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1230410077

Illinois Anti-Predatory Lending Database Program

Doc#: 1230410077 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/30/2012 04:19 PM Pg: 1 of 18

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 20-09-106-019-0000

Address:

Street: 627 W. 48th Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60609

Lender: Northbrook Bank & Trust Company

Borrower: Chicago Title Land Trust Company, not personally but solely as Successor Trustee under a Trust Agreement
Dated July 17, 2000, and known as Trust No. 126402

Loan / Mortgage Amount: \$1,248,474.02

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: 2D09FB6A-2901-41FA-B716-ECCF0A74122B

Execution date: 10/23/2012

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**THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:**

Michael D. Burstein
MUCH SHELIST
 191 North Wacker Drive
 Suite 1800
 Chicago, Illinois 60606.1615

This space reserved for Recorder's use only.

MORTGAGE

This **MORTGAGE** is dated as of September 12, 2012 (this "**Mortgage**"), and is executed by **CHICAGO TITLE LAND TRUST COMPANY**, an Illinois corporation, not personally, but solely as Successor Trustee (the "**Mortgagor**") under a Trust Agreement dated July 17, 2000, and known as Trust No. 126402 (the "**Trust Agreement**") to and for the benefit of **NORTHBROOK BANK & TRUST COMPANY**, an Illinois banking corporation (together with its successors and assigns, the "**Lender**"), as successor to First Chicago Bank & Trust, an Illinois banking corporation ("**FCB&T**"), pursuant to a Purchase and Assumption Agreement between the Seller and the Federal Deposit Insurance Corporation (the "**FDIC**"), as receiver of the assets of FCB&T.

RECITALS:

A. FCB&T previously made a loan to the beneficiary of the Trust Agreement (the "**Borrower**") in the original principal amount of **TWO MILLION AND 00/100 DOLLARS** (\$2,000,000.00) (the "**Loan**").

B. The Loan is evidenced by that certain Promissory Note dated February 22, 2008, executed by the Borrower and made payable to the order of FCB&T in the original principal amount of the Loan (the "**Original Note**"). The Original Note was amended and restated by that

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certain Promissory Note dated February 22, 2009, executed by the Borrower and made payable to the order of FCB&T in the original principal amount of the Loan (the "**Amended and Restated Note**"). The Amended and Restated Note was amended and restated by that certain Promissory Note dated May 22, 2009, executed by the Borrower and made payable to the order of FCB&T in the original principal amount of **ONE MILLION THREE HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED NINETY-EIGHT AND 05/100 DOLLARS** (\$1,382,798.05) (the "**Second Amended and Restated Note**"). The Second Amended and Restated Note was amended by that certain (i) Change in Terms Agreement dated September 5, 2009, (ii) Change In Terms Agreement dated December 5, 2009, and (iii) Change In Terms Agreement dated July 5, 2010 (collectively, the "**Change In Terms Agreements**"; the Second Amended and Restated Note, as amended by the Change In Terms Agreement, is referred to in this Agreement as the "**Note**").

C. As of the date of this Agreement, the outstanding principal balance of the Note is **ONE MILLION TWO HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-FOUR AND 02/100 DOLLARS** (\$1,248,474.02).

D. The Note is secured by, among other things that certain:

1. Mortgage dated February 22, 2009, executed by **FIRST CHICAGO BANK & TRUST**, not personally, but solely as Trustee under Trust Agreement dated January 19, 2008, and known as Trust Number 1206-B (the "**Trustee**"), to and for the benefit of FCB&T, and recorded with the Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**"), on April 2, 2009, as Document No. 0909255051 and re-recorded with the Recorder's Office on October 26, 2009, as Document No. 0929908268 (the "**Original Mortgage**"), which Mortgage encumbers certain real property located in Chicago, Illinois, and legally described in the Original Mortgage;

2. Assignment of Rents dated February 22, 2009, executed by the Trustee to and for the benefit of FCB&T, and recorded with the Recorder's Office, on April 2, 2009, as Document No. 0909255052 and re-recorded with the Recorder's Office on October 26, 2009, as Document No. 0929908269 (the "**Original Assignment of Rents**"; the Note, the Original Mortgage, the Original Assignment of Rents, and any and all other documents now or hereafter given to evidence or secure payment of the Loan, including without limitation those documents given in accordance with the Settlement Agreement, or delivered to induce the Lender to disburse the proceeds of the Loan are collectively referred to in this Mortgage as the "**Loan Documents**").

E. The Lender is the successor in interest to FCB&T pursuant to a Purchase and Assumption Agreement between the Seller and the FDIC, as receiver of the assets of FCB&T.

F. The Borrower and the Lender have entered into a Settlement Agreement dated as of even date herewith (the "**Settlement Agreement**").

G. The Borrower owns one hundred percent (100%) of the beneficial interest of, and sole power of direction in, the Trust Agreement.

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H. A condition precedent to the effectiveness of the Settlement Agreement is the execution and delivery by the Mortgagor of this Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor agrees as follows:

A G R E E M E N T S:

The Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to the Lender and its successors and assigns, and grants a security interest in, the following described property, rights and interests (collectively referred to herein as the "**Premises**"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

(a) the real estate located in the County of Cook, State of Illinois, and legally described on **Exhibit "A"** attached hereto and made a part hereof (the "**Real Estate**");

(b) all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Mortgagor or on its behalf (the "**Improvements**");

(c) all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Mortgagor of, in and to the same;

(d) all rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Illinois (the "**Code**") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by the Mortgagor thereon, to be applied against the Indebtedness (as hereinafter defined);

(e) all interest of the Mortgagor in all leases now or hereafter on the Premises, whether written or oral (each, a "**Lease**", and collectively, the "**Leases**"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Mortgagor to collect the rentals under any such Lease;

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(f) all fixtures and articles of personal property now or hereafter owned by the Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Premises, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty and security for the Indebtedness; and

(g) all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto the Lender, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any default hereunder or under any other Loan Document (an "**Event of Default**"); the Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Mortgagor or any other obligor to or benefiting the Lender which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; and (iii) the reimbursement to the Lender of any and all sums incurred, expended or advanced by the Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage or any of the other Loan Documents, with interest thereon as provided herein or therein (collectively, the "**Indebtedness**").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Title.** The Mortgagor represents, warrants and covenants that (a) the Mortgagor is the holder of the fee simple title to the Premises; (b) the Mortgagor has legal power and authority to mortgage and convey the Premises; and (c) the Borrower owns 100% of the beneficial interest and power of direction in the Trust Agreement, free from any lien, security interest, encumbrance

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or other right, title or interest of any other person or entity other than in favor of the Lender, and has the legal power and authority to direct the Mortgagor to mortgage and convey the Premises.

2. **Condemnation.** If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness, is hereby assigned to the Lender, who is empowered to collect and receive the same and to give proper receipts therefor in the name of the Mortgagor and the same shall be paid forthwith to the Lender. Such award or monies shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable.

3. **Restrictions on Transfer.** The Mortgagor, without the prior written consent of the Lender, shall not effect, suffer, or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of the Premises or any part thereof or interest therein shall constitute a "**Prohibited Transfer**", whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this **Section 3** shall not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives, or (iv) to Leases permitted by the terms of the Loan Documents, if any.

4. **Foreclosure; Expense of Litigation.**

(a) When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) (as may be amended from time to time, the "**Mortgage Foreclosure Law**"). In the event of a foreclosure sale, the Lender is hereby authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as the Lender may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Lender for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such

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abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as the Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this **Section 4** and such other expenses and fees as may be incurred in the enforcement of the Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by the Lender in any litigation or proceeding affecting this Mortgage, the Note, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by the Mortgagor, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

5. **Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with the Mortgage Foreclosure Law and, unless otherwise specified therein, in such order as the Lender may determine in its sole and absolute discretion.

6. **Compliance with Illinois Mortgage Foreclosure Law.**

(a) If any provision in this Mortgage shall be inconsistent with any provision of the Mortgage Foreclosure Law, provisions of the Mortgage Foreclosure Law 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 a manner consistent with the Mortgage Foreclosure Law.

(b) If any provision of this Mortgage shall grant to the Lender (including the Lender acting as a mortgagee-in-possession) any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in the Lender or in such receiver under the Mortgage Foreclosure Law in the absence of said provision, the Lender and such receiver shall be vested with the powers, rights and remedies granted in the Mortgage Foreclosure Law to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by the Lender which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Mortgage Foreclosure Law, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in **Section 4** of this Mortgage, shall be added to the Indebtedness and/or by the judgment of foreclosure.

7. **Rights Cumulative.** Each right, power and remedy herein conferred upon the Lender is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Lender, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of

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the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of the Lender in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

8. Lender's Right of Inspection. The Lender and its representatives shall have the right to inspect the Premises with respect thereto at all reasonable times, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

9. Release Upon Payment and Discharge of Mortgagor's Obligations. The Lender shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by the Lender in connection with the execution of such release.

10. Notices Any notices, communications and waivers under this Mortgage shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To the Lender: NORTHBROOK BANK & TRUST COMPANY
 c/o Wintrust Financial Corporation
 1145 N Arlington Heights Road
 Itasca, Illinois 60143
 Attention: Matthew Magee, Assistant Vice
 President, Purchased Assets
 Division

With a copy to: MUCH *SHELIST*
 191 North Wacker Drive, Suite 1800
 Chicago, Illinois 60606.1615
 Attention: Michael D. Burstein

To the Mortgagor: CHICAGO TITLE LAND TRUST COMPANY, as
 Successor Trustee under Trust No. 126402
 10 South LaSalle Street
 Suite 3100
 Chicago, Illinois 60603

With a copy to: BPT SOUTH SIDE PROPERTIES, LLC
 200 West Jackson Boulevard, Suite 2400
 Chicago, Illinois 60606
 Attention: Patrick F. Girondi

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and:

JOSEPH S. FARRELL
 Access Group Chicago
 4725 N. Western Avenue
 Suite 220
 Chicago, Illinois 60625

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this **Section 10** shall be deemed received when actually delivered or when delivery is refused by the addressee, as the case may be.

11. Waiver of Rights. The Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension of law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

(a) the Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15-1601 or other applicable law or replacement statutes;

(b) the Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to the Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

(c) the Mortgagor certifies and represents that the provisions of this **Section 11** (including the waiver of reinstatement and redemption rights) were made at the express direction of the Borrower and the persons having the power of direction over the Mortgagor, and are made on behalf of the trust estate of the Mortgagor and the Borrower, as well as all other persons mentioned above.

12. Further Instruments. Upon request of the Lender, the Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

13. Additional Indebtedness Secured. All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Mortgage secures

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more than the stated principal amount of the Note and interest thereon; this Mortgage secures any and all other amounts which may become due under the Note, any of the other Loan Documents or any other document or instrument evidencing, securing or otherwise affecting the Indebtedness, including, without limitation, any and all amounts expended by the Lender to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Mortgage.

14. **Remedies Against Other Collateral.** The Mortgagor hereby acknowledges that certain Loan Documents other than this Mortgage create liens on collateral. The Mortgagor further acknowledges that this Mortgage and the other Loan Documents are cross-defaulted and the Loan secured hereby is also secured by the other Loan Documents. The Mortgagor agrees that the Lender may proceed, at the same or at different times, to foreclose any or all liens against such collateral. Any foreclosure or other appropriate remedy may be brought and prosecuted as to any part of such collateral without regard to the fact that foreclosure proceedings or other appropriate remedies have or have not been instituted on any other part of the collateral for the Loan.

15. **Miscellaneous.**

(a) **Successors and Assigns.** This Mortgage and all provisions hereof shall be binding upon and enforceable against the Mortgagor and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of the Lender, its successors and assigns and any holder or holders, from time to time, of the Note.

(b) **Invalidity of Provisions; Governing Law.** In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Mortgagor and the Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect. This Mortgage is to be construed in accordance with and governed by the laws of the State of Illinois.

(c) **Rights of Tenants.** The Lender shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of the Lender. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

(d) **Option of Lender to Subordinate.** At the option of the Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to

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any and all Leases of all or any part of the Premises upon the execution by the Lender of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated.

(e) **Mortgagee-in-Possession.** Nothing herein contained shall be construed as constituting the Lender a mortgagee-in-possession in the absence of the actual taking of possession of the Premises by the Lender pursuant to this Mortgage.

(f) **Relationship of Lender and Mortgagor.** The Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of the Mortgagor or of any lessee, operator, concessionaire or licensee of the Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, the Lender shall not be deemed to be such partner, joint venturer, agent or associate on account of the Lender becoming a mortgagee-in-possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of the Mortgagor and the Lender hereunder is solely that of debtor/creditor.

(g) **No Merger.** The parties hereto intend that this Mortgage and the lien hereof shall not merge in fee simple title to the Premises, and if the Lender acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

(h) **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed an amount equal to **FOUR MILLION AND 00/100 DOLLARS (\$4,000,000.00)**; provided, however, in no event shall the Lender be obligated to advance funds in excess of the face amount of the Note.

(i) **WAIVER OF JURY TRIAL. THE MORTGAGOR AND THE LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

(j) **Complete Agreement.** This Mortgage, the Note, and the other Loan Documents constitute the complete agreement between the parties with respect to the subject

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matter hereof and thereof and the Loan Documents may not be modified, altered, or amended except by an agreement in writing signed by both the Mortgagor and the Lender.

16. Trustee's Exculpation. This Mortgage is executed by Chicago Title Land Trust Company (the "**Trustee**"), not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Premises and has no agents, employees or control over the management of the Premises and no knowledge or of other factual matters except as represented to the Trustee by the Beneficiary. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Mortgage, all such liability being expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder; and the owner of any of the Indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Premises conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of any guarantor.

[Remainder of Page Intentionally Left Blank — Signature Page Follows]

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

LOT 282 IN FOWLER'S RESUBDIVISION OF PART OF THE SOUTH SIDE HOMESTEAD ASSOCIATION ADDITION, A SUBDIVISION OF THE NORTH ½ OF THE NORTH WEST ¼ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 627 W. 48th Street
Chicago, Illinois

PIN: 20-09-106-019

PARCEL 2:

LOT 281 IN FOWLER'S RESUBDIVISION OF PART OF THE SOUTH SIDE HOMESTEAD ASSOCIATION ADDITION, A SUBDIVISION OF THE NORTH ½ OF THE NORTH WEST ¼ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 631 W. 48th Street
Chicago, Illinois

PIN: 20-09-106-018

PARCEL 3:

LOTS 101 TO 150 BOTH INCLUSIVE IN O.A. BOGUE'S ADDITION TO CHICAGO, BEING A SUBDIVISION (THAT PART WEST OF RAILROAD) OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5101 S. LaSalle Street
Chicago, Illinois

PIN: 20-09-405-033

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PARCEL 4:

LOT 30 AND 31 IN BLOCK 2 IN MILLER SUBDIVISION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address: 1256 S. Millard
Chicago, Illinois

PIN: 16-23-105-037

PARCEL 5:

LOTS 10 AND 11 IN BLOCK 2 IN W.A. MERIGOLD'S SUBDIVISION OF THE NORTH 3 ¾ ACRES OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Addresses: 1055 W. 61st Place
1057 W. 61st Place
Chicago, Illinois

PINS: 20-17-418-002
20-17-418-001

PARCEL 6:

LOTS 4 AND 5 IN UIHLEIN'S RESUBDIVISION OF LOTS 25 TO 30, BOTH INCLUSIVE OF BLOCK 5 OF LEE'S SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Addresses: 1154 W. 69th Street
1156 W. 69th Street
Chicago, Illinois

PINs: 20-20-408-019
20-20-408-018

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PARCEL 7:

LOT 46 IN THE SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 6200 S. May
Chicago, Illinois

PIN: 20-17-424-014

PARCEL 8:

THE SOUTH 31.55 FEET OF THE NORTH 35 FEET OF LOT 2 IN BLOCK 10 IN RESUBDIVISION OF WASHINGTON PARK CLUB ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 6206 S. St. Lawrence
Chicago, Illinois

PIN: 20-15-419-015

PARCEL 9:

LOT 4 IN BLOCK 12 IN WEDDELL AND COX SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address: 6509 S. Racine
Chicago, Illinois

PIN: 20-20-216-003

UNOFFICIAL COPY

PARCEL 10:

LOTS 27 TO 30 INCLUSIVE, IN BLOCK 22 IN CHESTER HIGHLANDS 5TH AVENUE ADDITION TO AUBURN PARK, A SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 8131 S. Racine
Chicago, Illinois

PIN: 20-32-216-043

PARCEL 11:

LOTS 4, 5, 6 AND 7 IN BLOCK 10 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 12004-12 South Marshfield Avenue
Chicago, Illinois

PIN: 25-30-209-026
25-30-209-027
25-30-209-028
25-30-209-029

PARCEL 12:

LOT 3 IN BLOCK 10 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 OF KRUEGER'S SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 12006 S. Marshfield
Chicago, Illinois

PIN: 25-30-209-025

UNOFFICIAL COPY

PARCEL 13:

LOT 19 IN THE SUBDIVISION OF LOT 24 (EXCEPT THE SOUTH 4 ACRES THEREOF) IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 10549 S. Perry
Chicago, Illinois

PIN: 25-16-215-016

PARCEL 14:

THE NORTH 2 1/2 FEET OF LOT 15 AND ALL OF LOT 16 IN SUBDIVISION OF LOT 1 OF SNIP'S SUBDIVISION OF LOT 25 AND THE SOUTH 4 ACRES OF LOT 24 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 10551 S. Perry
Chicago, Illinois

PIN: 25-16-215-016

PARCEL 15:

LOT 17 IN WOODRUFF AND STAFFORD'S ADDITION TO PULLMAN SAID ADDITION BEING A SUBDIVISION OF LOT 3 IN SNIP'S SUBDIVISION OF LOT 25 AND THE SOUTH 4 ACRES OF LOT 24 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 10609 S. Lafayette
Chicago, Illinois

PIN: 25-16-216-026