment of any amounts advanced from time to time under the Loan Documents, or under other documents stating that such advances are secured hereby. This Mortgage also secures any and all future Obligations arising under or in connection with this Mortgage, which future Obligations shall have the same priority as if all such future Obligations were made on the date of execution hereof. Nothing in this Section or in any other provision of this Mortgage shall be deemed an obligation on the part of Lender to make any future advances of any sort.

(i) At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation awards), to any and all leases of all or any part of the Premises upon the execution by Lender and recording thereof, at any time hereafter in the appropriate official records of the County wherein the Premises is situated, of a unilateral declaration to that effect.

(j) To the extent any of the terms and provisions of this Section conflict with the other terms and provisions of this Mortgage, the terms and provisions of this Section shall govern and control.

15. Borrower agrees that, to the extent applicable and enforceable under the laws of the State of Illinois, whether now existing or hereinafter enacted, upon the occurrence of an Event of Default hereunder, then, at the option of Lender, without any further notice to Borrower, the entire debt secured hereby, together with all prepayment and other charges to which Lender would be entitled under this Mortgage, the Loan Agreement, any of the other Loan Documents or by law, shall be due and payable and Lender shall have the right of foreclosure or statutory power of sale, to the extent available at law, and shall be entitled to exercise any and all other rights and remedies contained herein, in the Loan Agreement or any of the other Loan Documents or available at law, including all rights and remedies available to a secured party under the Uniform Commercial Code, specifically including, without limitation, the following: the right to take immediate possession of any or all of the Premises and, with or without taking possession of the Premises, to sell, lease or otherwise dispose of any or all of the Premises, either at public or private sale, upon commercially reasonable terms, and Borrower or Lender may become the purchaser thereof. In the event of any sale, whether public or private, Lender shall, after deducting all costs and expenses of any kind (including, without limitation, reasonable attorneys' fees), apply the residue of the proceeds of such sale toward the payment of any and all of such accounts, with interest, which at the time of said application may be due to or for the benefit of Lender from Borrower under the terms of the Loan Documents or any of them or of this Mortgage, and any other amounts which may be owing to Lender by Borrower at such time, returning the surplus, if any, to Borrower.

Borrower acknowledges and agrees that a disposition of the Collateral in accordance with Lender's rights and remedies as heretofore provided is a disposition thereof in a commercially reasonable manner and that ten (10) days prior notice of such disposition is commercially reasonable

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notice. Borrower further agrees that any sale or other disposition of all or any portion of the Collateral may be applied by Lender first to the reasonable expenses in connection therewith, including reasonable attorneys' fees and disbursements, and then to the payment of the Indebtedness.

16. In any case in which Lender has the right to sell the Premises or to institute foreclosure proceedings, Borrower agrees to pay to the holder of the Indebtedness the whole amount then due and payable thereon for interest and principal and, to the extent permitted by applicable law, premium, if any, with interest on overdue principal and interest at the Default Rate specified in the Notes from the date the same became payable, whether by lapse of time, acceleration, or otherwise. Borrower hereby agrees that if Lender commences any proceeding to foreclose this Mortgage or any other suit in equity, action at law, or other appropriate proceeding to enforce its rights under the Notes, the Loan Agreement, this Mortgage or any of the other Loan Documents, then Borrower shall pay to Lender all costs and expenses (including reasonable attorneys' fees) paid or incurred by Lender in connection therewith, which costs and expenses may be included in any judgment in favor of Lender in any such suit, action, or proceeding.

17. In the case of any sale of the Premises pursuant to any judgment or decree of any court or at public auction or otherwise in connection with the enforcement of any of the terms of this Mortgage, Lender, its successors or assigns, may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Notes, the Loan Agreement and any claims for interest accrued and unpaid thereon, together with all other sums, with interest, advanced and unpaid hereunder, in order that there may be credited as paid on the purchase price the Indebtedness then due, including principal and interest thereon and all other sums, with interest, advanced and unpaid hereunder and under the Loan Agreement, this Mortgage and the other Loan Documents.

18. Borrower hereby agrees that in the event Borrower shall fail to comply with any or all of its covenants, agreements, conditions and stipulations herein set forth and such failure becomes an Event of Default, then Lender shall be and hereby is authorized and empowered at its option, but without legal obligation so to do, to pay and/or perform the same without waiver of any other remedy, including, without limitation, payment and/or performance: (a) of any unpaid obligation secured by any lien on the Premises and all or any part of any unpaid taxes; (b) to effect insurance on the Premises in the amounts required hereunder; and (c) to enter or have its agents enter upon the Premises whenever necessary for the purpose of inspecting the Premises and curing any Event of Default. Borrower agrees that Lender shall thereupon have a claim against Borrower for all sums paid by Lender for such taxes, insurance, rents and defaults cured, together with a lien upon the Premises for the sum so paid plus interest thereon at the Default Rate specified in the Notes from and after the date of advancement. Lender, in making any payment herein as hereby authorized in the place and stead of Borrower relating to (x) taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the validity of any tax, sale forfeiture, tax lien or title or claim thereof; or (y) any adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity of same; or (z) any other purpose herein and hereby authorized, but not enumerated in this Section, may do so whenever, in its reasonable judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this Mortgage and; provided, further, that in connection with any advance, Lender, in the event of apparent or thereafter adverse title, lien or encumbrance, or foreclosure, by Lender or any other lien



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claimant, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expense of which shall be repayable by Borrower within five (5) business days after Lender's written demand and shall be secured by this Mortgage. No payment or performance by Lender under this Section shall be deemed to constitute a waiver of, or in any way relieve Borrower from, any Event of Default hereinafter.

19. In the event an action shall be instituted to foreclose this Mortgage, or, to the extent permitted by applicable law, prior to foreclosure but after the occurrence and during the continuance of an Event of Default or after a series of successive defaults by Borrower, none of which have been waived in writing by Lender, Lender shall be entitled to the appointment of receiver of the earnings, income, rents, issues and profits of the Premises as a matter of right and, to the extent permitted by applicable law, without notice or demand and without giving bond to Borrower or anyone claiming through or under Borrower, and without regard to the solvency or insolvency of Borrower or any other Person liable for the Indebtedness or to the value of the Premises or the occupancy thereof as a homestead, with power to collect the earnings, income, rents, issues and profits of the Premises due and becoming due during the period of default and/or the pendency of such foreclosure suit to and including the date of confirmation of the sale under such foreclosure and during the redemption period, if any, after such confirmation, and with such powers as the court making such appointment shall confer, including application of such earnings, income, rents, issues and profits to the Indebtedness, such earnings, income, rents, issues and profits being hereby expressly assigned and pledged as security for the Indebtedness without regard to the value of the Premises or the solvency of any person or persons liable for the payment of the Indebtedness and regardless of whether Lender has an adequate remedy at law. To the extent permitted by applicable law, Borrower for itself and for any subsequent owner of the Premises hereby waives any and all defenses to the application for a receiver as above provided and hereby specifically and irrevocably consents to such appointment without demand or bond but nothing herein contained is to be construed to deprive the holder of this Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provision for the appointment of receiver and the assignment of such rents, issues and profit is made an express condition upon which the Indebtedness are made. In such event, the court shall at once on application of Lender or its attorney in such action, appoint a receiver to take immediate possession of, manage and control the Premises, for the benefit of the holder or holders of the Indebtedness and of any other parties in interest, with power to collect the rents and profits of the Premises during the pendency of such action, and to apply the same toward the payment of the Indebtedness, notwithstanding that the Premises or any part thereof is occupied by Borrower or any other person. The rights and remedies herein provided for shall be deemed to be cumulative and in addition to, and not in limitation of, those provided by law; and if there be no receiver so appointed, Lender itself may proceed to collect the rents, issues and profits from the Premises. From any said rents, issues and profits collected by the receiver or by Lender prior to a foreclosure sale shall be deducted the cost of collection thereof and the expenses of operation of the Premises, including but not limited to real estate commissions, the receiver's fee and the reasonable fees of its attorney, if any, Lender's reasonable attorneys' fees, if permitted by law, and court costs; the remainder shall be applied against the Indebtedness. In the event such rents, issues and profits and other income are not adequate to pay all taxes and other expenses of operation, Lender may, but shall not be obligated to, advance to any receiver the amounts necessary to operate, maintain and repair the Premises and any such amounts so advanced, together with interest thereon at the Default Rate as specified in the Notes from and after the date of advancement, shall be secured by this Mortgage and have the same priority of collection as the Indebtedness. The rights hereby conferred

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upon Lender have been agreed upon prior to any default by Borrower hereunder and the exercise by Lender of any such rights shall not be deemed to put Lender in the status of a "Mortgagee in possession." Borrower acknowledges that this provision is material to this transaction and that Lender would not make the loan secured hereby but for this Section.

20. After the occurrence and during the continuance of an Event of Default, Lender, either itself or through its agents or attorneys, is authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon the Premises, or any part thereof, and to take possession of the Premises and of all books, records and accounts relating thereto and to exclude Borrower and its agents and employees wholly therefrom, and to exercise without interference from Borrower any and all rights which Borrower has with respect to the management, possession, operation, protection or preservation of the Premises, including the right to rent the same for the account of Borrower and to deduct from such rents all costs, expenses and liabilities of every character incurred by Lender in collecting such rents and in managing, operating, maintaining, protecting or preserving the Premises (including, without limitation, reasonable attorneys' fees) and to apply the remainder of such rents on the Indebtedness in such manner as Lender may elect. All such costs, expenses and liabilities incurred by Lender in collecting such rents and in managing, operating, maintaining, protecting or preserving the Premises, if not paid out of rents as hereinabove provided, shall constitute a demand obligation owing by Borrower and shall draw interest from the date of expenditure until paid at the Default Rate, all of which shall constitute a portion of the Indebtedness. If necessary to obtain the possession provided for above, Lender may invoke any and all legal remedies to dispossess Borrower, including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution. In connection with any action taken by Lender pursuant to this Section, Lender shall not be liable for any loss sustained by Borrower resulting from any failure to let the Premises, or any part thereof, or from any other act or omission of Lender in managing the Premises unless such loss is caused by the gross negligence or willful misconduct of Lender, nor shall Lender be obligated to perform or discharge any obligation, duty or liability under any lease agreement covering the Premises or any part thereof or under or by reason of this instrument or the exercise of rights or remedies hereunder. Nothing in this Section shall impose any duty, obligation or responsibility upon Lender for the control, care, management or repair of the Premises, nor for the carrying out of any of the terms and conditions of any such lease agreement; nor shall it operate to make Lender responsible or liable for any waste committed on the Premises by the tenants or by any other parties or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger except if due to Lender's gross negligence or willful misconduct.

21. Each remedy or right of Lender shall not be exclusive of but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any Event of Default hereunder shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or acquiescence therein, nor shall it affect any subsequent Event of Default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Lender.

22. Within ten (10) business days, upon request of Lender by mail, Borrower will furnish an estoppel certificate or written statement, duly acknowledged, of the amount advanced to it under the

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Loan Agreement and/or the amount due under the Notes to Borrower's knowledge, information and belief.

23. **Notice.** All notices, demands and requests which may be or are required to be given by either party to the other by the terms hereof shall be in writing. All notices, demands and requests to:

*If to Borrower:* FEDC NMTC, LLC  
 c/o Foundation for Emotionally Disturbed Children  
 Until January 1, 2014:  
 1365 East 60th Street  
 Chicago, Illinois 60637  
 Attention: Abby Simon, Chief Financial Officer  
 Facsimile: (773) 702-1203  
 e-mail: asimon@yoda.bsd.uchicago.edu

After January 1, 2014:  
 937 East 63<sup>rd</sup> Street  
 Chicago, Illinois 60637  
 Attention: Abby Simon, Chief Financial Officer  
 Facsimile: (773) 702-1203  
 e-mail: asimon@yoda.bsd.uchicago.edu  
 Facsimile: (773) 834-5079

*with a copy to:* Whitted Cleary & Takiff LLC  
 3000 Dundee Road, Suite 303  
 Northbrook, Illinois 60062  
 Attention: Brooke R. Whitted  
 Facsimile: (847) 564-8419  
 Email: bwhitted@wct-law.com

And

Applegate & Thorne-Thomsen, P.C.  
 626 West Jackson Boulevard, Suite 400  
 Chicago, Illinois 60661  
 Attention: Debra A. Kleban, Partner  
 Facsimile: (312) 491-4411  
 e-mail: dkleban@att-law.com

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*If to PNC:* PNC CDE 14, LP  
 c/o PNC Bank, N.A  
 20 Stanwix Street, Third Floor  
 Pittsburgh, Pennsylvania 15222  
 Mailstop: P4-P509-03-1  
 Attention: Kelly Clements  
 Telephone: (412) 768-8956  
 Facsimile: (412) 644-7664

*with a copy to:* Kutak Rock LLP  
 The Omaha Building  
 1650 Farnam Street  
 Omaha, Nebraska 68102-2186  
 Attention: Scott C. Neill  
 Facsimile: (402) 346-1148  
 E-mail: scott.neill@kutakrock.com

*If to CDF:* CDF Suballocatee XVI, LLC  
 c/o Chicago Development Fund  
 c/o Department of Community Development  
 City of Chicago  
 121 North LaSalle Street, Room 1000  
 Chicago, Illinois 60602  
 Attention: Commissioner, Department of Community  
 Development  
 Facsimile: (312) 747-9207  
 Attention: Deputy Commissioner for Development Finance  
 Department of Community Development  
 Facsimile: (312) 747-2314

*with a copy to:* S.B. Friedman & Company  
 221 North LaSalle Street, Suite 820  
 Chicago, Illinois 60601  
 Attention: Tony Q. Smith  
 Facsimile: (312) 424-4262

And

Perkins Coie, LLP  
 131 South Dearborn, Suite 1700  
 Chicago, Illinois 60603  
 Attention: Robert D. Stephan  
 Facsimile: (312) 324-9626

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*If to CA:* Consortium America XXXVI, LLC  
 c/o Trammell Crow Company  
 1055 Thomas Jefferson St., NW  
 Suite 600  
 Washington, DC 20007  
 Attn: Adam Weers  
 Facsimile: 202-337-7364  
 Email: aweers@consortiumcapital.com

*With a copy to:* Holland & Knight LLP  
 10 Saint James Avenue, 11<sup>th</sup> Floor  
 Boston, Massachusetts 02116  
 Attn: Jeffrey D. Gaulin  
 Facsimile: (617) 523-6850  
 Email: jeff.gaulin@hkllaw.com

*In the case of notice to Lender, a copy shall also be provided to:* LSSC Investment Fund, LLC  
 c/o FNC Bank, N.A.  
 20 Stanwix Street, Third Floor  
 Mailstop P/P509-03-1  
 Pittsburgh, Pennsylvania 15222  
 Attention: Kelly Clements  
 Facsimile: (412) 644-5099  
 E-mail: kelly.clements@pnc.com

and

Kutak Rock LLP  
 The Omaha Building  
 1650 Farnam Street  
 Omaha, Nebraska 68102-2186  
 Attention: Scott C. Neill  
 Facsimile: (402) 346-1148  
 E-mail: scott.neill@kutakrock.com

All notices, demands and requests hereunder which are sent by certified mail as aforesaid shall be deemed to have been given and therefore be effective as of the date of receipt shown on the return receipt card accompanying the notice or the date of refusal to accept delivery as shown on said card.

24. If any action or proceeding be commenced in which Lender becomes a party or participates by reason of being the holder of this Mortgage or the debt secured hereby, all sums actually paid by Lender (including reasonable attorneys' fees) for the expense of so becoming a party or participating shall, on demand, be paid by Borrower, together with interest thereon at the prime rate in effect from time to time as announced by a local banking institution identified by Lender and shall be a lien on the Premises, prior to any right or title to, interest in, or claim upon, the Premises subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the

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Notes; and that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, expenses and allowances shall prevail unaffected by this covenant.

25. Borrower will maintain the Premises in good condition, reasonable wear and tear excepted, will not commit or suffer any waste of the Premises, and will comply with, or cause to be complied with, in all material respects, all statutes, ordinances and requirements of any governmental authority relating to the Premises. Borrower, if authorized by Lender, will promptly repair, replace or rebuild any part of the Premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in Section 24 hereof. Borrower will complete and pay for, within a reasonable time, subject to Force Majeure, any structure at any time in the process of construction on the Premises. Borrower will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction which limits or defines the use which may be made of the Premises or any part thereof.

26. Notwithstanding any taking by eminent domain, any alteration of the grade of any street or any other injury to or decrease in the value of the Premises by any public or quasi-public authority or corporation, Borrower shall continue to pay interest on the unpaid principal amount of the Notes until any such award or payment shall have been actually received by Lender, and any reduction in said principal amount resulting from the application by Lender of such award or payment as herein set forth shall be deemed to take effect only on the date of such receipt. With respect to any such taking, said award or payment may be applied in such proportions as Lender in Lender's sole discretion may elect to the payment of the Notes in accordance with the terms thereof and/or the altering, restoring, or rebuilding of any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade or other injury to the Premises; provided, however, that if Borrower is not in default under the Notes or any of the Loan Documents at the time any such proceeds are received, Borrower shall have the option to apply any such proceeds to the extent necessary to restore the Premises to at least the same condition and value that they had immediately prior to said receipt, and shall then apply the balance of such proceeds, if any, to the prepayment of the Notes as aforesaid. If prior to the receipt by Lender of such award or payment the Premises shall have been sold on foreclosure of this Mortgage, Lender shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs and expenses incurred by Lender in connection with the collection of such award or payment.

27. If the Premises or any portion thereof, whether complete or under construction, or the contents thereof owned by Borrower, are damaged or destroyed by an insurable consequence such as fire, flood, earthquake, wind, or other casualty covered by standard extended coverage endorsements (an "Insurable Loss"), Borrower shall so notify Lender within two (2) business days of such event and Borrower shall, subject to the rights of Lender under the Loan Agreement:

(a) make or cause to be made the repairs to or replacements of the Premises necessary to repair and restore the Premises as nearly as possible to the condition the Premises were in immediately prior to such Insurable Loss ("Restoration") with the insurance proceeds

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received by Borrower and such other funds as Borrower may apply, and Lender shall make any insurance proceeds received by Lender as a result of such Casualty Loss, after deduction of its reasonable costs and expenses, if any, in collecting the same (the "Net Insurance Proceeds") available for the repair and restoration of the Premises; provided, that, in the event that the insurance proceeds exceed One Hundred Thousand Dollars (\$100,000) Borrower shall have provided to the reasonable satisfaction of Lender (1) contracts for such repair or replacement demonstrating Borrower's ability to effect such repair or replacement at a cost not greater than such insurance proceeds (or, if such cost is greater, accompanied by an explanation of the source of funds for such excess amounts satisfactory to Lender), and (2) cash-flow projections and other assurances reasonably satisfactory to Lender providing for Borrower's ability to meet its obligations under the Loan Documents during the period from such Casualty Loss until and following completion of such repair or replacement. Upon satisfaction of the applicable provisions of the preceding sentence of this paragraph, (i) if the insurance proceeds are less than or equal to One Hundred Thousand Dollars (\$100,000) the Net Insurance Proceeds will be disbursed by Lender to Borrower to pay for the costs of repair and restoration of the Premises, or (ii) if the Insurance proceeds are greater than One Hundred Thousand Dollars (\$100,000), the Net Insurance Proceeds shall be held by Lender in a separate interest-bearing account until expended in connection with the repair and restoration of the Premises, it being agreed that any Net Insurance Proceeds (together with any accrued interest thereon) so held by Lender shall constitute additional security for the payment of the Indebtedness. The Net Insurance Proceeds (together with any accrued interest thereon) so held by Lender shall be paid by Lender to Borrower for application of as much as may be necessary for the payment of the costs of repair, rebuilding or restoration, either on completion thereof or as the work progresses, as directed by Borrower. As a condition to the disbursement of the Net Insurance Proceeds (and any accrued interest thereon) so held by Lender, Lender shall be entitled to receive (A) title continuation from the title company insuring the Premises evidencing that no mechanics' liens have been filed against the Premises, (B) a certificate from an engineer or architect selected by Lender, certifying that all work in place has been completed in accordance with the plans and specifications approved by Lender, and (C) certificates, affidavits and/or lien waivers from contractors and materialmen that all sums payable to such contractors and materialmen to the date of such certificates or affidavits have been paid. Lender may, prior to making payment from such separate award account, require Borrower to provide evidence that, or deposit with Lender moneys to be placed in such account so that, there will be adequate moneys available for such repair and restoration if the Net Insurance Proceeds are not sufficient for such purpose. Lender shall not be obligated to make any payment from such account if there exists an Event of Default hereunder. Any balance of the Net Insurance Proceeds (together with any accrued interest thereon) held by Lender remaining after payment of all costs of such repair, rebuilding or restoration shall be applied by Lender in accordance with (b) below; or

(b) apply all insurance proceeds received directly by Borrower from any insurance funds or instruct Lender to make such payment from insurance funds received directly by Lender to the payment of all reasonable costs incurred in the collection thereof (including, without limitation, reasonable attorneys' fees and expenses except as may have been limited by law or by judicial order or decision entered in any action to foreclose this Mortgage), and any balance shall be paid to the Borrower and to repayment of the Indebtedness (the "Repayment"),

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provided that prior to the end of the Compliance Period such repayment shall only be permitted up to the amount of Restoration.

Notwithstanding the previous sentence, if after the end of the Compliance Period, at the time of such Insurable Loss, Borrower is in default under any Loan Documents beyond the expiration of any applicable grace or cure periods, the election between Repayment and Restoration shall be made by Lender, at Lender's sole discretion.

25. Lender and any persons authorized by Lender shall have the right to enter and inspect the Premises accompanied by a representative of Borrower during normal business hours of Borrower and upon not less than three (3) business day's notice and without notice when exigent circumstances exist, in Lender's reasonable judgment. Borrower, at any time after default by Borrower in the performance of any of the terms, covenants or provisions of this Mortgage, the Notes, the Loan Agreement or any other instrument which may be held by Lender as additional security for the Notes, shall employ, for the duration of such default, as managing agent of the Premises, any person from time to time designated by Lender.

29. Except as permitted under the Loan Agreement, Borrower will not assign the whole or any part of the rents, income or profits arising from the Premises other than to Lender; provided, that, the terms of such assignment clearly recognize and are subordinate to the priority of any assignment in favor of Lender in accordance with the Loan Agreement, and any such prohibited assignment shall be null and void. Borrower does hereby agree not to sell, lease, or otherwise dispose of the Premises or any part thereof or interest therein, and agrees not to suffer any lien inferior to or superior to the lien hereby created to exist or attach to the Premises other than the Permitted Encumbrances and as otherwise permitted by the Loan Agreement, and should Lender consent to change of ownership of the Premises without releasing Borrower from the Indebtedness, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Mortgage and the Notes in the same manner as with Borrower and may forbear to sue, and may extend time or modify payment (whether principal or interest) of the Indebtedness secured hereby, without discharging or in any way affecting the liability of Borrower hereunder upon the Indebtedness hereby secured. In the event of any Event of Default by Borrower under this Mortgage, the Notes, or any other instrument which may be held by Lender as additional security for the Notes, and upon the occurrence and during the continuance of an Event of Default as defined in the Loan Agreement, it shall be lawful for Lender to enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, and to let the same, either in its own name or in the name of Borrower, and to receive the rents, issues and profits of the Premises and to apply the same, after the payment of all necessary charges and expenses, on account of the amount hereby secured. Said rents and profits are, in the event of any such default or Event of Default, hereby assigned to Lender. Upon notice and demand, Borrower will transfer and assign to Lender, in form satisfactory to Lender, its interests as lessor in any and all leases now or hereafter affecting the whole or any part of the Premises.

30. Lender shall have the right from time to time to sue for any sums (whether interest, principal, damages for failure to pay interest or principal, taxes or any other sums required to be paid under the terms of this Mortgage) as the same become due, without regard to whether or not the principal of the Notes or any other amount secured by this Mortgage shall be due and without prejudice



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to the rights of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

31. If at any time the United States of America shall require internal revenue stamps to be affixed to the Notes, Borrower will pay for the same when due together with any interest or penalties imposed in connection therewith.

32. If Borrower consists of more than one party, such parties shall be jointly and severally liable under any and all obligations, covenants and agreements of Borrower contained herein.

33. Nothing contained in this Mortgage, in any other Loan Documents or in any other instrument further securing the Notes shall create a partnership or joint venture between Lender and Borrower or between Lender and any other party, or cause Lender to be liable in any way for the debts or obligations of Borrower or any other party.

34. With respect to the Premises and Borrower's operation thereof, (a) Borrower will keep proper books of record and account in accordance with sound accounting practice and (b) Lender shall have the right, upon reasonable prior notice and during normal business hours, to examine and audit the books of account of Borrower (which books, records and statements, and the data used as a basis for their preparation, shall be kept and preserved for at least five years, or such longer period as may be required pursuant to the Loan Agreement) and to discuss the affairs, finances and accounts of Borrower and to be informed as to the same by its members, all at such reasonable times and intervals as Lender may desire.

35. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that Borrower shall not assign its rights hereunder or its rights to all or any part of any disbursement to be made hereunder, nor transfer, assign, convey or otherwise dispose of the Premises or any part thereof, other than conveying the interests pursuant to a Lease, without the prior written consent of Lender, which consent may be withheld or conditioned in Lender's sole discretion. Any attempted transfer, assignment, conveyance, encumbrance or hypothecation of this Mortgage, of all or any part of any disbursement or of the Premises or any part thereof, voluntarily or involuntarily, or any transfer or assignment of fifty percent (50%) of the ownership of Borrower, including, without limitation: (a) the merger into or consolidation with any other person or business entities, (b) the changing of the nature of the business of Borrower, or (c) a substantial distribution, liquidation, encumbrance or other disposal of Borrower's assets, shall at the sole discretion of Lender, immediately accelerate the Notes, anything in the Notes, the Loan Agreement or this Mortgage to the contrary notwithstanding, and the entire principal of and accrued interest on the Notes shall become immediately due and payable without notice, presentment, protest or demand, all of which are hereby expressly waived by Borrower.

36. The lien of this Mortgage attaches to all of Borrower's rights and remedies at any time arising under or pursuant to the Bankruptcy Code, including, without limitation, all of Borrower's rights to remain in possession of the Premises.

37. Lender was induced to make the Loan creating the Indebtedness evidenced by the Notes upon the agreement of Borrower that the entire Premises would be mortgaged and conveyed to

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Lender as security therefor; and that the making by Lender of the Loan is acknowledged to be adequate and sufficient consideration for the execution and delivery of this Mortgage for the purpose of subjecting to the lien hereof all of Borrower's right, title and interest in and to the Premises.

38. No failure by Lender to insist upon the strict performance of any of the terms, covenants and conditions of this Mortgage shall be deemed to be a waiver of any of such terms, covenants and conditions, and Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance of any and all of the terms and provisions of this Mortgage to be performed. Neither Borrower nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation, nor shall the security of the lien hereof be affected, by reason of the failure of Lender to comply with any request of Borrower or of any other person so obligated, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage. Lender may release, regardless of the consideration, the whole or any part of the security held for the indebtedness secured by this Mortgage, may extend the time of payment or modify any agreement or stipulation contained herein, by written agreement between Lender and the party against whom enforcement of such agreement or stipulation is sought, and may release the obligation of anyone at any time liable for any of the indebtedness secured by this Mortgage, all without, as to the security or the remainder thereof, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien, or any other right, remedy, term, provision, covenant or condition hereof not so specifically waived or released by such written agreement. Lender may resort for the payment of the Indebtedness secured hereby to any other security therefor held by Lender in such order and manner as Lender may elect.

39. In case of any sale under this Mortgage by virtue of judicial proceedings, the Premises may be sold in such manner or order as Lender in its sole discretion may elect, and Borrower, to the full extent that it may lawfully do so, for itself and for all who may claim through or under them, hereby expressly waive and release all right to have the Premises or any part thereof marshaled upon in any foreclosure sale pursuant hereto or other enforcement hereof.

40. This Mortgage is hereby deemed to be as well a security agreement for the purpose of creating a security interest in and to all Improvements comprising the Premises (for purposes of this Section 40, hereinafter the "Collateral") securing the Indebtedness. This Mortgage also constitutes a financing statement with respect to any and all property now or hereafter included in the Premises from time to time which is or may become fixtures. Without derogating any of the provisions of this Mortgage, Borrower by this Mortgage:

(a) grants to Lender, its successors and assigns, a security interest in all of Borrower's right, title and interest in and to all Collateral, including, but not limited to, the items referred to above, together with all additions, accessions and substitutions and all similar property hereafter acquired and used or obtained for use on, or in connection with the Premises, and together with the proceeds of the Collateral, which are intended to be hereby secured; however, such intent shall never constitute an expressed or implied consent on the part of Lender to the sale of any or all of the Collateral;

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(b) agrees that the security interest hereby granted by this Mortgage shall secure the payment of the Indebtedness, including any judgment, order or decree on the same;

(c) except as permitted in the Loan Agreement or as otherwise provided herein, agrees not to sell, convey, mortgage or grant a security interest in, or otherwise dispose of or encumber, any of the Collateral or any of Borrower's right, title or interest therein without first securing Lender's written consent which consent shall not be unreasonably withheld, conditioned or delayed; and Lender may, subject to and in accordance with the provisions of the Loan Agreement, require Borrower to apply the proceeds from the disposition of Collateral in reduction of the Indebtedness;

(d) except as expressly permitted in the Loan Agreement, agrees that if any of Borrower's rights in the Collateral are voluntarily or involuntarily transferred, whether by sale, creation of a security interest, attachment, levy, garnishment or other judicial process, without the prior written consent of Lender, such transfer shall constitute an Event of Default by Borrower under the terms of this Mortgage;

(e) agrees that upon or after the occurrence and during the continuance of any Event of Default hereunder, Lender may, with or without notice to Borrower, but subject to the provisions of the Loan Agreement, exercise its rights to declare all Indebtedness immediately due and payable, in which case Lender shall have all rights and remedies granted by law and more particularly the Uniform Commercial Code as adopted by the State of Illinois (as the same may be amended, revised, supplemented, substituted or replaced from time to time), including, but not limited to, the right to take possession of the Collateral, and for this purpose may enter upon any premises on which any or all of the Collateral is situated without being deemed guilty of trespass and without liability for damages thereby occasioned (except as otherwise provided in the Loan Agreement), and take possession of and operate said Collateral or remove it therefrom. Subject to the provisions of the Loan Agreement, Lender shall have the further right to take any action it deems necessary, appropriate or desirable, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition, and to sell at public or private sales or otherwise dispose of, lease or utilize the Collateral or any part thereof in any manner authorized or permitted by law and to apply the proceeds thereof toward payment of any costs and expenses (including reasonable attorneys' fees and legal expenses, to the extent permitted by law) thereby incurred by Lender and toward payment of the Indebtedness, in such order and manner as Lender may elect. Any notice given by Lender as provided herein at least ten (10) days before the time of sale or disposition shall be deemed reasonable and shall fully satisfy any requirements for giving of said notice;

(f) agrees, to the extent permitted by law and without limiting any rights and privileges herein granted to Lender, that upon the occurrence of an Event of Default Lender may dispose of any or all of the Collateral at the same time and place upon giving the same notice provided for in this Mortgage, and in the same manner as the non-judicial foreclosure sale provided under the terms and conditions of this Mortgage; and

(g) authorizes Lender to file, in the jurisdiction where this Mortgage will be given effect, one or more financing or continuation statements and amendments thereto, relative to all or any part of the Collateral (a carbon, photographic or other reproduction of this Mortgage or any financing

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statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law).

41. This Mortgage is hereby deemed to be, as well, an assignment of leases and rents. Borrower absolutely and irrevocably assigns to Lender (a) the rents, issues, revenues, income and profits of the Premises (the "Rents"), and (b) all of Borrower's right, title and interest in all present and future leases, subleases, lettings, and licenses of the Premises ("Leases") together with all cash or securities deposited thereunder to secure the performance of Borrower's lessees. The foregoing assignment shall not obligate Lender as a lessor under any Lease with respect to the Premises or otherwise obligate Lender under any other instrument or agreement with respect to the Premises, and said assignment shall not cause Lender to be a "Lender in possession" for any purpose or responsible or liable for (i) the control, care, management or repair of the Premises or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; (ii) any waste committed on the Premises by the tenants under any of the Leases or any other parties, for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee, invitee or other person; (d) responsible for or under any duty to produce rents or profits; or (e) directly or indirectly liable to Borrower or any other person as a consequence of the exercise or failure to exercise any of the rights, remedies or powers granted to Lender hereunder or to perform or discharge any obligation, duty or liability of Borrower arising under the Leases.

42. This assignment of Rents and Leases is intended to be an absolute assignment from Borrower to Lender and not merely the passing of a security interest. Until the occurrence of an Event of Default hereunder, Borrower shall have a license (the "License") to collect all Rents. Borrower shall hold all Rents, or an amount sufficient to discharge all sums due on the Indebtedness, not used in the ordinary course of the business of the Project, in trust for use in the payment of the Indebtedness. Upon the occurrence of an Event of Default remaining uncured, the License shall be automatically revoked and Borrower shall pay all Rents to Lender, and Lender shall retain and apply the same toward the payment of the Indebtedness in such order, priority and proportions as Lender, in its sole discretion, shall deem proper, or to the operation, maintenance and repair of the Premises or Lender may collect and apply the payments pursuant to the terms hereof without notice and without taking possession of the Premises. Borrower hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Lender for the payment to Lender of any rentals or other sums which may at any time become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and the tenants shall have no duty to inquire as to whether any Event of Default has actually occurred or is then existing.

43. The rights of Lender arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision hereof to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

44. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Borrower" shall mean "Borrower and/or any subsequent owner or owners of Borrower's right, title and interest in and to the Premises;" the word "Lender" shall mean "Lender or any subsequent holder or holders of this Mortgage"; and the

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word "person" shall mean "an individual, corporation, partnership, limited liability company, unincorporated association or other entity."

45. This Mortgage will be governed and construed in accordance with the laws of the State of Illinois without regard to conflicts of laws principles.

46. This Mortgage cannot be amended or otherwise modified except by an agreement in writing signed by Borrower, Lender and the other parties affected by such amendment.

47. Borrower acknowledged that the Property does not constitute agricultural real estate or residential real estate, as said terms may be defined in the Foreclosure Law.

48. It is intended that as to the fixtures that are part of the Premises, this Mortgage will be effective as a continuously perfected financing statement filed pursuant to the Uniform Commercial Code as a fixture filing from the date of the filing of this Mortgage for record with the Recorder of Deeds of Cook County, Illinois. In order to satisfy the Uniform Commercial Code the following information is hereby provided:

Name of Debtor: FEDC NMTC, LLC  
 Type of Organization: limited liability company  
 State of Organization: Illinois  
 Entity Number: 03367991

Name and Address of Secured Party: PNC CDE 14, LP, a Delaware limited partnership, with a mailing address of 20 Stanwix Street, Third Floor, Mailstop P4-P509-03-1, Pittsburgh, Pennsylvania 15222 ("PNC"), CDF Suballocattee XVI, LLC, an Illinois limited liability company with a mailing address of c/o Chicago Development Fund, c/o Dept. of Community Development, City of Chicago, 121 North LaSalle Street, Room 1000, Chicago, Illinois, 60602 ("CDF"), and ConsortiumAmerica XXXVI, LLC, a Delaware limited liability company, with a mailing address of c/o Trammell Crow Company, 1055 Thomas Jefferson St., NW, Suite 600, Washington, DC 20007.

Record Owner of Premises: FEDC NMTC, LLC

## CONDITION OF MORTGAGE

If Borrower, or the successors or assigns, as the case may be, of Borrower, shall pay unto Lender, its successors or assigns, the sum of money described in the Notes and the interest due thereon at the time and in the manner mentioned in the Notes, and any and all other sums which may be payable hereunder or under the Notes or the Loan Documents, and if Borrower shall fully keep and perform the terms, covenants, conditions and agreements hereof and of the Notes and the Loan Documents by Borrower to be kept and performed, then these presents and the estate hereby granted shall cease, determine and be null and void; otherwise the same shall remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, this Open-End Mortgage and Security Agreement, Assignment of Leases and Rents, and Fixture Filing has been duly executed and delivered by Borrower as of the day and year first above written.

**BORROWER:**

**FEDC NMTC, LLC,**  
an Illinois limited liability company

By: FEDC Management, LLC, an Illinois limited liability company, its manager

By: James Steinback  
James Steinback, Manager

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF COOK        )

On \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared James Steinback known to me to be a manager of FEDC Management, LLC, the manager of FEDC NMTC, LLC, an Illinois limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.

WITNESS my hand and official seal

Debra A. Kleban  
Notary Public in and for said County and State



[SEAL]

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ORDER NO.: 1301 - 004402348  
 ESCROW NO.: 1301 - 004402348

1

**STREET ADDRESS:** 6217 SOUTH INGLESIDE AVENUE  
**CITY:** CHICAGO                      **ZIP CODE:**                      **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-005-0000

**STREET ADDRESS:** 6229 SOUTH INGLESIDE AVENUE  
**CITY:** CHICAGO                      **ZIP CODE:**                      **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-009-0000

**STREET ADDRESS:** 6239 SOUTH INGLESIDE AVENUE  
**CITY:** CHICAGO                      **ZIP CODE:**                      **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-014-0000

**STREET ADDRESS:** 6220-32 SOUTH ELLIS AVENUE  
**CITY:** CHICAGO                      **ZIP CODE:**                      **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-019-0000

(SEE ATTACHED)

**LEGAL DESCRIPTION:**

## PARCEL 1:

LOT 44 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES), IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

LOT 39 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES), IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

LOTS 33 AND 34 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES), IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

LOTS 9 AND 10 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14,

(SEE ATTACHED)

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ORDER NO.: 1301 004402348  
 ESCROW NO.: 1301 004402348

1

**STREET ADDRESS:** 6220-32 SOUTH ELLIS AVENUE  
**CITY:** CHICAGO **ZIP CODE:** **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-020-0000

**STREET ADDRESS:** 6220-32 SOUTH ELLIS AVENUE  
**CITY:** CHICAGO **ZIP CODE:** **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-021-0000

**STREET ADDRESS:** 6220-32 SOUTH ELLIS AVENUE  
**CITY:** CHICAGO **ZIP CODE:** **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-022-0000

**STREET ADDRESS:** 6240 SOUTH ELLIS AVENUE  
**CITY:** CHICAGO **ZIP CODE:** **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-024-0000

**STREET ADDRESS:** 910-932 EAST 63RD STREET  
**CITY:** CHICAGO **ZIP CODE:** **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-025-0000

**STREET ADDRESS:** 910-932 EAST 63RD STREET  
**CITY:** CHICAGO **ZIP CODE:** **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-026-0000

**STREET ADDRESS:** 910-932 EAST 63RD STREET  
**CITY:** CHICAGO **ZIP CODE:** **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-027-0000

**STREET ADDRESS:** 6237 SOUTH INGLESIDE AVENUE  
**CITY:** CHICAGO **ZIP CODE:** **COUNTY:** COOK  
**TAX NUMBER:** 20-14-315-028-0000



**UNOFFICIAL COPY**ORDER NO.: 1301 004402348  
ESCROW NO.: 1301 004402348

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## LEGAL DESCRIPTION CONTINUED.

TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES),  
IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

LOTS 11 AND 12 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST 1/2 OF BLOCK  
10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14,  
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES),  
IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

LOT 13 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST 1/2 OF BLOCK 10 IN  
CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14,  
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES),  
IN COOK COUNTY, ILLINOIS.

## PARCEL 7:

LOTS 14 AND 15 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST 1/2 OF BLOCK  
10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14,  
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES),  
IN COOK COUNTY, ILLINOIS.

## PARCEL 8:

THE SOUTH 1/2 OF LOT 17 AND ALL OF LOT 18 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS  
8, 9 AND WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE  
SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, (EXCEPT 2 1/2 ACRES), IN COOK COUNTY, ILLINOIS.

## PARCEL 9:

LOTS 26 THRU 32, BOTH INCLUSIVE, IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND  
WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST  
1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
(EXCEPT 2 1/2 ACRES), IN COOK COUNTY, ILLINOIS.

## PARCEL 10:

LOT 23 (EXCEPT THE EAST 13 FEET THEREOF) AND ALL OF LOTS 24 AND 25 IN BLOCK 9 IN  
LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S  
SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES), IN COOK COUNTY,  
ILLINOIS.

## PARCEL 11:

**UNOFFICIAL COPY**ORDER NO.: 1301 004402348  
ESCROW NO.: 1301 004402348

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LEGAL DESCRIPTION CONTINUED.

LOTS 19 TO 22, BOTH INCLUSIVE, AND THE EAST 13 FEET OF LOT 23 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 12:

LOTS 35 AND 36 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES), IN COOK COUNTY ILLINOIS.

PARCEL 13:

LOT 40 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8 AND 9 AND THE WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 14:

LOT 41 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND THE WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT 2-1/2 ACRES THEREOF) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 15:

LOT 38 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND THE WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT 2-1/2 ACRES THEREOF) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 16:

LOT 37 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND THE WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT 2-1/2 ACRES THEREOF) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 17:

LOTS 42 AND 43 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BEING A SUBDIVISION 8 AND 9 AND THE WEST 1/2 OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 18:

THE ALLEY VACATED BY ORDINANCE RECORDED JUNE 26, 2012 AS DOCUMENT NO. 1217834057, FURTHER DESCRIBED AS:

THAT PART OF THE 20 FOOT WIDE EAST/WEST PUBLIC ALLEY IN BLOCK 9 IN LLOYD'S RESUBDIVISION

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ORDER NO.: 1301 004402348  
ESCROW NO.: 1301 004402348

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LEGAL DESCRIPTION CONTINUED.

OF BLOCKS 8, 9 AND THE WEST HALF OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14, LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 33 IN SAID BLOCK 9 IN LLOYD'S RESUBDIVISION AND WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 33 IN BLOCK 9 IN LLOYD'S RESUBDIVISION, ALL IN TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 1907, AS DOCUMENT 4028556 AND THE CERTIFICATE OF CORRECTION THEREOF RECORDED MARCH 5, 1908, AS DOCUMENT 4168382, IN COOK COUNTY, ILLINOIS.

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