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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



1226416103

**Doc#:** 1226416103 **Fee:** \$118.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/20/2012 03:36 PM Pg: 1 of 41

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN:** 10-19-102-021-0000

**Address:**

**Street:** 8700 N. WAUKEGAN ROAD

**Street line 2:**

**City:** MORTON GROVE

**State:** IL

**ZIP Code:** 60053

**Lender:** CHICAGO TITLE LAND TRUST COMPANY, UTA DATED 6/30/97 AKA TRUST NO. 123112-05 AND 8700 MG, LLC

**Borrower:** SCHAUMBURG BANK AND TRUST COMPANY, N.A.

**Loan / Mortgage Amount:** \$3,728,954.90

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

**Certificate number:** 9E728752-3B51-4F5D-8F55-C704AE60D563

**Execution date:** 05/06/2012

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This Mortgage was prepared by  
and when recorded, return to:

Pearl A. Zager, Esq.  
Vedder Price P.C.  
222 N. LaSalle Street, Suite 2600  
Chicago, Illinois 60601-1003

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

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

BY

Chicago Title Land Trust Company, not individually, but solely as Successor Trustee under  
Trust Agreement dated June 30, 1997 and known as Trust No. 123112-05

And

8700 MG, LLC

collectively, as Mortgagor,

TO

SCHAUMBURG BANK AND TRUST COMPANY, N.A.

as Mortgagee,

Effective as of May 6, 2012

**LOCATION OF PROPERTY:**

Address: 8700 N. Waukegan Road, Morton Grove, Illinois 60053  
County: Cook  
Tax ID.: 10-19-102-021, -022, -029, -030, -033, -034 and 10-19-106-048

**ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN**

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

This **JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "Mortgage"), is made as of September 5, 2012, and effective as of May 6, 2012, made by **Chicago Title Land Trust Company, not individually, but solely as Successor Trustee under Trust Agreement dated June 30, 1997 and known as Trust No. 123112-05, and 8700 MG, LLC**, an Illinois limited liability company, having an office at 1200 North Ashland Avenue, Suite 600, Chicago, Illinois 60622, collectively as mortgagor, assignor and debtor (in such capacities and together with any successors in such capacities, the "Mortgagor"), in favor of **SCHAUMBURG BANK AND TRUST COMPANY, N.A., formerly known as Advantage National Bank Group**, having an office at 6262 South Route 83, Suite 200, Willowbrook, Illinois 60527, as mortgagee, assignee and secured party (in such capacities and together with any successors and assigns in such capacities, the "Mortgagee" or "Lender").

### RECITALS:

A. Mortgagor hereby acknowledges the following:

1. The FDIC was the legal successor, as Receiver, of the assets and liabilities of The Bank of Commerce, pursuant to 12 U.S.C. 1821(d)(2)(A). The FDIC as Receiver entered into a Purchase and Assumption Agreement on March 25, 2011, whereby Schaumburg Bank & Trust Company, N.A., formerly known as Advantage National Bank Group, purchased from the FDIC as Receiver the following: (a) that certain Promissory Note dated May 16, 2008, as amended by Change in Terms Agreements dated August 16, 2008, August 16, 2009, May 16, 2010, and November 16, 2010, in the original principal amount of \$3,000,000.00 each made by David L. Husman ("Husman") to The Bank of Commerce (collectively, as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Wichita Note"), that certain Business Loan Agreement dated May 16, 2008, made by Husman and The Bank of Commerce, as amended by those certain Change in Terms Agreements dated August 16, 2008, August 16, 2009, May 16, 2010, and November 16, 2010, each made by Husman and The Bank of Commerce, and as further amended by that certain Amendment to Business Loan Agreement dated as of March 6, 2012 ("Wichita First Amendment") made by Husman and Mortgagee (collectively, as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Wichita Loan Agreement"), and the related loan documents executed by Husman in connection therewith, (b) that certain Promissory Note dated as of October 16, 2006 in the original principal amount of \$673,000.00 made by Sam Carl, as Trustee ("Trustee") for Husman, Melinda Husman, and Lori Husman (collectively, "Beneficiary"), payable to the order of The Bank of Commerce, which was amended and replaced by those certain Promissory Notes dated October 16, 2007, September 18, 2009 and September 18, 2010, each made by Trustee in favor of The Bank of Commerce and those certain Change in Terms Agreements dated April 7, 2008, April 8, 2008, July 8, 2008, October 8, 2008, March 18, 2009 and June 18, 2010, in the

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original principal amount of \$673,000.00) with a current principal balance of \$409,999.00 (collectively, and as further amended, modified and restated from time to time, the "River West Note" and together with the Wichita Note, the "Husman Note"), those certain Business Loan Agreements dated October 8, 2008, and September 18, 2009, each made by Trustee and The Bank of Commerce, as amended by that certain Amendment to Business Loan Agreement dated as of March 6, 2012 ("River West First Amendment") made by Husman and Mortgagee (collectively, as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "River West Loan Agreement" and, together with the Wichita Loan Agreement, the "Loan Agreement"), and that certain Guaranty of Mortgagor dated March 6, 2012, respecting the Husman Note (the "Guaranty"), and the related loan documents executed by Trustee, Beneficiary and Husman in connection therewith (collectively, as the Husman Note, Loan Agreement, and Related Documents may be amended, modified and restated from time to time, the "Husman Loan Documents"), and (c) that certain Promissory Note in the original principal amount of FOUR HUNDRED NINE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$409,200.00) made by Ross and payable to the order of The Bank of Commerce (the "Original Ross Note"), as amended by that certain Amendment No. 1 to Promissory Note and Reaffirmation of Guaranty dated April 25, 2012, by and between Ross and Mortgagee (the "First Ross Amendment"), as further amended by that certain Amendment No. 2 to Promissory Note and Reaffirmation of Guaranty by and among Ross, Husman and Mortgagee dated of even date herewith (the "Second Ross Amendment" and, together with the Original Ross Note and the First Ross Amendment, as further amended, modified or restated from time to time, collectively, the "Ross Note"). The Ross Note is secured by, among other things, (i) that certain Commercial Security Agreement (LLC Membership Interest) made by Ross in favor of Mortgagee and dated as of September 22, 2006 (the "Everest Pledge"), (ii) that certain Put Agreement dated as of September 22, 2006 and made by Ross and Husman (as hereinafter defined) (the "Put"), (iii) that certain Commercial Security Agreement made by Ross in favor of Mortgagee and dated as of January 7, 2011 (the "Kentucky CSA"), (iv) that certain Commercial Security Agreement (Hews Woolbright, LLC) made by Ross in favor of Mortgagee and dated of even date herewith (the "Hews Pledge") and (v) that certain Commercial Security Agreement (BRWorkforce, LLC) made by Ross in favor of Mortgagee and dated of even date herewith (the "BRWorkforce Pledge"). The Ross Note, the Everest Pledge, the Put, the Kentucky CSA, the Hews Pledge and the BRWorkforce Pledge, together with any and all related documents executed by Ross, Husman or any other person or entity in connection therewith for the benefit of Mortgagee (as same may be amended, restated or modified from time to time), collectively hereinafter referred to as the "Ross Loan Documents", and the Ross Loan Documents and the Husman Loan Documents, hereinafter collectively referred to as the "Loan Documents".

3. Mortgagee is the legal successor to The Bank of Commerce and possesses all right, title and interest of The Bank of Commerce in and to the Loan Documents.

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B. In connection with the Second Ross Amendment, Mortgagee has required that Mortgagor deliver this Mortgage as additional security for the Ross Note.

C. Mortgagor is an affiliate of Husman and is directly owned and controlled by Husman and will receive substantial benefits Husman's guaranty of the Ross Note, from its guaranty of the Husman Note, and from the execution, delivery and performance of this Mortgage, and is, therefore, willing to make and deliver this Mortgage in favor of Mortgagee.

## AGREEMENT :

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby covenants and agrees with the Mortgagee as follows:

### ARTICLE I.

#### DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions (a) Capitalized terms used but not otherwise defined in this Mortgage have the respective meanings given to them in the Loan Agreement.

(b) The following terms used in this Mortgage shall have the following meanings:

“Borrower” shall mean, collectively, Husman and Ross.

“Charges” shall mean any and all real estate, property and other taxes, assessments and special assessments, levies, fees, all water and sewer rents and charges and all other governmental charges imposed upon or assessed against, and all claims (including, without limitation, claims for landlords', carriers', mechanics', workmen's, repairmen's, laborers', materialmen's, suppliers' and warehousemen's Liens and other claims arising by operation of law) judgments or demands against, all or any portion of the Mortgaged Property (as defined herein) or other amounts of any nature which, if unpaid, might result in or permit the creation of, a Lien (other than Permitted Liens, as defined herein) on the Mortgaged Property or which might result in foreclosure of all or any portion of the Mortgaged Property.

“Condemnation Awards” shall mean all payments (in any form whatsoever) made or due and payable to the Mortgagor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Mortgaged Property by any Governmental Authority (or any Person acting on behalf of a Governmental Authority).

“Event of Default” shall mean the occurrence of any “default” or “Event of Default” (howsoever defined) in the Husman Loan Documents or the Ross Loan Documents.

“Fixtures” shall mean “fixtures,” as defined in Section 9-102(a)(41) of the UCC, including, without limitation, all machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind, description and nature whatsoever now or hereafter attached or affixed to the Land or any other Improvement used in connection with the use and enjoyment of the Land or any other Improvement or the maintenance or

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preservation thereof, which by the nature of their location thereon or attachment thereto are real property or fixtures under the UCC or any other applicable Requirements of Law, including, without limitation, to the extent that they are real property or fixtures under the UCC or any other applicable Requirements of Law, all HVAC equipment, boilers, electronic data processing, telecommunications or computer equipment, refrigeration, electronic monitoring, power, waste removal, elevators, maintenance or other systems or equipment, utility systems, fire sprinkler and security systems, drainage facilities, lighting facilities, all water, sanitary and storm sewer drainage, electricity, steam, gas, telephone and other utility equipment and facilities, pipes, fittings and other items of every kind and description now or hereafter attached to or located on the Land.

“Governmental Authority” the government of the United States or any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guaranty” shall have the meaning assigned to such term in the Recital C hereof.

“Improvements” shall mean all buildings, structures and other improvements of every kind or description and any and all alterations now or hereafter located, attached or erected on the Land, including, without limitation, (i) all Fixtures, (ii) all attachments, railroad tracks, foundations, sidewalks, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, parking areas, driveways, fences and walls and (iii) all materials owned by Mortgagor which are now or hereafter located on the Land and intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, Fixtures, structures and improvements, all of which materials shall be deemed to be part of the Improvements immediately upon delivery thereof on the Land and to be part of the Improvements immediately upon their incorporation therein.

“Insurance Policies” means the insurance policies and coverages required to be maintained by the Mortgagor with respect to the Mortgaged Property pursuant to Section 4(d) of the First Amendment.

“Land” shall mean the land described in Schedule A annexed to this Mortgage, together with all of the Mortgagor’s reversionary rights in and to any and all easements, rights-of-way, strips and gores of land, waters, water courses, water rights, mineral, gas and oil rights and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto and together with any greater or additional estate therein as may be acquired by the Mortgagor on such land.

“Landlord” shall mean any landlord, lessor, franchisor, licensor or grantor, as applicable, under the Leases.

“Lease” and “Leases” shall mean any and all leases and subleases of space, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into, whether or not of record, granting to any Person a possessory interest in, or the right

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to use, all or any portion of the Premises and any and all amendments, modifications, supplements, replacements, extensions and renewals of any thereof, whether now in effect or hereafter coming into effect.

“Lien” and “Liens” shall mean any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on common law, statute or contract. The term “Lien” shall also include rights of seller under conditional sales contracts or title retention agreements, reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting Property. For the purpose of this Mortgage, Mortgagor shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

“Loan Documents” shall have the meaning assigned to such term in Recital A hereof.

“Loan” means, collectively, the loans made by Mortgagee and evidenced by the Note.

“Material Adverse Effect” shall mean any material adverse change in the financial condition of Borrower or the value of the Property or the existence of any other condition which shall constitute any impairment of ability of Borrower to perform its obligations under this Agreement or any other Loan Document.

“Mortgage” shall have the meaning assigned to such term in the Preamble hereof.

“Mortgaged Property” shall have the meaning assigned to such term in Section 2.1 hereof.

“Mortgagee” shall have the meaning assigned to such term in the Preamble hereof.

“Mortgagor” shall have the meaning assigned to such term in the Preamble hereof.

“Mortgagor’s Interest” shall have the meaning assigned to such term in Section 2.2 hereof.

“Note” means, collectively, the Husman Note and the Ross Note.

“Obligations” shall mean (i) all monetary obligations of Borrower to Lender of any kind whatsoever, howsoever created, arising or evidenced, whether pursuant to a covenant, representation, warranty, indemnity or other agreement of any kind, whether direct or indirect, absolute or contingent, recourse or non-recourse, or now or hereafter existing, or due or to become due, including, without limitation, any and all obligations under the Note or any other Loan Document, including, without limitation, the obligation to pay the principal amount of the Note when due thereunder and the obligation to pay interest under the Note, including any loan fees, loan expenses, late fees and interest at the default rate, and any environmental obligations,

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including pursuant to that certain Environmental Indemnity Agreement made by Borrower and Mortgagor, to Lender dated of even date herewith (whether or not such obligations survive payment in full of the Note); (ii) in the event of any proceeding to enforce the collection of the Obligations, or any of them, after default, the reasonable expenses of collecting or enforcing payment of the Obligations, including but not limited to reasonable attorneys' fees and court costs related to any of the foregoing; and (iii) if interest on any portion of the indebtedness of Borrower to Lender ceases to accrue by operation of law by reason of the commencement of a bankruptcy or insolvency proceeding, the Obligations shall include such interest as would have accrued on any such portion of such indebtedness if such proceeding had not commenced at the Default Rate as provided in the Note.

"Permits" shall mean any and all permits, certificates, approvals, authorizations, consents, licenses, variances, franchises or other instruments, however characterized, of any Governmental Authority (or any Person acting on behalf of a Governmental Authority) now or hereafter acquired or held, issued or in any way furnished in connection with the Mortgaged Property, including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation (together with all amendments, modifications, extensions, renewals and replacements of any thereof).

"Permitted Liens" shall mean the Liens identified in Schedule B annexed to this Mortgage.

"Person" shall mean an individual, partnership, corporation, firm, enterprise, business trust, joint stock company, trust, limited liability company, limited liability partnership unincorporated association, joint venture, Government Authority or other entity of whatever nature.

"Premises" shall mean, collectively, the Land and the Improvements.

"Proceeds" shall mean, collectively, any and all cash proceeds and noncash proceeds and shall include all (i) accessions, replacements, renewals, additions and substitutions for any Mortgaged Property, (ii) proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property or any portion thereof into cash or liquidated claims (iii) proceeds of any insurance (including the interests of the Mortgagor in the underlying insurance policies and any unearned premiums), indemnity, warranty, guaranty or claim payable to the Mortgagee or to the Mortgagor from time to time with respect to any of the Mortgaged Property, (iv) Condemnation Awards, (v) products of the Mortgaged Property and (vi) other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property, including, without limitation, refunds of real estate taxes and assessments, including interest thereon.

"Property" shall mean any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Property Agreements" shall mean, collectively, any and all agreements entered into by Mortgagor in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property, including, without limitation, all construction contracts, architects' agreements, engineers' contracts, utility contracts,



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maintenance agreements, management agreements, service contracts, listing agreements, guaranties, option agreements, rights of first refusal, parking agreements, restrictive covenants, easement agreements and access agreements (including all amendments, extensions, replacements, renewals, modifications and/or guarantees thereof), whether or not of record and whether now in existence or hereafter entered into, and all reserves, deferred payments, deposits, refunds and claims of every kind, nature or character relating thereto.

“Receiver” means, with respect to any Person (including the Mortgagor), any receiver, trustee, custodian, debtor in possession, liquidator, sequestrator, administrator, conservator, or other successor appointed (whether by a court or otherwise) pursuant to any creditor’s exercise of remedies against such Person, or pursuant to an insolvency or liquidation proceeding of such Person, or for purposes of reorganization or liquidation, or otherwise for the benefit of such Person’s creditors, or under any similar circumstances, or otherwise having similar powers over such Person or its property, whether such Receiver acts on an interim, temporary or final basis and whether such appointment applies to all or any significant portion of such Person’s assets or property.

“Records” shall mean, collectively, any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Mortgaged Property or the construction of any alteration relating to the Premises or the maintenance of any Permits.

“Rents” shall mean, collectively, any and all rents, additional rents, royalties, cash, guaranties, letters of credit, bonds, sureties or securities deposited under any Lease to secure performance of the Tenant’s obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due with respect to any Lease, any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by the Mortgagor under any Lease or otherwise, and any award in the event of any proceeding under any insolvency or liquidation proceeding in respect of any Tenant under, or guarantor of, a Lease.

“Requirements of Law” shall mean, with respect to any Person, the common law and all federal, state, provincial, local and foreign laws, treaties, orders, ordinances, rules, regulations, statutes, case law, judgments, decrees and other determinations of, concessions, grants, franchises, licenses and other contractual obligations with, any Governmental Authority or arbitrator, applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Reserves” shall mean all reserves, escrows or impounds required under any of the Loan Documents and all deposit accounts maintained by the Mortgagor with respect to the Mortgaged Property.

“Secured Obligations” shall mean the Obligations and all obligations of the Mortgagor to perform the agreements, covenants, conditions, warranties, representations and other obligations required to be performed by it pursuant to the terms of the Guaranty and this Mortgage plus, to the extent permitted by applicable Requirements of Law, collection costs,

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sums advanced for the payment of Charges, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the lien hereof and expenses incurred by the Mortgagee by reason of any Event of Default, together with interest thereon at the Default Rate.

“Tenant” shall mean any tenant, lessee, sublessee, franchisee, licensee, grantee or obligee, as applicable, under a Lease.

“UCC” shall mean the Uniform Commercial Code as in effect on the date hereof in the state in which the Premises are located; provided, however, that if the creation, perfection or enforcement of any security interest herein granted is governed by the laws of any other state as to the matter in question, “UCC” shall mean the Uniform Commercial Code in effect in such other state.

- (c) The Recitals to this Mortgage are hereby incorporated herein by this reference.

## ARTICLE II.

### GRANTS; SECURED OBLIGATIONS

SECTION 2.1 Grant of Mortgaged Property. The Mortgagor hereby grants, mortgages, bargains, sells, assigns, transfers and conveys to the Mortgagee, and hereby grants to the Mortgagee a security interest in and upon, all of the Mortgagor’s estate, right, title and interest in, to and under the following property, whether now owned or held or hereafter acquired from time to time (collectively, the “Mortgaged Property”):

- (i) the Land;
- (ii) the Improvements;
- (iii) the Leases;
- (iv) the Rents;
- (v) the Permits;
- (vi) the Property Agreements;
- (vii) the Reserves;
- (viii) the Records; and
- (ix) the Proceeds;

TO HAVE AND TO HOLD the Mortgaged Property, together with all estate, right, title and interest of the Mortgagor and anyone claiming by, through or under the Mortgagor in and to the Mortgaged Property and all rights and appurtenances relating thereto, unto the Mortgagee, its successors and assigns, for the purpose of securing the payment and performance in full of all of the Secured Obligations.

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SECTION 2.2 Assignment of Leases and Rents. As additional security for the payment and performance in full of the Secured Obligations and subject to the provisions of Article V hereof (including the revocable license granted to the Mortgagor thereunder), the Mortgagor absolutely, presently, unconditionally and irrevocably assigns, transfers and sets over to the Mortgagee, and grants to the Mortgagee, all of the Mortgagor's estate, right, title, interest, claim and demand, as Landlord, under any and all of the Leases, including, without limitation, the following (such assigned rights, the "Mortgagor's Interest"):

(i) the immediate and continuing right to receive and collect Rents payable by the Tenants pursuant to the Leases;

(ii) all claims, rights, powers, privileges and remedies of the Mortgagor, whether provided for in the Leases or arising by statute or at law or in equity or otherwise consequent on any failure on the part of the Tenants under the Leases to perform or comply with any term of the Leases;

(iii) all rights to take all actions upon the happening of a default under the Leases as shall be permitted by the Leases or by law, including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity; and

(iv) the full power and authority, in the name of the Mortgagor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing and to take all other actions whatsoever which the Mortgagor, as Landlord, is or may be entitled to take under the Leases.

SECTION 2.3 Secured Obligations. This Mortgage secures and the Mortgaged Property is collateral security for the payment and performance of the Secured Obligations in full when due pursuant to the Loan Documents. The aggregate principal amount secured by this Mortgage is THREE MILLION SEVEN HUNDRED TWENTY EIGHT THOUSAND NINE HUNDRED FIFTY FOUR DOLLARS AND 90/100 CENTS (\$3,728,954.90). The interest rates applicable to the Secured Obligations may be variable and may change from time to time in accordance with the terms and conditions of the Loan Documents. As of the date hereof, the interest rate applicable to the Ross Note is five percent (5.00%), the interest rate applicable to the Wichita Note is three and one quarter percent (3.25%) and the interest rate applicable to the River West Note is three and one quarter percent (3.25%).

SECTION 2.4 Future Advances. This Mortgage shall secure all Secured Obligations, including, without limitation, future advances relating to the Secured Obligations whenever hereafter made with respect to or under the Loan Documents and shall secure not only Secured Obligations with respect to presently existing indebtedness evidencing or representing any of the Secured Obligations, but also any and all other indebtedness evidencing or representing any of the Secured Obligations which may hereafter be owing by the Mortgagor to the Lender under the Loan Documents, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances relating to the Secured Obligations pursuant to the Loan Documents, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, and any extensions, refinancings, modifications or renewals of all such Secured Obligations whether or not the

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Mortgagor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

SECTION 2.5 Last Dollar Secured. So long as the aggregate amount of the Secured Obligations exceeds the principal amount of the Obligations, any payments and repayments of the Obligations shall not be deemed to be applied against or to reduce the Secured Obligations.

SECTION 2.6 No Release. Nothing set forth in this Mortgage shall relieve the Mortgagor from the performance of any term, covenant, condition or agreement on the Mortgagor's part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any Person under or in respect of any of the Mortgaged Property or shall impose any obligation on the Mortgagee to perform or observe any such term, covenant, condition or agreement on the Mortgagor's part to be so performed or observed or shall impose any liability on the Mortgagee for any act or omission on the part of the Mortgagor relating thereto or for any breach of any representation or warranty on the part of the Mortgagor contained in this Mortgage or any other Loan Document, or under or in respect of the Mortgaged Property or made in connection herewith or therewith. The obligations of the Mortgagor contained in this Section 2.5 shall survive the termination hereof and the discharge of the Mortgagor's other obligations under this Mortgage and the other Loan Documents.

## ARTICLE III.

### REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

SECTION 3.1 Incorporation of the Loan Documents. The Mortgagor represents, warrants, covenants and agrees that each of the representations, warranties, covenants and other agreements contained in the Loan Documents that are applicable to the Mortgagor or the Mortgaged Property are hereby incorporated herein in their entirety by this reference. The Maturity Date of the Secured Obligations respecting the Husman Loan Documents is October 1, 2014. The Maturity Date of the Secured Obligations respecting the Ross Loan Documents is May 7, 2013.

SECTION 3.2 Warranty of Title. The Mortgagor represents and warrants that it has good and marketable fee simple title to the Premises and good title to the interest it purports to own or hold in and to each of the Leases, the Property Agreements, the Permits and the Records, in each case subject to no Liens, except for Permitted Liens.

SECTION 3.3 Condition of Mortgaged Property. The Mortgagor represents and warrants that:

- (i) the Premises and the present and contemplated use and occupancy thereof comply with all applicable Requirements of Law and with all private restrictions and agreements affecting the Mortgaged Property, except where the failure to be in compliance does not result in a Material Adverse Effect;
- (ii) as of the date hereof, Mortgagor has not received any notice of and does not have any knowledge of any disputes regarding boundary lines, encroachments or possession of any portions of the Mortgaged Property or any knowledge of any state of

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facts that may exist which could give rise to any such claims, except to the extent that any such disputes, facts or claims constitute Permitted Liens; and

(iii) based solely upon a review of the standard flood hazard determination with respect to the Premises, no portion of the Premises is located in an area identified by the Federal Emergency Management Agency or any successor thereto as an area having special flood hazards pursuant to the Flood Insurance Acts promulgated by the Federal Emergency Management Agency or any successor thereto or, if any portion of the Premises is located within such area as evidenced by the standard flood hazard determination, the Mortgagor has obtained flood insurance in an amount which shall cause the Premises to comply with the National Flood Insurance Program, as set forth in the Flood Disaster Protection Act of 1973 (as amended from time to time); and

(iv) there are no options or rights of first refusal to purchase or acquire all or any portion of the Mortgaged Property, other than any such options or rights that are Permitted Liens.

SECTION 3.4 Charges. The Mortgagor represents and warrants that all Charges imposed upon or assessed against the Mortgaged Property which are due and payable have been paid and discharged except to the extent such Charges constitute Permitted Liens.

## ARTICLE IV.

### CERTAIN COVENANTS OF MORTGAGOR

SECTION 4.1 Payment and Performance. The Mortgagor shall pay and perform the Secured Obligations in full as and when the same shall become due or are required to be performed, as applicable, under the Loan Documents.

SECTION 4.2 Title. The Mortgagor shall:

(i) (A) keep in effect all rights and appurtenances to or that constitute a part of the Mortgaged Property and (B) protect, preserve and defend its interest in the Mortgaged Property and title thereto, except, in each such case, where the failure to do so does not result in a Material Adverse Effect;

(ii) (A) comply with each of the terms, conditions and provisions of the Property Agreements where noncompliance with the same may result in the imposition of a Lien on the Mortgaged Property (other than Permitted Liens), (B) forever warrant and defend to the Mortgagee the Lien and security interests created and evidenced hereby and the validity and priority hereof in any action or proceeding against the claims of any and all Persons whomsoever affecting or purporting to affect the Mortgaged Property or any of the rights of the Mortgagee hereunder (other than the Permitted Liens), and (C) maintain this Mortgage as a valid and enforceable first priority Lien on the Mortgaged Property and, to the extent any of the Mortgaged Property shall consist of Fixtures, a first priority security interest in the Mortgaged Property, which first priority Lien and security interest shall be subject only to Permitted Liens;

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(iii) promptly upon obtaining knowledge of the pendency of any proceedings for the eviction of the Mortgagor from the Mortgaged Property or any part thereof by paramount title or otherwise questioning the Mortgagor's right, title and interest in, to and under the Mortgaged Property as warranted in this Mortgage, or of any condition that could give rise to any such proceedings, notify the Mortgagee thereof in writing. The Mortgagee may participate in such proceedings, and the Mortgagor will deliver or cause to be delivered to the Mortgagee all instruments requested by the Mortgagee to permit such participation. In any such proceedings, the Mortgagee may be represented by counsel satisfactory to the Mortgagee at the reasonable expense of the Mortgagor; and

(iv) not initiate, join in or consent to any change in the zoning or any other permitted use classification of the Premises without the prior written consent of the Mortgagee if such change would no longer permit the operation of the material business presently being conducted by the Mortgagor or any Tenant or other occupant of the Premises.

SECTION 4.3 Inspection. Mortgagor shall permit Mortgagee and its agents and employees to inspect the Mortgaged Property.

SECTION 4.4 Limitation on Liens; Transfer Restrictions.

(i) Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Mortgaged Property or suffer or allow any such Lien to occur by operation of law or otherwise, except for Permitted Liens.

(ii) Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all or any part of the Mortgaged Property.

## ARTICLE V.

### CONCERNING ASSIGNMENT OF LEASES AND RENTS

SECTION 5.1 Present Assignment; License to the Mortgagor.

(i) Section 2.2 of this Mortgage constitutes a present, absolute, effective, irrevocable and complete assignment by the Mortgagor to the Mortgagee of the Leases and Rents and the right, subject to applicable Requirements of Law, to collect all sums payable to the Mortgagor thereunder and apply the same as the Mortgagee may, in its sole discretion, determine to be appropriate to protect the security afforded by this Mortgage (including the payment of reasonable costs and expenses in connection with the maintenance, operation, improvement, insurance, taxes and upkeep of the Mortgaged Property), which is not conditioned upon the Mortgagee being in possession of the Premises. This assignment is an absolute assignment and not an assignment for additional security only. The Mortgagee hereby grants to the Mortgagor, however, a license to collect and apply the Rents and to enforce the obligations of Tenants under the

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Leases. Immediately upon the occurrence of and during the continuance of any Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Secured Obligations or the solvency of the Mortgagor, the license granted in the immediately preceding sentence shall automatically cease and terminate without any notice by the Mortgagee (such notice being hereby expressly waived by the Mortgagor to the extent permitted by applicable Requirements of Law), or any action or proceeding or the intervention of a Receiver appointed by a court.

(ii) The Mortgagor acknowledges that the Mortgagee has taken all reasonable actions necessary to obtain (and that upon recordation of this Mortgage, the Mortgagee shall have) to the extent permitted under applicable Requirements of Law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Lease and all security for such Leases subject to the Permitted Liens and, in the case of security deposits, rights of depositors and applicable Requirements of Law. The Mortgagor acknowledges and agrees that, upon recordation of this Mortgage, the Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to the Mortgagor and, to the extent permitted by applicable Requirements of Law, all third parties, including, without limitation, any subsequently appointed trustee in any insolvency or liquidation proceeding, without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a Receiver or taking any other affirmative action.

(iii) Without limitation of the absolute nature of the assignment of the Rents hereunder, the Mortgagor and the Mortgagee agree that (A) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (B) the security interest created by this Mortgage extends to property of the Mortgagor acquired before the commencement of an insolvency or liquidation proceeding and to all amounts paid as Rents, and (C) such security interest shall extend to all Rents acquired by the estate after the commencement of any insolvency or liquidation proceeding.

## SECTION 5.2 Collection of Rents by the Mortgagee.

(i) Any Rents receivable by the Mortgagee pursuant to this Article V, after payment of all proper costs and expenses as the Mortgagee may, in its sole discretion, determine to be appropriate (including the payment of reasonable costs and expenses in connection with the maintenance, operation, improvement, insurance, taxes and upkeep of the Mortgaged Property), shall be applied in accordance with the provisions of Section 8.2(ii) of this Mortgage. The Mortgagee shall be accountable to the Mortgagor only for Rents actually received by the Mortgagee. The collection of such Rents and the application thereof shall not cure or waive any Event of Default or waive, modify or affect notice of Event of Default or invalidate any act done pursuant to such notice.

(ii) The Mortgagor hereby irrevocably authorizes and directs the Tenant under each Lease to rely upon and comply with any and all notices or demands from the Mortgagee for payment of Rents to the Mortgagee, and the Mortgagor shall have no claim against such Tenant or Tenants for Rents paid by such Tenant or Tenants to the Mortgagee pursuant to such notice or demand.

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SECTION 5.3 Irrevocable Interest. All rights, powers and privileges of the Mortgagee set forth in this Article V are coupled with an interest and are irrevocable, subject to the terms and conditions hereof.

## ARTICLE VI.

### TAXES AND CERTAIN STATUTORY LIENS

SECTION 6.1 Payment of Charges. The Mortgagor shall pay and discharge or cause to be paid and discharged all Charges from time to time as and when required pursuant to the Loan Agreement. The Mortgagor shall, upon the Mortgagee's request, deliver to the Mortgagee receipts evidencing the payment of all such Charges.

SECTION 6.2 Stamp and Other Taxes. The Mortgagor shall pay any documentary stamp taxes and any mortgage recording taxes (in each case, with any interest, fines and penalties) that may hereafter be levied, imposed or assessed under or upon or by reason hereof or the Secured Obligations or any instrument or transaction affecting or relating to either thereof, and in default thereof, the Mortgagee may advance the same and the amount so advanced shall be payable by the Mortgagor to the Mortgagee in accordance with the provisions of the Loan Agreement.

SECTION 6.3 Certain Tax Law Changes. In the event of the passage after the date hereof of any law deducting from the value of real property, for the purpose of taxation, amounts in respect of any Lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection or imposition of any taxes, either directly or indirectly, on this Mortgage or any other Loan Document, the Mortgagor shall promptly pay to the Mortgagee such amount or amounts as may be necessary from time to time to pay any such taxes, assessments or other charges resulting therefrom; provided, however, that if any such payment or reimbursement shall be unlawful or taxable to the Mortgagee or would constitute usury or render the indebtedness wholly or partially usurious under applicable Requirements of Law, the Mortgagor shall pay or reimburse the Mortgagee for payment of the lawful and non-usurious portion thereof.

SECTION 6.4 Proceeds of Tax Claim. In the event that the proceeds of any tax claim against the Premises are paid after the Mortgagee has exercised its right to foreclose the Lien hereof pursuant to Article VIII below, such proceeds shall be paid to the Mortgagee to satisfy any deficiency remaining after such foreclosure. The Mortgagee shall retain its interest in the proceeds of such tax claim during any redemption period. The amount of any such proceeds in excess of any deficiency claim of the Mortgagee shall in a reasonably prompt manner be released to the Mortgagor.

## ARTICLE VII.

### CONDEMNATION AND INSURANCE

SECTION 7.1 Condemnation. In the case of any taking, condemnation or other proceeding in the nature thereof with respect to the Mortgaged Property, the Mortgagee may, at its option, participate in any proceedings or negotiations which might result in any taking or condemnation and the Mortgagor shall deliver or cause to be delivered to the Mortgagee all



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instruments reasonably requested by it to permit such participation. The Mortgagee may be represented by counsel satisfactory to it at the reasonable expense of the Mortgagor in connection with any such participation. The Mortgagor shall pay all reasonable fees, costs and expenses incurred by the Mortgagee in connection therewith and in seeking and obtaining any award or payment on account thereof. The Mortgagor shall take all steps necessary to notify the condemning authority of such participation. The Mortgagor hereby assigns all Condemnation Awards to the Mortgagee and authorizes the Mortgagee to collect and receive such Condemnation Awards and to give proper receipts and acquittances therefor; provided, however, that the Mortgagee shall remit to Mortgagor any Condemnation Awards or portions thereof received by the Mortgagee that are not required to be applied to the Secured Obligations pursuant to the Loan Documents.

**SECTION 7.2 Insurance.** The Mortgagor shall obtain and keep in full force and effect all Insurance Policies in accordance with the terms of the First Amendment. The Mortgagor hereby assigns to the Mortgagee all proceeds of the Insurance Policies. The Mortgagor hereby authorizes the Mortgagee to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly; provided, however, that the Mortgagee shall remit to the Mortgagor any proceeds received by the Mortgagee that are not required to be applied to the Secured Obligations pursuant to the Loan Documents.

## ARTICLE VIII.

### EVENTS OF DEFAULT AND REMEDIES

**SECTION 8.1 Remedies in Case of an Event of Default.** If any Event of Default shall have occurred and be continuing, the Mortgagee may at its option, in addition to any other action permitted under this Mortgage or the other Loan Documents, or by law, statute or in equity, take one or more of the following actions to the greatest extent permitted by applicable Requirements of Law:

(i) personally or by its agents or attorneys (A) enter into and upon and take possession of all or any part of the Premises together with the books, records and accounts of the Mortgagor relating thereto and exclude the Mortgagor, its agents and servants wholly therefrom, (B) use, operate, manage and control the Premises and conduct the business thereof, (C) maintain and restore the Premises, (D) make all necessary or proper repairs, renewals and replacements and such useful alterations thereto and thereon as the Mortgagee may deem advisable, (E) manage, lease and operate the Premises and carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise, or (F) collect and receive all Rents. The Mortgagee shall be under no liability to the Mortgagor for or by reason of any such taking of possession, entry, removal or holding, operation or management except that any amounts so received by the Mortgagee shall be applied in accordance with the provisions of Section 8.2(ii);

(ii) with or without entry, personally or by its agents or attorneys, institute and prosecute proceedings for the complete or partial foreclosure of the Lien and security interests created and evidenced hereby; or

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(iii) take such steps to protect and enforce its rights whether by action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement in the Loan Documents, or in aid of the execution of any power granted in this Mortgage, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee shall elect.

## SECTION 8.2 Sale of Mortgaged Property if Event of Default Occurs; Proceeds of Sale.

(i) If any Event of Default shall have occurred and be continuing, the Mortgagee may institute an action to foreclose this Mortgage or take such other action as may be permitted and available to the Mortgagee at law or in equity for the enforcement of the Loan Documents and realization on the Mortgaged Property and proceeds thereon. So long as the Secured Obligations, or any part thereof, remain unpaid, the Mortgagor agrees that possession of the Mortgaged Property by the Mortgagor, or any Person claiming under the Mortgagor, shall be as tenant, and, upon foreclosure as provided in this Mortgage, to the extent permitted under the applicable Requirements of Law, the Mortgagor and any Person in possession under the Mortgagor, as to whose interest such foreclosure sale was not made subject, shall, at the option of the purchaser at such foreclosure sale, then become and be tenants holding over, and shall forthwith deliver possession to such purchaser, or be summarily dispossessed in accordance with the laws applicable to tenants holding over. In case of any sale pursuant to any order in any judicial proceeding or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels in such manner or order as the Mortgagee in its sole discretion may elect. One or more exercises of powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Secured Obligations are paid in full. To the extent permitted by applicable Requirements of Law:

(ii) the proceeds of any sale made under or by virtue of this Article VIII, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Article VIII or otherwise, shall be applied in accordance with the provisions of Loan Agreement.

(iii) the Mortgagee or any designee of Mortgagee may bid for and acquire the Mortgaged Property or any part thereof at any sale made under or by virtue of this Article VIII and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts (whether or not then due) owing to the Mortgagee in respect of the Secured Obligations, after deducting from the sales price the expense of the sale and the reasonable costs of the action or proceedings and any other sums that the Mortgagee is authorized to deduct under this Mortgage.

(iv) the Mortgagee may adjourn, from time to time, any sale by it to be made under or by virtue hereof by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, the Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

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(v) if the Premises is comprised of more than one parcel of land, the Mortgagee may take any of the actions authorized by this Section 8.2 in respect of any or a number of individual parcels.

## SECTION 8.3 Additional Remedies in Case of an Event of Default.

(i) The Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions hereof and, to the extent permitted by applicable Requirements of Law, the right of the Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions hereof, or the foreclosure of, or absolute conveyance pursuant to, this Mortgage.

(ii) Any recovery of any judgment by the Mortgagee and any levy of any execution under any judgment upon the Mortgaged Property shall not affect in any manner or to any extent the Lien and security interests created and evidenced hereby upon the Mortgaged Property or any part thereof, or any conveyances, powers, rights and remedies of the Mortgagee hereunder, but such conveyances, powers, rights and remedies shall continue unimpaired as before.

(iii) Any monies collected by the Mortgagee under this Section 8.3 shall be applied in accordance with the provisions of Section 8.2(ii).

SECTION 8.4 Legal Proceedings After an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee shall be entitled forthwith as a matter of right, concurrently or independently of any other right or remedy hereunder either before or after declaring the Secured Obligations or any part thereof to be due and payable, to the appointment of a Receiver without giving notice to any party and without regard to the adequacy or inadequacy of any security for the Secured Obligations or the solvency or insolvency of any Person or entity then legally or equitably liable for the Secured Obligations or any portion thereof. The Mortgagor hereby consents to the appointment of such Receiver. Notwithstanding the appointment of any Receiver, the Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of the Loan Documents to the Mortgagee.

SECTION 8.5 Waivers. The Mortgagor shall not (i) at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law or any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance hereof, (ii) claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction, or (iii) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof. To the extent permitted by applicable Requirements of Law, the Mortgagor hereby expressly (A) waives all benefit or advantage of any such law or laws, including, without limitation, any statute of

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limitations applicable to this Mortgage, (B) as more specifically provided in Section 11.9 below, waives any and all rights to trial by jury in any action or proceeding related to the enforcement hereof, (C) except to the extent expressly required by the terms of a Loan Document, waives all notices of any Event of Default or of any election by the Mortgagee to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents, (D) waives any right to a marshalling of assets or a sale in inverse order of alienation, (E) waives any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding brought in connection with this Mortgage and further waives and agrees not to plead that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum, and (F) covenants not to claim the benefits of such law or laws to hinder, delay or impede the execution of any power granted or delegated to the Mortgagee by this Article VIII but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted. The Mortgagee shall not be liable for any incorrect or improper payment made pursuant to this Article VIII in the absence of gross negligence or willful misconduct on its part.

SECTION 8.6 Remedies Not Exclusive. No remedy conferred upon or reserved to the Mortgagee by this Mortgage is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Mortgage or any other Loan Document or now or hereafter existing at law or in equity. Any delay or omission of the Mortgagee to exercise any right or power accruing upon the occurrence of any Event of Default shall not impair any such right or power and shall not be construed to be a waiver of or acquiescence in any such Event of Default. Every power and remedy given by this Mortgage may be exercised from time to time concurrently or independently, when and as often as may be deemed expedient by the Mortgagee in such order and manner as the Mortgagee, in its sole discretion, may elect. If the Mortgagee accepts any monies required to be paid by the Mortgagor under this Mortgage after the same become due, such acceptance shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums secured by this Mortgage or to declare an Event of Default with regard to subsequent defaults. If the Mortgagee accepts any monies required to be paid by the Mortgagor under this Mortgage in an amount less than the sum then due, such acceptance shall be deemed an acceptance on account only and on the condition that it shall not constitute a waiver of the obligation of the Mortgagor to pay the entire sum then due, and the Mortgagor's failure to pay the entire sum then due shall be and continue to be a default hereunder notwithstanding acceptance of such amount on account. No action by the Mortgagee in the enforcement of any rights, remedies or recourses under this Mortgage or otherwise at law or equity shall be deemed to cure any Event of Default.

SECTION 8.7 Release of and Resort to Collateral. Subject to the terms of the Loan Documents, the Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by this Mortgage or their priority with respect to the Mortgaged Property. For payment of the Secured Obligations, the Mortgagee may resort to any other security in such order and manner as the Mortgagee may elect.

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**SECTION 8.8 Discontinuance of Proceedings.** If the Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under this Mortgage and shall thereafter elect to discontinue or abandon it for any reason, the Mortgagee shall have the unqualified right to do so and, in such an event, the Mortgagor and the Mortgagee shall be restored to their former positions with respect to this Mortgage, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of the Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of the Mortgagee thereafter to exercise any right, remedy or recourse under this Mortgage in respect of such Event of Default.

**SECTION 8.9 No Mortgagee in Possession.** None of the enforcement of any of the remedies under this Article VIII, the assignment of the Rents and Leases under Section 2.2 and Article V, the security interests under Article IX, nor any other remedies afforded to the Mortgagee under this Mortgage, at law or in equity shall cause the Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate the Mortgagee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

## ARTICLE IX.

### SECURITY AGREEMENT AND FIXTURE FILING

**SECTION 9.1 Security Agreement.** To the extent that the Mortgaged Property includes personal property or items of personal property which are or are to become Fixtures, this Mortgage shall also be construed as a security agreement under the UCC; and, upon and during the continuance of an Event of Default, the Mortgagee shall be entitled with respect to the Mortgaged Property to exercise all remedies hereunder, all remedies available under the UCC with respect to Fixtures and all other remedies available under applicable Requirements of Law. Without limiting the foregoing, the personal property may, at the Mortgagee's option, (i) be sold hereunder together with any sale of any portion of the Mortgaged Property or otherwise, (ii) be sold pursuant to the UCC or (iii) be dealt with by the Mortgagee in any other manner permitted under applicable Requirements of Law. The Mortgagee may also, in its sole discretion and without notice (except as specified in Section 9.3 hereof), sell, assign or grant a license to use such personal property or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Mortgagee's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Mortgagee may deem commercially reasonable. The Mortgagee or its designee may be the purchaser, licensee, assignee or recipient of such personal property or any part thereof at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of such personal property sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations owed to such Person as a credit on account of the purchase price of such personal property or any part thereof payable by such Person at such sale. Each purchaser, assignee, licensee or recipient at any such sale shall acquire such personal property sold, assigned or licensed absolutely free from any claim or right on the part of the Borrower, the Mortgagor or any other Guarantor, and the Mortgagor hereby waives, to the fullest extent permitted by Requirements of Law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or

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hereafter enacted. The Mortgagee shall not be obligated to make any sale of the Mortgaged Property or any part thereof regardless of notice of sale having been given. The Mortgagee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Mortgagor hereby waives, to the fullest extent permitted by Requirements of Law, any claims against the Mortgagee arising by reason of the fact that the price at which such personal property or any part thereof may have been sold, assigned or licensed at such a private sale was less than the price which might have been obtained at a public sale, even if the Mortgagee accepts the first offer received and does not offer such personal property to more than one offeree.

SECTION 9.2 Fixture Filing. To the extent that the Mortgaged Property includes items of personal property which are or are to become Fixtures, and to the extent permitted under applicable Requirements of Law, the filing hereof in the real estate records of the county in which such Mortgaged Property is located shall also operate from the time of filing as a fixture filing with respect to such Mortgaged Property, and the following information is applicable for the purpose of such fixture filing, to wit:

**Name and Address of the Debtor:**

The Mortgagor having the address described in the Preamble hereof.

The Mortgagor, 8700 MG, LLC is a limited liability company organized under the laws of the State of Illinois whose Organization Number is 0197624-9.

**Name and Address of the Lender:**

The Mortgagee having the address described in the Preamble hereof, from which address information concerning the security interest may be obtained.

**This Financing Statement covers the following types or items of property:**

The Mortgaged Property.

**THIS INSTRUMENT COVERS GOODS OR ITEMS OF PERSONAL PROPERTY WHICH ARE OR ARE TO BECOME FIXTURES UPON THE PREMISES. THE NAME OF THE RECORD OWNER OF THE PREMISES ON WHICH SUCH FIXTURES ARE OR ARE TO BE LOCATED IS THE MORTGAGOR.**

In addition, the Mortgagor authorizes the Mortgagee to file appropriate financing and continuation statements under the UCC in effect in the jurisdiction in which the Mortgaged Property is located or the jurisdiction where the Mortgagor is located as may be required by law in order to establish, preserve and protect the liens and security interests intended to be granted to the Mortgagee pursuant to this Mortgage in the Mortgaged Property. Such financing statements may describe the collateral in the same manner as described in this Mortgage or may contain an indication or description of collateral that describes such property in any other manner as the Mortgagee may determine, in its sole discretion, is necessary or prudent to ensure the perfection of the security interest in the collateral granted to the Mortgagee in connection herewith.

SECTION 9.3 Notice of Sale. The Mortgagor acknowledges and agrees that, to the extent notice of sale or other disposition of the Mortgaged Property or any part thereof shall be

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required by applicable Requirements of Law, ten (10) days' prior notice to the Mortgagor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. No notification need be given to the Mortgagor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition.

## ARTICLE X.

### FURTHER ASSURANCES

**SECTION 10.1**      Recording Documentation To Assure Security. The Mortgagor shall, forthwith after the execution and delivery hereof and thereafter, from time to time, cause this Mortgage and any financing statement, continuation statement or similar instrument relating thereto or to any property intended to be subject to the Lien hereof to be filed, registered and recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the validity and priority thereof or the Lien hereof purported to be created upon the Mortgaged Property and the interest and rights of the Mortgagee therein. The Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments.

**SECTION 10.2**      Further Acts. The Mortgagor shall, at the sole cost and expense of the Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as the Mortgagee shall from time to time reasonably request, which may be necessary in the judgment of the Mortgagee from time to time to assure, perfect, convey, assign, mortgage, transfer and confirm unto the Mortgagee, the property and rights hereby conveyed or assigned or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. Without limiting the generality of the foregoing, in the event that the Mortgagee desires to exercise any remedies, consensual rights or attorney-in-fact powers set forth in this Mortgage and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, upon the reasonable request of the Mortgagee, the Mortgagor agrees to use its best efforts to assist and aid the Mortgagee to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers. In the event the Mortgagor shall fail to execute any instrument or take any action required to be executed or taken by the Mortgagor under this Section 10.2 within five (5) business days after receipt of a written request therefor from the Mortgagee, the Mortgagee may execute or take the same as the attorney-in-fact for the Mortgagor, such power of attorney being coupled with an interest and is irrevocable. The Mortgagor shall pay or cause to be paid all taxes and fees incident to any filing, registration, or recording of instruments pursuant to this Section 10.2 and all costs and expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments as

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well as any other costs or expenses in connection with the Mortgagor's compliance with the provisions of this Section 10.2.

SECTION 10.3 Additional Security. Without notice to or consent of the Mortgagor and without impairment of the Lien and rights created by this Mortgage, the Mortgagee may accept (but the Mortgagor shall not be obligated to furnish) from the Mortgagor or from any other Person, additional security for the Secured Obligations. Neither the giving hereof nor the acceptance of any such additional security shall prevent the Mortgagee from resorting, first, to such additional security, and, second, to the security created by this Mortgage without affecting the Mortgagee's Lien and rights under this Mortgage.

## ARTICLE XI.

### MISCELLANEOUS

SECTION 11.1 Covenants To Run with the Land. All of the grants, covenants, terms, provisions and conditions in this Mortgage shall run with the Land and shall apply to and bind the successors and assigns of the Mortgagor. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Documents; provided, however, that no such party shall be entitled to any rights thereunder without the prior written consent of the Mortgagee.

SECTION 11.2 No Merger. The rights and estate created by this Mortgage shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by the Mortgagee unless the Mortgagee shall have consented to such merger in writing.

SECTION 11.3 Concerning Mortgagee.

(i) If any portion of the Mortgaged Property also constitutes collateral granted by Mortgagor to secure the Secured Obligations under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions of this Mortgage and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, the Mortgagee, in its sole discretion, shall select which provision or provisions shall control (except that, in the event that any provision of the Loan Agreement governs any portion of the Mortgaged Property and conflicts or is inconsistent with any provision of this Mortgage, the applicable provision of the Loan Agreement shall be controlling with respect to such conflict or inconsistency).

(ii) The Mortgagor and all other Persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of the Mortgagee, without inquiry into the existence of required consents or approvals of the lenders therefor.

SECTION 11.4 Mortgagee May Perform; Mortgagee Appointed Attorney-in-Fact. If the Mortgagor shall fail to perform any covenants contained in this Mortgage, the Mortgagee may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach,



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and may expend funds for such purpose; provided, however, that (i) the Mortgagee shall in no event be bound to inquire into the validity of any tax, Lien, imposition or other obligation which the Mortgagor fails to pay or perform as and when required hereby and which the Mortgagor does not contest in accordance with any applicable provisions of the Loan Documents and (ii) the Mortgagee shall not under any circumstances be obligated to perform any obligation of the Mortgagor and shall not be liable to the Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 11.4. Any and all amounts so expended by the Mortgagee shall be paid by the Mortgagor in accordance with the provisions of the Loan Agreement. Neither the provisions of this Section 11.4 nor any action taken by the Mortgagee pursuant to the provisions of this Section 11.4 shall prevent any such failure to observe any covenant contained in this Mortgage nor any breach of representation or warranty from constituting an Event of Default. The Mortgagor hereby appoints the Mortgagee its attorney-in-fact, with full power and authority in the place and stead of the Mortgagor and in the name of the Mortgagor, or otherwise, from time to time in the Mortgagee's discretion to take any action and to execute any instrument consistent with the terms of the Loan Documents which the Mortgagee may deem necessary or advisable to accomplish the purposes hereof (but the Mortgagee shall not be obligated to and shall have no liability to the Mortgagor or any third party for failure to so do or take action). The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. The Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

**SECTION 11.5** Continuing Security Interest; Assignment. This Mortgage shall create a continuing Lien on and security interest in the Mortgaged Property and shall (i) be binding upon the Mortgagor, its successors and assigns and (ii) inure, together with the rights and remedies of the Mortgagee hereunder, to the benefit of the Mortgagee and each of its successors, transferees and assigns. In the event there is more than one mortgagor party hereto, all undertakings hereunder shall be deemed joint and several. No other Persons (including, without limitation, any other creditor of the Mortgagor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), the Mortgagee may assign or otherwise transfer any indebtedness held by it secured by this Mortgage to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Person, herein or otherwise, subject, however, to the provisions of the other Loan Documents.

**SECTION 11.6** Termination; Release. When all of the Secured Obligations have been indefeasibly paid in full and no further commitment to extend credit continues, Mortgagee shall release the Mortgaged Property from the Lien of this Mortgage or so much of it as is then held under this Mortgage.

**SECTION 11.7** Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be done in accordance with the terms of the Loan Agreement and unless in writing and signed by the Mortgagee. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by the Mortgagor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Mortgage or any other

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Loan Document, no notice to or demand on the Mortgagor in any case shall entitle the Mortgagor to any other or further notice or demand in similar or other circumstances.

SECTION 11.8 Notices. Any notice or other communication herein required or permitted to be given shall be given in the manner and to the addresses and shall become effective as provided in the Loan Agreement.

SECTION 11.9 GOVERNING LAW; SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THE PROVISIONS OF THIS MORTGAGE REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR ITEM OR TYPE OF MORTGAGED PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE. ALL OTHER PROVISIONS OF THIS MORTGAGE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS. MORTGAGOR IRREVOCABLY AGREES THAT ALL ACTIONS ARISING, DIRECTLY OR INDIRECTLY, AS A RESULT OR CONSEQUENCE OF THIS MORTGAGE, THE COLLATERAL OF THE NOTE OR ANY OTHER AGREEMENT WITH MORTGAGEE SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING THEIR SITUS IN THE CITY OF CHICAGO, STATE OF ILLINOIS, EXCEPT TO THE EXTENT NECESSARY TO FORECLOSE OR ENFORCE THE PROVISIONS OF THIS MORTGAGE. MORTGAGOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT HAVING ITS SITUS IN SAID CITY, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS. MORTGAGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO ASSIGNOR AS SET FORTH HEREIN IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE. MORTGAGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE OR ANY OF THE OTHER OBLIGATIONS, THE COLLATERAL, OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS MORTGAGE, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH MORTGAGEE AND MORTGAGOR ARE ADVERSE PARTIES.

SECTION 11.10 Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

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SECTION 11.11 Relationship. The relationship of the Mortgagee to the Mortgagor hereunder is strictly and solely that of lender and borrower and mortgagor and mortgagee and nothing contained in any Loan Document or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Secured Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between the Mortgagee and the Mortgagor other than as lender and borrower and mortgagor and mortgagee.

SECTION 11.12 No Claims Against the Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving the Mortgagor any right, power or authority not otherwise granted to it in any other Loan Document to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Mortgagee in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien hereof.

SECTION 11.13 Heading. The article, section and subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such articles, sections or subsections.

SECTION 11.14 Entire Agreement. This Mortgage and the other Loan Documents embody the entire agreement and understanding between the Mortgagor and the Mortgagee relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof.

SECTION 11.15 Conflict with Loan Agreement. If any conflict or inconsistency exists between this Mortgage and the Loan Agreement, the Loan Agreement shall control and govern to the extent of any such conflict or inconsistency.

## ARTICLE XII.

### RESERVED

## ARTICLE XIII.

### LEASES

SECTION 13.1 Mortgagor's Affirmative Covenants with Respect to Leases. With respect to each Lease, the Mortgagor shall:

- (i) observe and perform in all material respects all the obligations imposed upon the Landlord under such Lease;

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(ii) promptly send copies to the Mortgagee of all notices of default which the Mortgagor shall send or receive thereunder; and

(iii) enforce all of the material terms, covenants and conditions contained in such Lease upon the part of the Tenant thereunder to be observed or performed.

SECTION 13.2 Mortgagor's Negative Covenants with Respect to Leases. Unless otherwise permitted by the terms of the Loan Agreement, with respect to each Lease the Mortgagor shall not, without the prior written consent of the Mortgagee:

(i) receive or collect, or permit the receipt or collection of, any Rent under such Lease more than three (3) months in advance of the respective period in respect of which such Rent is to accrue, except:

(A) in connection with the execution and delivery of such Lease (or of any amendment to such Lease), Rent thereunder may be collected and received in advance in an amount not in excess of three (3) months' Rent;

(B) the amount held by Landlord as a reasonable security deposit thereunder; and

(C) any amount received and collected for escalation and other charges in accordance with the terms of such Lease;

(ii) assign, transfer or hypothecate (other than to the Mortgagee hereunder) any Rent under such Lease whether then due or to accrue in the future or the interest of the Mortgagor as Landlord under such Lease;

(iii) enter into any amendment or modification of any Lease if the same results in a Material Adverse Effect;

(iv) terminate (whether by exercising any contractual right of the Mortgagor to recapture leased space or otherwise) or permit the termination of such Lease or accept surrender of all or any portion of the space demised under such Lease prior to the end of the term thereof or accept assignment of such Lease to the Mortgagor unless the same would not cause a Material Adverse Effect; or

(v) waive, excuse, condone or in any manner discharge or release any Tenants of or from the obligations of such Tenants under their respective Leases or guarantors of Tenants from obligations under any guarantees of the Leases unless the same would not cause a Material Adverse Effect.

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## ARTICLE XIV.

### LOCAL LAW PROVISIONS

SECTION 14.1 Principles of Construction. In the event of any inconsistencies between the terms and provisions of this Mortgage and this Article XIV, the terms and provisions of this Article XIV shall govern and control.

SECTION 14.2 Business Loan. Mortgagor represents and warrants that the amounts secured by this Mortgage will be used for the purposes specified in Paragraph 815 ILCS 205/4(1)(c), and that the Secured Obligations constitute a “business loan” within the purview of said paragraph and that the Loans are “a loan secured by a mortgage on real estate” within the purview and operation of Section 815 ILCS 205/4(1)(l).

SECTION 14.3 Non-inclusion of Agricultural and Residential Real Estate. Mortgagor, on behalf of itself and all persons now or hereafter interested in the Mortgaged Property, voluntarily and knowingly hereby acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either Agricultural real estate (as defined in the Illinois Act), or Residential real estate (as defined in the Illinois Act).

SECTION 14.4 Future Advances; Maximum Principal Indebtedness. This Mortgage is given to secure not only existing indebtedness, but also future advances resulting from any act or omission of Mortgagor, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, and whether such advances are made before, during or after the pendency of any proceedings to foreclose the lien of this Mortgage or otherwise enforce the rights of Mortgagee hereunder, as are made within twenty (20) years from the date of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the maximum principal balance so secured at one time shall not exceed SEVEN MILLION AND NO/100 DOLLARS (\$7,000,000.00), plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the property encumbered by this Mortgage, with interest on such disbursements at the rate provided in the Loan Agreement. The provisions of this paragraph shall not be construed to imply any obligation on Mortgagee to make any future advances, it being the intention of the parties that any future advances shall be solely at the discretion and option of the Mortgagee except if otherwise provided in the Loan Agreement. Any reference in the Loan Agreement, this Mortgage or the other Loan Documents shall be construed to include any future advances pursuant to the Loan Agreement, this Mortgage or the other Loan Documents.

SECTION 14.5 Waiver of Statutory Rights. Mortgagor hereby waives, to the extent now or hereafter permitted by law, all rights of redemption and reinstatement of this Mortgage pursuant to the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15 1101 et seq. (“IMFL”), on behalf of itself and all those taking by, through or under Mortgageor.

SECTION 14.6 Compliance with Illinois Mortgage Foreclosure Law. In the event that any provision of this Mortgage shall be inconsistent with any provision of IMFL, the provisions of IMFL shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in

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a manner consistent with IMFL. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon any Event of Default by Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under IMFL in the absence of said provision Mortgagee shall be vested with the rights granted in IMFL to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under IMFL, whether incurred before or after any decree or judgment of foreclosure, and whether or not encumbered in this Mortgage, shall be added to the obligations secured by this Mortgage or by judgment of foreclosure.

SECTION 14.7 Illinois Collateral Protection Act. The following notice is given pursuant to the Illinois Collateral Protection Act. As used herein, the terms "you" and "your" shall refer to **MORTGAGOR** and the terms "we" and "us" shall refer to **MORTGAGEE**. **UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING US WITH EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.**

SECTION 14.8 VARIABLE RATE OF INTEREST. THIS MORTGAGE SECURES CERTAIN PROMISSORY NOTES WHICH PROVIDE FOR VARIABLE ADJUSTMENTS TO THE INTEREST RATE.

SECTION 14.9 LAND TRUST EXCULPATION. THIS MORTGAGE IS EXECUTED BY THE LAND TRUST TRUSTEE, NOT PERSONALLY, BUT AS TRUSTEE AS AFORESAID IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON AND VESTED IN IT AS SUCH TRUSTEE, AND IS PAYABLE BY TRUSTEE ONLY OUT OF THE ASSETS OF THE TRUST ESTATE HELD UNDER THE LAND TRUST AGREEMENT. NO PERSONAL LIABILITY SHALL BE ASSERTED OR BE ENFORCEABLE AGAINST THE LAND TRUST TRUSTEE BECAUSE OR IN RESPECT OF THIS MORTGAGE OR THE MAKING, ISSUE, TRANSFER OR ENFORCEMENT HEREOF, ALL SUCH LIABILITY OF THE LAND TRUST TRUSTEE, IF ANY, BEING EXPRESSLY WAIVED BY MORTGAGEE, AND THE SOLE REMEDIES OF MORTGAGEE AGAINST THE LAND TRUST TRUSTEE SHALL BE AS PROVIDED IN THIS MORTGAGE, THE LOAN DOCUMENTS AND ANY OTHER DOCUMENTS GIVEN TO SECURE THE LOAN IN ACCORDANCE WITH THE TERMS AND PROVISIONS CONTAINED THEREIN OR BY ACTION TO ENFORCE THE PERSONAL LIABILITY OF THE BENEFICIARY FOR

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PAYMENT OF ALL AMOUNTS DUE AND PERFORMANCE OF ALL OBLIGATIONS REQUIRED UNDER THIS MORTGAGE.

## ARTICLE XV.

### SUBORDINATION

SECTION 15.1 This Mortgage and all of Lenders' rights and remedies hereunder shall be subordinated in right of payment to that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of March 6, 2012 and made by Mortgagor in favor of Lender, which was recorded in Cook County, Illinois, on March 23, 2012, as Document No. 1208310057 (the "First Mortgage"). Lender shall not exercise any enforcement remedies or take any similar actions in respect of this Mortgage prior to the full and final payment of all indebtedness secured by the First Mortgage. The provisions of this Section 15.1 shall apply to this Mortgage so long as the First Mortgage remains a lien on the Property. In the event of any conflict between this Mortgage and the First Mortgage, the terms, conditions and provisions of the First Mortgage, as the case may be, shall supersede and control this Mortgage.

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

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be signed as of the date first written above.

### MORTGAGOR:

Chicago Title Land Trust Company, not personally but solely as Successor Trustee under Trust Agreement dated June 30, 1997, and known as Trust No. 123112-05

By: *Kelli A. Beyer*  
Print Name: Kelli A. Beyer

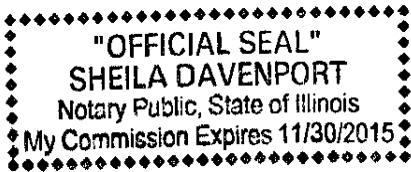
\_\_\_\_\_  
Its: Authorized Officer



STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK )

I, Sheila Davenport, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kelli A. Beyer, trust officer of the Chicago Title Land Trust Company, not personally but solely as successor trustee as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/ her own free and voluntary act of said trust, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20<sup>th</sup> day of September 2012.



*Sheila Davenport*  
Notary Public

**ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN**





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## SCHEDULE A

### Legal Description

#### PARCEL 1:

LOTS 195 TO 206 BOTH INCLUSIVE, LOTS 401 TO 408 BOTH INCLUSIVE, ALL OF LOTS 430 TO 436 BOTH INCLUSIVE, LOTS 460 (EXCEPT THE NORTH 69.50 FEET THEREOF AS MEASURED ALONG THE EAST LINE THEREOF) LOT 461 (EXCEPT THE WEST 40.79 FEET OF THE NORTH 69.50 FEET) ALL OF LOTS 462 AND 463, ALL OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY, LYING WEST OF AND ADJOINING SAID LOTS 204, 205 AND 206 LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 204 AND LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 206, ALL OF THAT PART OF VACATED PUBLIC STREET KNOWN AS CAROL AVENUE LYING WEST OF THE WEST LINE OF WAUKEGAN ROAD, THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOTS 195 TO 203, BOTH INCLUSIVE AND ALSO ALL OF THE EAST AND WEST 16 FOOT VACATED PUBLIC ALLEY, LYING NORTH OF AND ADJOINING SAID LOTS 401 TO 408 BOTH INCLUSIVE, ALL TAKEN AS ONE TRACT, ALL BEING IN THE FIRST ADDITION TO DEMPSTER WAUKEGAN ROAD SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM THE ABOVE DESCRIBED TRACT THAT PART LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE WEST LINE OF WAUKEGAN ROAD AT A POINT 355.29 FEET (AS MEASURED ALONG SAID WEST LINE) SOUTH OF THE NORTH EAST CORNER OF SAID LOT 206) ALL IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR LIGHT, AIR, INGRESS AND EGRESS AND PARKING OVER THE NORTH 75 FEET OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT; LOTS 183 TO 196, BOTH INCLUSIVE; LOTS 318 TO 325 BOTH INCLUSIVE, ALL OF LOTS 345 TO 352 BOTH INCLUSIVE, ALL OF LOTS 373 TO 380 BOTH INCLUSIVE, LOTS 401 TO 408 BOTH INCLUSIVE, THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 408, ALL OF THE VACATED PUBLIC STREET KNOWN AS CRAIN AVENUE, LYING WEST OF WAUKEGAN ROAD, ALL OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOTS 184 TO 193 BOTH INCLUSIVE ALL OF THE EAST AND WEST 16 FOOT VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 345 TO 352 BOTH INCLUSIVE, ALL THE VACATED PUBLIC STREET KNOWN AS CONRAD AVENUE, LYING WEST OF WAUKEGAN ROAD, THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY, LYING EAST OF AND

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ADJOINING SAID LOT 325, ALL TAKEN AS TRACT, ALL BEING IN THE FIRST ADDITION TO DEMPSTER WAUKEGAN ROAD SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING FROM THE ABOVE DESCRIBED TRACT, THAT PART THEREOF LYING NORTH OF A LINE DRAWN PERPENDICULARLY TO THE WEST LINE OF WAUKEGAN ROAD AT A POINT 355.29 FEET (AS MEASURED ALONG SAID WEST LINE) SOUTH OF THE NORTH EAST CORNER OF LOT 206 IN SAID FIRST ADDITION TO DEMPSTER WAUKEGAN ROAD SUBDIVISION AND ALSO EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTH OF THE NORTH 24.10 FEET OF SAID LOT 183, AND SAID LOTS 318 TO 325 BOTH INCLUSIVE AND ALSO EXCEPTING THAT PART LYING SOUTH OF THE NORTH 24.10 FEET OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING EAST OF AND ADJOINING SAID LOT 325. ALL IN COOK COUNTY, ILLINOIS AS CREATED BY EASEMENT AGREEMENT FILED AUGUST 15, 1973 AS DOCUMENT LR2710918.

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## SCHEDULE B

### Permitted Liens

1. GENERAL TAXES NOT YET DUE OR PAYABLE.
2. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO THE LAND IS HELD.
3. (A) TERMS, PROVISIONS AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 2 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.  
  
(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
4. EASEMENT OVER THE NORTH 10 FEET OF LAND FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH TELEPHONE AND ELECTRICAL SERVICE, TOGETHER WITH RIGHT TO OVERHANG AERIAL SERVICE WIRES AND THE RIGHT OF ACCESS TO SUCH WIRES AS CREATED BY GRANT TO ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND AS SHOWN ON THE PLAT OF SUBDIVISION FILED SEPTEMBER 6, 1974 AS DOCUMENT 2772353.
5. EASEMENT GRANTED TO COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS BY GRANT OF EASEMENT FILED AUGUST 22, 1967 AS DOCUMENT LR2342708 AS FOLLOWS:  
  
(A) THE PERPETUAL NON EXCLUSIVE RIGHT, EASEMENT AND AUTHORITY TO UTILIZE THE FOLLOWING DESCRIBED PORTIONS OF THE PREMISES FOR ALL PURPOSES OF UNRESTRICTED INGRESS TO AND EGRESS FROM SAID TRACT OF LAND CONVEYED TO EDISON, BY VEHICLE OR ON FOOT, WITH NO OBLIGATION ON THE PART OF EDISON TO PAY FOR OR SHARE THE COST OF THE INSTALLATION, REPAIR, REPLACEMENT OR MAINTENANCE OF ANY SURFACING MATERIALS FROM TIME TO TIME PLACED THEREON, TO WIT:  
  
THAT PART OF LOTS 461, 462, 463 AND THE WEST 1/2 OF THE VACATED 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING SAID LOT 463, IN FIRST ADDITION TO DEMPSTER-WAUKEGAN ROAD SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS:  
  
COMMENCING AT A POINT ON THE NORTH LINE OF LOT 461, WHICH POINT IS 40.79 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 461, THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 461, A DISTANCE OF

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31.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 461 A DISTANCE OF 30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINES OF LOTS 461, 462 AND 463 AND SAID LINE EXTENDED EAST A DISTANCE OF 143.35 FEET TO THE CENTER LINE OF SAID VACATED 16 FOOT PUBLIC ALLEY, THENCE NORTHERLY ALONG SAID CENTER LINE OF SAID ALLEY, A DISTANCE OF 30.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINES OF LOTS 461, 462 AND 463 AND SAID LINE EXTENDED EAST, A DISTANCE OF 143.24 FEET TO THE POINT OF BEGINNING AND ALSO THAT PART OF VACATED CAROL AVENUE LYING SOUTH OF AND ADJOINING LOT 204 IN FIRST ADDITION TO DEMPSTER-WAUKEGAN ROAD SUBDIVISION, AFORESAID DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 204, THENCE SOUTHERLY ALONG THE WEST LINE OF WAUKEGAN ROAD, A DISTANCE OF 38.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 204, A DISTANCE OF 2.14 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE 59.69 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 204, WHICH POINT IS 40 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 204; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 204, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING SUCH EASEMENT TO BE FOR THE BENEFIT OF AND APPURTENANT TO SAID TRACT OF LAND CONVEYED TO EDISON AND DESCRIBED AS FOLLOWS:

THE WEST 40.79 FEET OF THE NORTH 69.50 FEET OF LOT 461 AND THE NORTH 69.50 FEET MEASURED ON THE EAST LINE THEREOF, OF LOT 460, ALL IN FIRST ADDITION TO DEMPSTER WAUKEGAN ROAD SUBDIVISION AFORESAID AND:

(B) THE PERPETUAL RIGHT, EASEMENT AND AUTHORITY TO CONSTRUCT, INSTALL, USE, OPERATE, MAINTAIN, REPAIR AND REPLACE AND RELOCATE, RENEW, REMOVE POLES, CROSSARMS, WIRES, CABLES, DOWNGUYS, ANCHORS, CONDUITS AND OTHER OVERHEAD AND UNDERGROUND EQUIPMENT AND FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY IN, ON, OVER, UNDER ACROSS AND ALONG THE NORTH 10 FEET (MEASURED AT RIGHT ANGLES) TO THE NORTH LINE THEREOF OF THAT PORTION OF THE LAND TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

LOT 461 EXCEPT THE WEST 40.79 FEET THEREOF, LOTS 462 AND 463, AND THE WEST 1/2 OF THE VACATED NORTH AND SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOT 463, ALL IN FIRST ADDITION TO DEMPSTER WAUKEGAN ROAD SUBDIVISION AFORESAID, WITH THE RIGHT TO TRIM, CUT AND REMOVE FROM TIME TO TIME SUCH TREES, BUSHES, SHRUBS AND SAPLINGS AS MAY BE REQUIRED INCIDENT THERETO AND ALSO THE RIGHT FROM TIME TO TIME TO TRIM SUCH

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TREES, BUSHES, SHRUBS AND SAPLINGS AS MAY BE REQUIRED INCIDENT THERETO, AND ALSO THE RIGHT OF ACCESS AT ALL TIMES FOR ANY AND ALL SUCH PURPOSES WITH NO OBLIGATION TO RESTORE OR REPLACE ANY SURFACING MATERIALS WHICH BE INSTALLED ON SAID NORTH 10 FEET FROM TIME TO TIME TO AND DAMAGED BY EDISON IN THE EXERCISE OF SUCH RIGHTS.

6. EASEMENTS RESERVED TO COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, IN A DEED IN TRUST FILED NOVEMBER 13, 1967 AS DOCUMENT LR 2358867, AS FOLLOWS:

(A) THE PERPETUAL, NON-EXCLUSIVE RIGHT, EASEMENT AND AUTHORITY TO UTILIZE THAT PART OF SAID REAL ESTATE HEREIN CONVEYED DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 206; THENCE NORTH 90 DEGREES WEST ALONG THE NORTH LINE OF SAID LOT 206, A DISTANCE OF 23.48 FEET; THENCE SOUTH 64 DEGREES 06 MINUTES 52 SECONDS WEST A DISTANCE OF 57.26 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 206, WHICH POINT IS 32.90 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 206; THENCE CONTINUING SOUTH 64 DEGREES 06 MINUTES 52 SECONDS WEST, A DISTANCE OF 14.32 FEET TO A POINT ON A LINE 31.25 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 206; THENCE NORTH 90 DEGREES WEST ALONG SAID LINE 31.25 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 206, A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF LOT 205, WHICH POINT IS 6.25 FEET SOUTHERLY OF THE NORTH WEST CORNER OF LOT 205; THENCE NORTH 90 DEGREES WEST ALONG THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 8.00 FEET TO THE CENTER LINE OF SAID VACATED 16 FOOT PUBLIC ALLEY, THENCE SOUTH 0 DEGREES 13 MINUTES WEST ALONG SAID CENTER LINE, A DISTANCE OF 30.00 FEET; THENCE NORTH 90 DEGREES EAST A DISTANCE OF 8.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 204, WHICH POINT IS 11.25 FEET SOUTHERLY OF THE NORTH WEST CORNER OF SAID LOT 204; THENCE CONTINUING NORTH 90 DEGREES EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 204 A DISTANCE OF 19.89 FEET; THENCE SOUTH 66 DEGREES 12 MINUTES 23 SECONDS EAST A DISTANCE OF 52.67 FEET TO A POINT ON THE SOUTH LINE OF LOT 204, WHICH POINT IS 40 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 204; THENCE NORTH 90 DEGREES EAST ALONG THE SOUTH LINE OF SAID LOT 204 A DISTANCE OF 40 FEET TO THE SOUTH EAST CORNER OF SAID LOT 204, THENCE NORTH 0 DEGREES 13 MINUTES WEST ALONG THE EAST LINES OF LOTS 204, 205 AND 206 A DISTANCE OF 82.50 FEET TO THE POINT OF BEGINNING; FOR ALL PURPOSES OF UNRESTRICTED INGRESS AND EGRESS BY VEHICLE OR ON FOOT WITH NO OBLIGATION ON THE PART OF THE GRANTOR TO PAY FOR OR SHARE THE COST OF THE INSTALLATION, REPAIR, REPLACEMENT OR MAINTENANCE OF ANY SURFACING MATERIALS FROM TIME TO TIME PLACED THEREON, SAID EASEMENT TO BE FOR THE BENEFIT OF AND APPURTENANT TO A PARCEL OF LAND

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OWNED BY THE GRANTOR AND DESCRIBED AS FOLLOWS: THE WEST 40.79 FEET OF THE NORTH 69.50 FEET OF LOT 461 AND THE NORTH 69.50 FEET, MEASURED ALONG EAST LINE THEREOF, OF LOT 460, ALL IN FIRST ADDITION TO DEMPSTER-WAUKEGAN ROAD SUBDIVISION, AFORESAID; AND

(B) THE PERPETUAL RIGHT, EASEMENT, AND AUTHORITY TO CONSTRUCT, INSTALL, USE, OPERATE, MAINTAIN, REPAIR, REPLACE, RELOCATE, RENEW AND REMOVE POLES, CROSS-ARMS, WIRES, CABLES, DOWNGUYS, ANCHORS, CONDUITS AND OTHER OVERHEAD AND/OR UNDERGROUND EQUIPMENT AND FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY, IN, ON, OVER, UNDER, ALONG, AND ACROSS THE NORTH 10 FEET (MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) OF SAID REAL ESTATE HEREIN CONVEYED, TAKEN AS A TRACT, WITH THE RIGHT TO TRIM, CUT, AND REMOVE FROM TIME TO TIME SUCH TREES, BUSHES, SHRUBS AND SAPLINGS THAT MAY BE REQUIRED INCIDENT THERETO, AND ALSO THE RIGHT OF ACCESS AT ALL TIMES FOR ANY AND ALL SUCH PURPOSES WITH NO OBLIGATION TO RESTORE OR REPLACE ANY SURFACING MATERIALS WHICH MAY BE INSTALLED ON SAID NORTH 10 FEET FROM TIME TO TIME AND DAMAGED BY COMMONWEALTH EDISON COMPANY IN THE EXERCISE OF SUCH RIGHTS.

7. EASEMENT AGREEMENT DATED DECEMBER 21, 1967 AND FILED NOVEMBER 14, 1968 AS DOCUMENT LR2421457, WHEREIN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 14, 1960 AND KNOWN AS TRUST NUMBER 15407 GRANTED TO FORD LEASING DEVELOPMENT COMPANY, A CORPORATION OF DELAWARE, THE RIGHT TO LAY, INSTALL, AND CONSTRUCT A SYSTEM OF STORM SEWER PIPES, TO BE KEPT AND MAINTAINED BY THE GRANTEE, AND THE TERMS AND CONDITIONS OF SAID EASEMENT AGREEMENT. SAID SYSTEM OF STORM SEWER PIPES WAS TO BE CONSTRUCTED WITHIN SIX MONTHS OF THE DATE OF SAID EASEMENT AGREEMENT, UNDER AND THROUGH THAT PORTION OF THE GRANTOR'S LAND DESCRIBED AS FOLLOWS:

THE EAST 10 FEET OF LOTS 178 TO 183 INCLUSIVE (EXCEPT THE NORTH 24.1 FEET OF SAID LOT 183); ALSO THE NORTH 10 FEET OF LOT 178; ALSO THE SOUTH 10 FEET OF THE VACATED EAST AND WEST ALLEY LYING NORTH AND ADJOINING THE EAST 10 FEET OF LOT 299, ALSO THE SOUTH 10 FEET OF THAT PART OF THE NORTH AND SOUTH VACATED ALLEY WEST OF ADJOINING LOTS 178 AND 179 WHICH LIES NORTH OF THE NORTH LINE OF LOT 299 EXTENDED EAST ALSO THE EAST 10 FEET OF LOT 299 ALSO THE EAST 10 FEET OF THAT PART OF VACATED GREENLEAF AVENUE LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 299 EXTENDED AND LYING NORTH OF THE CENTER LINE OF A WATER COURSE APPROXIMATELY 61 FEET SOUTH OF THE SOUTH LINE OF SAID LOT 299 ALL IN THE FIRST ADDITION TO DEMPSTER-WAUKEGAN ROAD SUBDIVISION IN

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THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

NOTE: SAID EASEMENT AGREEMENT ALSO GRANTS THE RIGHT OF INGRESS AND EGRESS OVER AND ON THAT PART OF THE CAPTION HEREIN ADJACENT TO THE EASEMENT PREMISES SHOWN ABOVE AND SHOWN ON NATIONAL SURVEY SERVICE INCORPORATED, SURVEY NO. N-97013.

(AFFECTS THE NORTH 24 FEET OF PARCEL 2)

8. AN 8 INCH PRIVATE SANITARY SEWER ALONG THE EAST PORTION OF THE LAND, AS DISCLOSED BY NATIONAL SURVEY SERVICE INC., SURVEY NO. N-97013.
9. A 24 INCH STORM SEWER LINE ALONG AND UPON THE EAST PORTION OF LOTS 183, 184, 185 AND 186 AND OF VACATED CONRAD AVENUE.

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST CO., on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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