



1233231027

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#: 1233231027 Fee: \$92.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 11/27/2012 10:49 AM Pg: 1 of 28

Report Mortgage Fraud 800-532-8785

The property identified as: PIN: 01-13-301-012-0000

Address:

Street: Lots 1, 2, 3, 5, 7, 8, 9, 10, 11, 12, 13, and 14

Street line 2:

City: Barrington Hills

State: IL

ZIP Code: 60010

Lender: Barrington Bank & Trust Company, N.A.

Borrower: Harris Properties I, L.L.C.

Loan / Mortgage Amount: \$2,342,759.98

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: AE256898-A00B-4535-AA0A-582EF5025DBB

Execution date: 06/05/2012

28/09/12

**UNOFFICIAL COPY*****Document Prepared By And  
When Recorded Return To:***

Adam R. Moreland  
 CHUHAK & TECSON, P.C.  
 30 South Wacker Drive  
 Suite 2600  
 Chicago, Illinois 60606  
 (312) 444-9300

**JUNIOR MORTGAGE****ILLINOIS REAL ESTATE**

Lots 1, 2, 3, 5, 7, 8, 9, 10, 11, 12, 13 and 14 in Barrington Hills,  
 Illinois 60010

THIS JUNIOR MORTGAGE ("**Junior Mortgage**") is made effective as of the 5<sup>th</sup> day of June, 2012, by HARRIS PROPERTIES I, L.L.C., an Illinois limited liability company ("**Mortgagor**"), in favor of BARRINGTON BANK & TRUST COMPANY, N.A., a national banking association, and its successors and assigns ("**Bank**").

**RECITALS**

A. Mortgagor holds fee simple title to and is the beneficial owner of that certain real property in Cook County, Illinois commonly known as Lots 1, 2, 3, 5, 7, 8, 9, 10, 11, 12, 13 and 14 in Barrington Hills, Illinois 60010, which real property is legally described in Exhibit A attached to and made a part of this Junior Mortgage ("**Property**").

B. Bank has provided a certain loan (the "**Loan**") to BARRINGTON COMMERCE CENTER, LLC, an Illinois limited liability company ("**Borrower**"), most recently evidenced by a Promissory Note dated December 5, 2011 in the principal amount of Two Million Three Hundred Forty-Two Thousand Seven Hundred Fifty-Nine and 98/100 Dollars (\$2,342,759.98) (the "**Note**"). Borrower and Mortgagor have common ownership and management, and are affiliates of each other. The owner and manager of Mortgagor has personally guaranteed the Loan. All of the sums due and owing on all of the Loan are referred to herein as the "**Liabilities**".

C. The Loan, including without limitation the Note, is in default. Concurrently with the execution of this Junior Mortgage, Borrower and Bank have entered into that certain Loan Modification and Extension Agreement ("**Loan Modification**") relating to the Loan.

D. As a condition of the financial assistance extended to Borrower by Bank, the modifications to the Loan, the continued forbearance by Bank and as specifically required as a condition precedent to the Loan Modification, Bank has required that Mortgagor provide this

# UNOFFICIAL COPY

Junior Mortgage on the Mortgaged Property (including all improvements) as additional security for the Note.

E. Mortgagor will be financially benefited by providing this Junior Mortgage inasmuch as its common owners and management are benefited thereby and are therefore better able to maintain, use and manage the Premises. Mortgagor therefore acknowledges, represents and agrees that it is to Mortgagor's direct financial interest and advantage to provide this Junior Mortgage to and in favor of Bank as additional security for the Note; Mortgagor therefore acknowledges, represents and agrees that it has received good and adequate consideration for this Junior Mortgage. Further, Mortgagor represents and agrees that it has adequate means to obtain financial and other information regarding the Loan, the Note, the Borrower and all related matters and that Bank has no obligation with regard to providing information to Mortgagor.

F. The documents described in these Recitals, together with any and all other documents, instruments, resolutions, agreements, acknowledgments, filings and other writings executed by or between the parties in connection with the Loan or Liabilities, or arising from the Liabilities and the security therefor, and the recording, filing or priority thereof, and any and all amendments, supplements and modifications thereto are referred to collectively in this Junior Mortgage as "**Loan Documents**". There are no written or oral agreements between Borrower, Mortgagor and Bank other than the Loan Documents. Unless otherwise defined herein, all capitalized terms used in this Junior Mortgage shall have the meanings assigned to them in the Loan Documents.

G. This Junior Mortgage shall be junior only to an existing Mortgage from Mortgagor to and in favor of the Bank, with a current principal balance of not more than Two Million Six Hundred Eight Thousand Ninety-Four and 60/100 Dollars ("**Senior Mortgage**"). This Junior Mortgage does not violate any of the covenants, terms or conditions of the Senior Mortgage and is subordinate in each and every respect to any and all rights of the Bank created by the Senior Mortgage.

## GRANT.

a. Grant. To secure the full and timely payment of the Indebtedness and Liabilities and the full and timely performance and discharge of the Obligations, Mortgagor by these presents hereby GRANTS, ASSIGNS, MORTGAGES and WARRANTS unto Bank the Mortgaged Property subject only to the Permitted Exceptions (including the rights of Bank under the Senior Mortgage), free and clear from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois (all of which rights and benefits are hereby expressly released and waived). Mortgagor does hereby bind itself, its successors and assigns to warrant and forever defend fee simple absolute title to the Mortgaged Property unto Bank, and the quiet and peaceful enjoyment and possession thereof, against every person whomsoever claiming the same or any part thereof or interest therein, except for the Permitted Exceptions.

b. Condition of Grant. The condition of these presents is such that if Borrower or Mortgagor shall pay or cause to be paid the Indebtedness and Liabilities as and when the same shall become due and payable and shall observe, perform and discharge the Obligations in accordance with this Junior Mortgage and the other Loan Documents, then this Junior Mortgage

# UNOFFICIAL COPY

and the other applicable Loan Documents and the estates and rights granted by them shall be released and terminated by Bank.

## 2. ASSIGNMENT OF LEASES AND RENTS.

Subject to the prior rights of the Bank, to further secure the full and timely payment of Indebtedness and the full and timely performance and discharge of the Obligations, Mortgagor hereby sells, assigns and transfers unto Bank all of the Leases, together with the Rents now due and which may hereafter become due under or by virtue of any of the Leases, and all rights and remedies conferred by applicable State law, as such may be amended from time to time, it being the intention hereby to establish an absolute and present transfer and assignment of all such Leases and Rents, and all avails thereunder, to Bank; provided, however, the acceptance by Bank of the foregoing assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking possession of the Mortgaged Property by Bank, be deemed or construed to constitute Bank a "Bank in Possession," nor thereafter or at any time or in any event obligate Bank to appear in or defend any actions thereunder, to expend any money, incur any expenses, or perform or discharge any obligation, duty or liability under the thereunder. So long as no Event of Default shall exist, Bank shall not demand from any tenants under the Leases any Rents or monies hereby assigned arising from or out of the Leases or from or out of the Mortgaged Property or any part thereof, but shall permit Mortgagor to collect, but not more than thirty (30) days in advance, all such Rents and enjoy the same; provided that notwithstanding the foregoing, all tenants under the Leases shall comply with any demand for Rents or monies made by Bank without inquiring or investigating as to whether such demand is made in compliance herewith. A demand by Bank to any tenant or purchaser for payment of monies by reason of any Event of Default shall be sufficient direction to such tenant to make future payments of monies to Bank without the necessity for further consent by, or notice to, Mortgagor.

## 3. SECURITY AGREEMENT; FINANCING STATEMENT.

### a. Security Interest.

(a) This Junior Mortgage is both a real property mortgage and a "security agreement" within the meaning of the UCC, and any other applicable law. To the extent any of the Mortgaged Property consists of personal property under the UCC, whether tangible or intangible in nature, Mortgagor by executing and delivering this Junior Mortgage has granted and hereby grants to Bank, as security for the Indebtedness and Obligations, a security interest in the Mortgaged Property. Such portion of the Mortgaged Property subject to the UCC shall be referred to in this Section 5.1 as "Collateral."

(b) If any Event of Default shall occur, Bank, in addition to any other rights and remedies which it might have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the UCC including, without limiting the generality of the foregoing, the right to take possession of the Collateral of any part thereof, and to take such other measures as Bank may deem necessary for the care, protection and preservation of the Collateral.

# UNOFFICIAL COPY

(c) If any Event of Default then exists, without notice, demand or legal process of any kind, Bank may take possession of any or all of the Collateral, wherever it might be found and for that purpose, Bank shall have the right, without breaching the peace, to enter upon the premises of Mortgagor where the Collateral is located (or is believed to be located) without any obligation to pay rent to Mortgagor, or any other place or places under the control of Mortgagor where the Collateral is believed to be located and kept, and remove the Collateral therefrom to the premises of Bank or any agent of Bank, for such time as Bank may desire, in order to effectively collect or liquidate the Collateral, and/or Bank may require Mortgagor to assemble the Collateral and make it available to Bank at a place or places to be designated by Bank. If an Event of Default then exists, Bank shall have the right to obtain access to Mortgagor's data processing equipment, computer hardware and software relating to the Collateral and to use all of the foregoing and the information contained therein in any manner Bank deems appropriate which is related to the preservation or disposition of the Collateral or to the collection of the Indebtedness or Obligations.

(d) Any notice required to be given by Bank of a sale, lease or other disposition or other intended action by Bank with respect to any of the Collateral which is deposited in the United States mails, postage prepaid and duly addressed to Mortgagor at the address specified in ARTICLE 10 below, at least ten (10) Business Days prior to such proposed action, shall constitute fair and reasonable notice to Mortgagor of any such action. The net proceeds realized by Bank upon any such sale or other disposition, after deduction for the reasonable expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Bank in connection therewith, shall be applied as provided herein toward satisfaction of the Indebtedness and the Obligations. Bank shall account to Mortgagor for any surplus realized upon any such sale or other disposition, and Mortgagor shall remain liable for any deficiency. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for any deficiency shall not affect Bank's Lien on the Collateral until the Indebtedness and Obligations are fully paid. Mortgagor agrees that Bank has no obligation to preserve rights to the Collateral against any other parties. To the extent Mortgagor has the power, without violating the terms of any agreement existing as of the Loan Date, to grant such a license, Bank is hereby granted a license or other right to use, without charge, any of Mortgagor's labels, patents, production certificates, type certificates, supplemental certificates, copyrights, rights of use of any name, trade secrets, trade names, trade styles, trademarks, service marks and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale and selling any Collateral.

(e) In addition to all such rights and remedies, the sale, lease or other disposition of the Collateral, or any part thereof, by Bank after an Event of Default may be for cash, credit or any combination thereof, and Bank may purchase all or any part of the Collateral at public or, if permitted by Law, private sale, and in lieu of actual payment of such purchase price, may set-off the amount of such purchase price against the Indebtedness and Obligations then owing. Any sale of the Collateral may be adjourned from time to time with or without notice. Bank may, in its sole discretion, cause any Collateral to remain on Mortgagor's Mortgaged Property, at Mortgagor's expense, pending sale or other disposition of such Collateral. Bank shall have the right to conduct such sales on a Mortgagor's Mortgaged Property, at Mortgagor's expense, or elsewhere on such occasion or occasions as Bank may see fit.



# UNOFFICIAL COPY

(f) Mortgagor shall pay to Bank on demand any and all reasonable expenses, including legal expenses, attorneys' fees, and out of pocket costs, incurred or paid by Bank in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral.

b. Characterization as Personalty. The grant of a security interest to Bank in the granting clause of this Junior Mortgage shall not be construed to derogate from or impair the lien or provisions of or the rights of Bank hereunder with respect to any property described herein which is real property or which the parties have agreed to treat as real property. The stated intention of Mortgagor and Bank is that everything used in connection with the production of income from the Land or adapted for use thereon is, and at all times and for all purposes and in all proceedings, both legal and equitable, at Bank's election, regarded as real property, irrespective of whether or not the same is physically attached to the land and/or Improvements.

c. Financing Statement. This Junior Mortgage is intended to be a financing statement under the UCC with respect to all personal property of Mortgagor pledged herein and all fixtures. The addresses of Bank and Mortgagor are as set forth below. This Junior Mortgage may be filed for record in the real estate records of the county where the Land is located. Mortgagor is the record owner of the Land. In addition and not by way of limitation of the foregoing, Mortgagor hereby irrevocably authorizes Bank at any time, and from time to time, to file in any jurisdiction any initial financing statements and/or amendments thereto that (i) indicate the Collateral as all assets of Mortgagor (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Bank promptly upon request. Mortgagor further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Bank in any jurisdiction prior to the Loan Date.

d. Further Assurances and Deliveries. If requested by Bank, Mortgagor shall execute and deliver to Bank, in form reasonably satisfactory to Bank, additional security agreements, financing statements and/or other instruments covering all personal property or fixtures of Mortgagor pledged hereunder, whether now existing or hereafter acquired, placed on, or annexed or made appurtenant to the Land, including delivery of any and all instruments (together with endorsements in blank) delivered to Bank, which instruments constitute or constituted proceeds of any personal property pledged herein.

#### 4. REPRESENTATIONS AND WARRANTIES.

Mortgagor hereby represents and warrants to Bank as of the Loan Date and as of all dates hereafter that:

# UNOFFICIAL COPY

a. Warranty of Title/Possession. The Mortgagor warrants that it has sole and exclusive title to and possession of the Mortgaged Property, excepting only the following "**Permitted Exceptions**": the mortgage lien and other security interests granted to the Bank, zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments), taxes and assessments not yet due and payable. The lien of this Junior Mortgage, subject only to Permitted Encumbrances, is and will continue to be a valid lien upon all of the Mortgaged Property.

b. Maintenance; Waste; Alteration. The Mortgagor will maintain the Mortgaged Property in good and tenable condition and will restore or replace damaged or destroyed improvements with items of at least equal utility and value. The Mortgagor will not commit or permit waste to be committed on the Mortgaged Property. The Mortgagor will not remove, demolish or materially alter any part of the Mortgaged Property without the Bank's prior written consent, except the Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. The replacement fixture will be subject to the lien and security of this Junior Mortgage.

c. Transfer and Liens. The Mortgagor will not, without the prior written consent of the Bank, which may be withheld in the Bank's sole and absolute discretion, either voluntarily or involuntarily (a) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred, any part of the Mortgaged Property, or any interest therein, except sales of the Property in the ordinary course of Mortgagor's business; or (b) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Mortgaged Property or interest therein, except for the Permitted Encumbrances.

d. Organization, Authority. Mortgagor: (i) is a duly organized and validly existing limited liability company and in good standing under the laws of Illinois and (ii) is qualified to do business in every jurisdiction in which the nature of its business or properties make such qualification necessary and the failure to so qualify would have a Material Adverse Effect on the business or financial affairs of Mortgagor.

e. Permits and Approval. All permits, certificates, approvals and licenses required for or in connection with the ownership, use, occupancy or enjoyment of the Mortgaged Property have been duly and validly issued and are and shall at all times hereafter be in full force and effect, or, prior to commencement of any construction for which such permits, certificates, approvals or licenses are required, will be in full force and effect.

f. Access. All streets and highways necessary for access to and full use, occupancy and operation of the Mortgaged Property have been completed and are open and available to the Mortgaged Property without further condition or cost to Mortgagor.

g. No Violation of Legal Requirements. Neither the contemplated use, occupancy nor operation of the Mortgaged Property violates or will then violate any Legal Requirements to which Mortgagor may be bound or to which the Mortgaged Property may be subject. Mortgagor shall promptly notify Bank, in writing, of its receipt of any notice of a violation of any Legal Requirements. Mortgagor hereby agrees to indemnify and hold Bank harmless from all loss,

# UNOFFICIAL COPY

cost, damage, claim and expense incurred by Bank on account of Mortgagor's failure to perform the obligations of this Section 6.8.

h. Environmental Matters. There exist no uncorrected violations by the Mortgagor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter defined, whether such laws currently exist or are enacted in the future (collectively "**Environmental Laws**") with respect to the Mortgaged Property. The term "**Hazardous Substances**" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Mortgagor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding with respect to the Land, which asserts that the Mortgagor (a) has violated any Environmental Laws; (b) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "**Remedial Action**"); or (c) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Bank, there are not now, nor to the Mortgagor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at the Land by the Mortgagor during the periods that the Mortgagor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Mortgagor's knowledge, there are no proposed or pending charges in Environmental Laws which would adversely affect the Mortgagor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Mortgagor to Remedial Action or other liability. The Mortgagor currently complies with and will continue to timely comply with all applicable Environmental Laws with respect to the Land; and will provide the Bank, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Mortgagor or Remedial Action or other response by or on the part of the Mortgagor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of Environmental Laws with respect to the Land. In the event of any such circumstances or condition, the Mortgagor agrees, at its expense and at the request of the Bank, to permit an environmental audit solely for the benefit of the Bank, to be conducted by the Bank or an independent agent selected by the Bank and which may not be relied on by the Mortgagor for any purpose. These provisions shall not relieve the Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws.

i. Underground Tanks. There are no underground storage tanks located on the Mortgaged Property and the Mortgaged Property does not contain any facilities which are subject to reporting under Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986, and the federal regulations promulgated thereunder.

j. Business Purpose. Mortgagor covenants and agrees that all of the proceeds of the Note secured by this Junior Mortgage will be used solely for business purposes and in



# UNOFFICIAL COPY

furtherance of the regular business affairs of the Borrower, and the entire principal obligation secured hereby constitutes: (i) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4, Subsection (1)(c); and (ii) "a loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4, Subsection 1(1).

k. Incorporation of Representations and Warranties. Mortgagor hereby makes each and every representation and warranty contained in the Assignment of Rents and Leases and the Environmental Indemnity Agreement, which are incorporated herein by this reference as if set forth herein in full.

## 5. COVENANTS.

Until the entire Indebtedness shall have been paid and the Obligations performed in full, Mortgagor hereby unconditionally covenants and agrees as follows:

a. Payment and Performance. Mortgagor and Borrower shall pay the Indebtedness or cause the Indebtedness to be paid, as and when all or any payment thereunder is due and shall perform or cause to be performed all of the Obligations in full on or before the dates the Obligations or any part thereof are required to be performed, and shall commit or suffer no act or event which (upon notice or the passage of time, or both) would constitute an Event of Default under the Loan Documents.

b. Compliance with Laws. Mortgagor will promptly and faithfully comply in all material respects with all present and future laws, ordinances, rules, regulations and requirements, and all other Legal Requirements, including, without limitation, applicable zoning, building, land use, occupational health and safety, hazardous waste and substances, and environmental requirements, of every Governmental Authority and of every Board of Fire Underwriters having jurisdiction, or similar body exercising similar functions, which may be applicable to it or to the Mortgaged Property, or any part thereof, or to the use, occupancy, possession, operation, maintenance, alteration or repair of the Mortgaged Property, or any part thereof or interest therein. Mortgagor shall immediately notify Bank, orally and in writing, of its receipt of any notice of a violation in any material respect of any Legal Requirements. Mortgagor shall pay to Bank, upon demand, all losses, costs, damages, claims and expenses incurred by Bank on account of Mortgagor's failure to perform the obligations of this Section 7.2.

c. Payment of Impositions. Should Mortgagor fail to pay any Impositions levied or assessed on or against the Land which may have priority over this Junior Mortgage, then at the discretion of the Bank, the Bank may before such Impositions become delinquent, pay the full amount of any such Imposition bill, including any applicable interest or penalties, and all such monies so advanced shall be additional Indebtedness of Mortgagor to Bank secured by the lien of this Junior Mortgage and shall bear interest at the Default Interest Rate and be payable on demand.

d. Maintenance and Repair. Mortgagor shall (i) constantly maintain the Mortgaged Property in good condition and make all repairs and replacements thereof and additions and improvements thereto as are necessary or appropriate under sound management practices; and

# UNOFFICIAL COPY

(ii) prevent any act or thing which might impair or diminish the value or usefulness of the Mortgaged Property, or the Improvements with respect thereto.

e. Insurance. Subject to the prior rights of the Bank to otherwise set the terms for procurement of insurance, Mortgagor shall procure for, deliver to and maintain for the benefit of Bank during the term of this Junior Mortgage, all such insurance as required by Bank including, but not limited to, casualty insurance against loss or damage by fire, lightning and other hazards and casualties as are now included in so-called "extended coverage" policies in amounts not less than the full insurable replacement value of all Buildings and other Fixtures and equipment from time to time on the Mortgaged Property, and comprehensive public liability insurance in an amount satisfactory to Bank. All insurance policies shall be in form, companies and amounts satisfactory to Bank. All insurance policies shall (i) include, when available, non-contributing Bank endorsements in favor of and with loss payable to Bank, (ii) name Bank as additional insured with respect to liability insurance, (iii) include standard waiver of subrogation endorsements, (iv) provide that the coverage shall not be terminated or materially modified without ten (10) days' advance written notice to Bank and (v) provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Bank. Subject to the prior rights of the Bank, Mortgagor will deliver all insurance policies premium prepaid, of certified photocopies thereof, to Bank and, will deliver renewal or replacement policies at least ten (10) days prior to the date of expiration of any policy. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Mortgagor concurrent in form or contributing in the event of loss with the insurance policies. If Mortgagor fails to provide such insurance, or if any policy is canceled, reduced, or not renewed, Bank may, but shall not be obligated, to obtain such insurance, and the cost thereof shall be additional Indebtedness of Mortgagor to Bank secured hereby bearing interest at the Default Rate. Mortgagor will promptly upon demand pay directly to or reimburse Bank for all premiums and other costs incurred in procuring such insurance. In the event of foreclosure of this Junior Mortgage or other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the Indebtedness, all right, title and interest of Mortgagor in and to such policies then in force concerning the Mortgaged Property, and all proceeds payable thereunder, shall thereupon vest in the purchaser at such foreclosure or in Bank in the event of such transfer. If Mortgagor does not provide Bank with evidence of insurance coverage, then Bank may purchase insurance at Mortgagor's expense. This insurance may, but need not, protect Mortgagor's interests in the Mortgaged Property. The coverage purchased by Bank may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Bank, but only after providing Bank with evidence that Mortgagor has obtained insurance, as required by this Junior Mortgage. If Bank purchases insurance for the Mortgaged Property, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Bank 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 the Indebtedness. The costs of the insurance may be more than the cost of insurance which Mortgagor may be able to obtain on its own.

f. Adjustment of Losses with Insurer. Subject to the prior rights of the Bank, Mortgagor hereby assigns to Bank all proceeds from any insurance policies pertaining to the Mortgaged Property, and Bank is hereby authorized and empowered, at its option but subject to

# UNOFFICIAL COPY

any applicable limitations set forth in the Loan Agreements, to make or file proofs of loss or damage and to adjust or compromise any loss, and to collect and receive the proceeds from any such policies; provided, however, if no Event of Default shall have occurred and be continuing at the time of the adjustment, Mortgagor (without the consent or approval of Bank but subject to the prior rights of the Bank,) may adjust insurance losses of \$25,000 or less; provided further, however, Bank shall not be held responsible for any failure to collect any insurance proceeds regardless of the cause of failure, except on account of Bank's gross negligence or willful misconduct.

g. Application of Insurance Proceeds. In the event of any insured loss, Mortgagor shall give prompt written and oral notice thereof to Bank and to the insurer. Bank may require that, subject to the prior rights of the Bank, the payment for such loss be paid directly to Bank only and not jointly to Mortgagor and Bank. Bank may, at its sole discretion, apply the proceeds to the reduction of the Indebtedness or shall, if (i) Mortgagor requests, and (ii) in Bank's sole discretion, any restoration or repair is likely to be completed at least sixty (60) days prior to the Maturity Date, release the same to Mortgagor to be applied to the restoration or repair of the Mortgaged Property in accordance with reasonable construction disbursement procedures determined by Bank. If the proceeds are released to be applied to the restoration or repair of the Mortgaged Property, Mortgagor shall expeditiously proceed to repair or restore the Mortgaged Property. In the event of an Event of Default, Bank shall have the right and option to declare the entire balance of the Indebtedness remaining unpaid to be immediately due and payable and shall have the right, at its option, to apply the whole or any part of such insurance proceeds toward the payment of any of the Indebtedness, in such order and manner as Bank may elect. Wherever provision is made herein for insurance policies to bear mortgage clauses or other loss payable clauses in favor of Bank, or to confer authority upon Bank to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise contest use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Bank shall continue in Bank as judgment creditor.

h. Condemnation Proceeds. Subject to the prior rights of the Bank, all Awards shall be paid to Bank and, after deducting from such Awards all of its expenses in the collection and administration of such sums, Bank shall have the right, at its sole discretion, to apply the net proceeds in payment of the Indebtedness (whether then matured or to mature in the future), either in whole or in part (in such order as Bank shall deem proper), or to require the Mortgaged Property so affected by such condemnation to be repaired or restored by the use of such proceeds. Mortgagor agrees that if the proceeds are released to be applied toward restoration, Mortgagor shall expeditiously proceed to so repair or restore the Mortgaged Property. Bank shall be entitled to all Awards, and is hereby authorized, at its sole discretion, to commence, appear in and prosecute, in its own name or in Mortgagor's name, any such proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. Mortgagor hereby assigns and transfers to Bank all Awards up to the amount of the Indebtedness and the claims, rights and proceedings in connection therewith. Mortgagor agrees to execute such further assignments of all Awards and claims, rights and proceedings in connection therewith as Bank may request. Bank shall not be held responsible for any failure to collect any amount in connection with any such proceeding regardless of the cause of failure.

# UNOFFICIAL COPY

i. Performance of Agreements. Borrower will duly and punctually perform all covenants and agreements under any agreements to which it is respectively a party with respect to the Mortgaged Property or any part thereof including, but not limited to the Note, the Loan Agreements, the Assignment of Rents and Leases and the Environmental Indemnity Agreement and the other Loan Documents.

j. Inspection. Upon Bank's request, Mortgagor shall permit Bank and any of its officers, employees or agents, to visit, during normal business hours, for inspection and review, the Mortgaged Property and will make available and furnish to Bank Mortgagor's books and records and such financial information concerning the Mortgaged Property as reasonably requested by Bank.

k. Hold Harmless. In addition to the agreements of Mortgagor under the Loan Agreements, Assignment of Rents and Leases and the Environmental Indemnity Agreement, Mortgagor hereby indemnifies and will defend and hold Bank harmless from and against any and all proceedings, claims, actions, causes of action, suits, proceedings, investigations, losses, costs, liabilities, damages, punitive damages, penalties and expenses, including reasonable attorneys' and paralegals' fees and disbursements arising out of, affecting or relating to the Mortgaged Property or the Loan Documents.

l. Lien Status. Mortgagor shall protect the lien and security interest of this Junior Mortgage and the Loan Documents and shall not place, or permit to be placed, or otherwise mortgage, pledge, hypothecate or encumber the Mortgaged Property with any other lien, attachment, levy, or security interest of any nature whatsoever (whether mechanics, judgment, delinquent tax, statutory, contractual or other) regardless of whether the same is allegedly or expressly subordinate and inferior to the liens and security interest created by this Junior Mortgage and the Loan Documents, except for the Permitted Exceptions (including without limitation, the Bank) and if any such lien or security interest is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its own cost and expense, pay the underlying claim in full, or appear in and defend any action or claim, or take such other action so as to cause the same to be released within thirty (30) days of when asserted, made or filed.

m. Restrictions on Transfer and Financing.

(a) It shall be an immediate Event of Default hereunder if, without the prior written consent of Bank, there is an unpermitted Transfer (as defined in this Junior Mortgage).

(b) Any consent by Bank permitting a transaction otherwise prohibited hereunder shall not constitute a consent to or waiver of any right, remedy or power of Bank to withhold its consent on a subsequent occasion to a transaction not otherwise permitted by the provisions of this Section 7.13.

(c) Any such sale, transfer, assignment, conveyance, lease, lien, pledge, mortgage, hypothecation or any other encumbrance or alienation or contract or agreement to do any of the foregoing shall be null and void and of no force or effect.

(d) In determining whether or not to make the Loans secured hereby, Bank evaluated the background and experience of Mortgagor and Borrower in owning and operating



# UNOFFICIAL COPY

property such as the Mortgaged Property, found it acceptable, and relied and continues to rely on the same as the means of maintaining the value of the Mortgaged Property which is Bank's security for repayment of the Indebtedness. Mortgagor and Borrower are well-experienced in borrowing money and owning and operating property such as the Mortgaged Property, were ably represented by a licensed attorney at law in the negotiation and documentation of the Loan Modification, and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan Modification, including this provision. Mortgagor recognizes and agrees that Bank is entitled to keep its loan portfolio at current interest rates either by making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than Mortgagor. Mortgagor further recognizes that any further junior financing placed upon the Mortgaged Property (i) may divert funds which would otherwise be used to pay the Indebtedness secured hereby; (ii) could result in acceleration and foreclosure by such junior encumbrance which would force Bank to take measures and incur expenses to protect its security; (iii) would detract from the value of the Mortgaged Property should Bank come into possession thereof with the intention of selling same; (iv) would result in the existence of a potentially adverse party in any bankruptcy or liquidation proceeding, and (v) would impair Bank's right to accept a deed-in-lieu of foreclosure. In accordance with the foregoing and for the purposes of (a) protecting Bank's security, both of repayment and of value of the Mortgaged Property as security for the Note, (b) giving Bank the full benefit of its bargain and contract with Mortgagor; and (c) keeping the Mortgaged Property free of subordinate financing liens, Mortgagor agrees that, even if this Section 7.13 be deemed a restraint on alienation, it is a reasonable one. Nothing herein shall imply that Bank is ever, under any circumstances, under any obligation or duty to consent to any transaction which would otherwise be prohibited hereunder and that Bank may withhold its consent in its sole and complete discretion.

n. Existence. Mortgagor shall maintain and preserve all licenses, permits, franchises, patents, trademarks, trade names, service marks, copyrights, leases and all other contracts and rights necessary or desirable to continue its operations and business on a profitable basis and will generally continue the same line of business as that being presently conducted.

o. Use Restrictions. Mortgagor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Mortgaged Property in any manner which would: (i) be dangerous unless safeguarded as required by law; or (ii) make void, voidable or cancelable, or increase the premium of, any insurance then in force with respect thereto.

p. Replacement of Fixtures and Personalty. Except for replacements of items due to ordinary wear and tear or obsolescence, Mortgagor shall not, without the prior written consent of Bank, permit any of the Fixtures or Personalty to be removed at any time from the Land. Any material improvement or replacement of Fixtures or Personalty shall require the prior consent of Bank.

## 6. EVENTS OF DEFAULT.

The term "Default" or "Event of Default" shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following, without notice to Mortgagor



# UNOFFICIAL COPY

and without any grace period unless otherwise expressly set forth herein or in the Loan Documents.

a. Payment of Indebtedness and Other Amounts. If Mortgagor shall fail to timely make any payment of (i) principal or interest on the Indebtedness when due by acceleration or otherwise, or (ii) any fee or other payment due under any applicable Loan Document, in all cases taking into account any applicable grace period(s).

b. Failure to Obtain Bank's Consent to Transfer or Financing. If there is any unpermitted Transfer or financing in violation of the terms of this Junior Mortgage.

c. Default of this Junior Mortgage. If Mortgagor shall default in the due observance or performance of any of the obligations (under this Junior Mortgage other than a breach which would constitute an Event of Default under Sections 8.1 or 8.2 above or for which another cure period is expressly provided) and such default is not cured within thirty (30) days after notice from Bank thereof.

d. Default under Other Loan Documents. If there is an Event of Default or default under any other Loan Documents, in all cases taking into account any applicable grace periods.

e. Laws Affecting Obligations and Indebtedness. If subsequent to the Loan Date, any law is passed (i) which renders payment of the Indebtedness and/or performance of the Obligations by Mortgagor unlawful; or (ii) which prohibits Bank from exercising any of its rights and remedies under the Loan Documents, and if no other Event of Default exists, Mortgagor has not obtained replacement financing of the Indebtedness within sixty (60) days after the date such law becomes effective.

f. Foreclosure of Other Liens. If the holder of a junior or senior mortgage or other lien on the Mortgaged Property (without hereby implying Bank's consent to any such junior mortgage or other lien) declares a default or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder and such foreclosure or other proceedings is not dismissed within sixty (60) days of the date of the earlier of such events.

g. Damage or Destruction. If the Mortgaged Property or any material part thereof is demolished, destroyed or damaged by any cause whatsoever and the loss is not adequately covered by insurance and Mortgagor fails to deposit with Bank the deficiency upon written request.

h. Tax on Indebtedness or Junior Mortgage. If any law is passed: (i) which would impose upon Bank the obligation to pay the whole or any part of the Impositions from its own funds; or (ii) which would change in any way the laws relating to the taxation of mortgages, deeds of trust or debts so as to affect this Junior Mortgage or the Indebtedness; provided, however, that if in the opinion of Bank's counsel it shall be lawful for Mortgagor to pay such Impositions or to reimburse Bank thereof, then no Event of Default shall be deemed to have occurred if a mutually satisfactory reimbursement agreement is executed by Mortgagor and delivered to Bank and such Impositions or reimbursements are thereafter paid by Mortgagor.

# UNOFFICIAL COPY

i. Levy or Attachment. If any writ, attachment, levy, citation, lien or distress warrant shall be issued against the Mortgaged Property or any part thereof or interest therein.

j. Failure to Obtain or Maintain Permits and Licenses. The failure of Mortgagor to obtain or maintain any permits or licenses which are necessary and required for the ownership, use and operation of the Mortgaged Property, or the cancellation or any attempted assignment thereof, without the prior written consent of Bank.

## 7. DEFAULT AND FORECLOSURE.

a. Remedies. If an Event of Default shall occur, Bank may, at its option, exercise one or more or all of the following remedies either successively or concurrently.

(a) Acceleration. Declare the unpaid portion of the Indebtedness to be immediately due and payable, with interest thereon accruing at the Default Interest Rate, without further notice or demand (each of which is hereby expressly waived by Mortgagor and Borrower), whereupon the same shall become immediately due and payable.

(b) Receiver. Apply at any time to a court having jurisdiction for the appointment of a receiver of the Mortgaged Property, and of the Rents and Leases; and such appointment shall be made by the court as a matter of strict right to Bank and without reference to the adequacy or inadequacy of the security or value of the Mortgaged Property, or to the solvency or insolvency of Mortgagor, and Mortgagor does hereby irrevocably consent to such appointment. The Rents shall be applied by the receiver to the payment of the Indebtedness, as herein provided, or as otherwise ordered by the court.

(c) Entry on Mortgaged Property. Enter upon the Mortgaged Property as is permitted by law, without force or with such force as is permitted by law, and without notice or process or with such notice or process as is required by law, unless such notice or process is waivable, in which case Mortgagor hereby waives such notice and process, and take exclusive possession thereof and of all books, records and accounts relating thereto.

(d) Full or Partial Judicial Foreclosure. Pursuant to the procedures provided by applicable law, institute and prosecute foreclosure proceedings with respect to the Mortgaged Property; or, if Bank so elects, institute foreclosure procedures only with respect to a portion of the Indebtedness or to a portion of the Mortgaged Property (such partial proceedings being hereinafter referred to as a partial foreclosure). Mortgagor agrees that a sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the remainder of the secured Indebtedness, but as to such remainder this Junior Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section 9.1. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Bank may elect, at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate the entire secured Indebtedness by reason of any Event of Default upon which such partial foreclosure was predicated or by reason of any other Event of Default, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any remainder of the secured Indebtedness, it being the

# UNOFFICIAL COPY

purpose hereof to provide for a partial foreclosure sale of the secured Indebtedness without exhausting the power to foreclose and to sell the Mortgaged Property pursuant to any such partial foreclosure for any other part of the secured Indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

(e) Other. Exercise any other remedy specifically granted under the Loan Documents, or now or hereafter existing at law or in equity, by virtue of statute or otherwise. Mortgagor shall not have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the Loan Date. In the event any provision of the Act specifically referred to herein may be repealed, Bank shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated by reference.

b. Right and Authority of Receiver or Bank in the Event of Defaults, Power of Attorney. Upon the occurrence of an Event of Default hereunder and entry upon the Mortgaged Property pursuant to Section 9.1(c) above, or appointment of a receiver pursuant to Section 9.1(b) above, and under such terms and conditions as may be deemed prudent and reasonable, in Bank's or the receiver's opinion under the circumstances, all at Mortgagor's expense, Bank or such receiver, as the case may be, may do or permit any one or more of the following, successively or concurrently in accordance with applicable law and subject to the rights of the Bank: (i) enter upon and take possession and control of the Mortgaged Property; (ii) take and maintain possession of all documents, books, records, papers and accounts related to the Mortgaged Property; (iii) exclude Mortgagor, its agents and employees wholly from the Mortgaged Property; (iv) manage and operate the Mortgaged Property, including the exercise by Bank of all rights of Mortgagor under leases and other Contracts; (v) preserve and maintain the Mortgaged Property; (vi) make repairs and alterations to the Mortgaged Property; (vii) complete any construction or repair of the improvements on the Mortgaged Property with such changes, additions or modifications to the plans and specifications or intended disposition and use of the improvements under construction on the Mortgaged Property as Bank may deem appropriate or desirable to place the Mortgaged Property in such condition as will, in Bank's sole judgment, make it or any part thereof readily marketable or rentable; (viii) conduct a marketing or leasing program with respect to the Mortgaged Property, or employ a marketing or leasing agent or agents to do so, directed to the lease or sale of the Mortgaged Property, under such other terms and conditions as Bank may in its sole discretion deem appropriate or desirable; (ix) employ such contractors, subcontractors, materialmen, architects, engineers, consultants, managers, brokers, marketing agents or other employees, agents, independent contractors or professionals, as Bank may in its sole discretion deem appropriate or desirable, to implement and effectuate the rights and powers herein granted; (x) execute and deliver, in the name of Mortgagor as attorney-in-fact and agent of Mortgagor, or in its own name as Bank or receiver, such documents and instruments as are necessary or appropriate to consummate authorized transactions; (xi) enter such leases, whether of real or personal property, or tenancy agreements, under such terms and conditions as Bank or receiver may in its sole discretion deem appropriate or desirable; (xii) collect and receive the Rents from the Mortgaged Property; (xiii) eject tenants or repossess personal property, as provided by law, for breaches of the conditions of their leases or other agreements; (xiv) sue for unpaid rents, payments, income or proceeds in the name of Mortgagor or Bank; (xv) maintain actions in forcible entry and detainer and actions in distress for rent; (xvi) compromise or give acquittance for rents, payments, income or proceeds that may become

# UNOFFICIAL COPY

due; (xvii) delegate or assign any and all rights and powers given to Bank by this Junior Mortgage; and/or (xviii) do any acts which Bank or the receiver in its discretion deems appropriate or desirable to protect the security hereof and/or use such measures, legal or equitable, as it may in its discretion deem appropriate or desirable, to implement and effectuate the provisions of this Junior Mortgage. This Junior Mortgage shall constitute a direction to and full authority to any lessee or other third-party who has heretofore dealt or may hereafter deal with Mortgagor or Bank, at the request of Bank, to pay all amounts owing under any lease or other agreement to Bank without proof of the default relied upon. Any such lessee or third-party is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by Mortgagor in so doing) any request, notice or demand by Bank for the payment to Bank of any Rents or other sums which may be or thereafter become due under its lease or other agreement, or for the performance of any undertakings under any such lease or other agreement, and shall have no right or duty to inquire as to whether any Event of Default under this Junior Mortgage or any of the other Loan Documents has actually occurred or is then existing, and Mortgagor hereby constitutes and appoints Bank, its assignees, successors, transferees and nominees, as Mortgagor's true and lawful attorney in fact and agent, with full power of substitution in the Mortgaged Property, in Mortgagor's name and stead, to do or permit any or more of the foregoing described rights, remedies, powers and authorities, successively and concurrently, and such power of attorney shall be deemed a power coupled with an interest and irrevocable.

c. Mortgagee-In-Possession. Upon the commencement or during the pendency of any action to foreclose this Junior Mortgage, the Bank also will be entitled, as a matter of right, without notice or demand and without giving bond or other security, and without regard to the solvency or insolvency of the Mortgagor or to the value of the Mortgaged Property to be placed in possession of the Mortgaged Property during foreclosure, whether the Mortgaged Property are residential or not, and, for so long as the Bank shall remain in possession of the Mortgaged Property, the Bank shall have the power and authority to operate, manage and control the Mortgaged Property, including, without limitation, the right to receive the rents, issues and profits of the Mortgaged Property, perform all maintenance and make all repairs and replacements, enter into leases, and amend, cancel, renew, modify and terminate the same.

d. Remedies Cumulative and Concurrent. The rights and remedies of Bank as provided herein and in the Loan Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor or against other obligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of Bank, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

e. Waiver of Redemption, Notice, Marshaling, etc. Pursuant to Section 15-1601(b) of the Act, Mortgagor and Borrower acknowledge that the Mortgaged Property does not constitute either: (i) "agricultural real estate" as such term is defined in Section 15-1201 of the Act, or (ii) "residential real estate" as such term is defined in Section 15-1219 of the Act. **MORTGAGOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REINSTATEMENT AND REDEMPTION, IF ANY, UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS JUNIOR MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING AN INTEREST IN THE MORTGAGED PROPERTY, IT BEING THE INTENT HEREOF THAT ANY AND ALL**



# UNOFFICIAL COPY

**SUCH RIGHTS OF REINSTATEMENT AND REDEMPTION OF 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.** Mortgagor further agrees, to the extent permitted by law, that if a Default occurs hereunder, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any homestead exemption, appraisal, valuation, stay, extension, moratorium or other laws now or hereafter in force in order to prevent or hinder enforcement or foreclosure of this Junior Mortgage, or absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do the benefit of such laws and any and all rights to have the assets comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof.

f. Application of Proceeds. The proceeds of any foreclosure sale shall be distributed and applied in accordance with the provisions of subsection (c) of Section 15-1512 of the Act. The judgment of foreclosure or order confirming the sale shall provide (after application pursuant to subsections (a) and (b) of Section 15-1512 of the Act) for application of sale proceeds in the following order of priority: first, all items not covered by the provisions of subsections (a) and (b), which under the terms hereof constitute Obligations or Indebtedness hereby secured additional to the principal and interest evidenced by the Note and Loan Agreements in such order as Bank shall elect with interest thereon as herein provided; and second, all principal and interest remaining unpaid under the Note and applicable Loan Agreements in such order as Bank shall elect.

g. No Conditions Precedent to Exercise of Remedies. Mortgagor shall not be relieved of any Obligation by reason of: (i) the failure of Bank to comply with any request of Mortgagor to foreclose the lien of this Junior Mortgage or to enforce any provision of the other Loan Documents; (ii) the release, regardless of consideration, of the Mortgaged Property or any portion thereof, or the addition of any other property to the Mortgaged Property; (iii) any agreement or stipulation extending, renewing, rearranging or in any other way modifying the terms of the Loan Documents without first having obtained the consent of, given notice to or paid any consideration to Mortgagor and in such event Mortgagor shall continue to be obligated to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Bank; or (iv) by any other act or occurrence save and except the complete payment of the Indebtedness and the complete fulfillment of all of the Obligations.

h. Indemnity. Bank shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor, and Mortgagor and Borrower shall and do hereby agree to protect, indemnify, defend and hold Bank harmless of and from any and all liability, loss, cost, expense or damage which it may or might incur in the exercise of its rights, remedies, powers and authority hereunder, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations, undertakings or liabilities. Should Bank incur any such liability, loss, cost or damage of or in the defense of any claims or demands, the amount thereof, including costs,



# UNOFFICIAL COPY

expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Bank therefor immediately upon demand, with interest accruing at the Default Rate.

i. Discontinuance of Proceedings. In case Bank shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, Bank shall have the unqualified right so to do and, in such an event, Mortgagor and Bank shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Bank shall continue as if the same had never been invoked, provided, however, that notwithstanding such discontinuance, Mortgagor and Borrower shall remain responsible for payment of all of Bank's legal costs and expenses and attorney fees to prosecute or defend any such proceeding.

## 8. MISCELLANEOUS.

a. Protective Advances. All advances, disbursements and expenditures made or incurred by Bank before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Junior Mortgage or by the Act (collectively, "**Protective Advances**"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

(a) all advances by Bank in accordance with the terms of this Junior Mortgage to (i) preserve, maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (ii) preserve the lien of this Junior Mortgage or the priority thereof; or (iii) enforce this Junior Mortgage, as referred to in subsection (b)(5) of Section 15-1302 of the Act;

(b) payments by Bank of: (i) principal, interest or other obligations in accordance with the terms of any senior mortgage of the Bank or other prior lien or encumbrance; (ii) real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (iii) other obligations authorized by this Junior Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(c) advances by Bank in settlement or compromise of any claims asserted by claimants under senior mortgages of the Bank or any other prior liens;

(d) attorneys' fees and other costs or expenses incurred: (i) in connection with the foreclosure of this Junior Mortgage as referred to in Sections 15-1504(d)(2) and 15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against Bank for the enforcement of this Junior Mortgage or arising from the interest of Bank hereunder; or (iii) in preparation for or in connection with the commencement, prosecution or defense of any other action related to this Junior Mortgage or the Mortgaged Property;

# UNOFFICIAL COPY

(e) Bank's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Section 15-1508(b)(1) of the Act;

(f) expenses deductible from proceeds of sale as referred to in Sections 15-1512(a) and (b) of the Act; and

(g) expenses incurred and expenditures made by Bank for any one or more of the following: (i) any premiums for casualty and liability insurance paid by Bank whether or not Bank or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Bank takes possession of the Mortgaged Property imposed by Section 15-1704(c)(1) of the Act; (ii) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (iii) payments deemed by Bank to be required for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (iv) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (v) payments required to be paid by Mortgagor or Bank pursuant to any lease or other agreement for occupancy of the Mortgaged Property; and (vi) if this Junior Mortgage is insured, payments of FHA or private mortgage insurance required to keep such insurance in force.

(h) All Protective Advances shall be so much additional Indebtedness secured by this Junior Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Note.

(i) This Junior Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Junior Mortgage is recorded pursuant to subsection (b)(5) of Section 15-1302 of the Act.

(j) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

i. any determination of the amount of Indebtedness secured by this Junior Mortgage at any time;

ii. the Indebtedness found due and owing to Bank in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

iii. if right of redemption has not been waived by this Junior Mortgage, computation of amounts required to redeem, pursuant to Sections 15-1603(d)(2) and 1603(e) of the Act;

# UNOFFICIAL COPY

iv. determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act;

v. application of income in the hands of any receiver or Bank in possession; and

vi. computation of any deficiency judgment pursuant to Sections 15-1508(b)(2), 15-1508(e) and 15-1511 of the Act.

b. Further Assurances. Mortgagor, upon the reasonable request of Bank, will execute, acknowledge and deliver such further instruments and do such further acts as may be necessary to carry out more effectively the purpose of the Loan Documents.

c. Recording and Filings. Mortgagor will cause the appropriate Loan Documents and all supplements thereto at all times to be recorded and filed in such manner and in such places as Bank shall request, and will pay any recording and filing taxes, fees and other charges.

d. Time. Time is of the essence of this Junior Mortgage.

e. Notice. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered, or on the third business day after being deposited in United States certified mail, return receipt requested, postage prepaid, or by Federal Express or other similar nationally recognized overnight courier and addressed as follows:

If to the Bank:

BARRINGTON BANK & TRUST COMPANY,  
N.A.  
201 S. Hough St.  
Barrington, Illinois 60010  
Attention: Burke Groom  
Tel: (847) 304-5933  
email: bgroom@barringtonbank.com

With a copy to:

Chuhak & Tecson, P.C.  
30 South Wacker Drive, Suite 2600  
Chicago, IL 60606  
Attention: Adam R. Moreland  
Telephone: (312) 444-9300  
Facsimile: (312) 444-9027  
email: amoreland@chuhak.com

If to the Mortgagor:

HARRIS PROPERTIES I, L.L.C.  
  
402 S. Barrington Rd.  
  
Barrington, Illinois 60010

**UNOFFICIAL COPY**

Attention: Evan Harris

If to the Borrower:

BARRINGTON COMMERCE CENTER, LLC

402 S. Barrington Rd.

Barrington, Illinois 60010

Attention: Evan Harris

or to such other address as the party to receive such notice may have theretofore furnished to all other parties by notice in accordance herewith. Except as otherwise specifically required herein, no notice of the exercise of any right or option granted to Bank herein is required to be given. Notice may also be provided by facsimile, on the following terms:

a) The facsimile numbers to be utilized shall be those numbers as listed above or such other numbers as are provided by any such parties;

b) Any facsimile which is initiated after 5:00 p.m. Central time in Chicago, Illinois shall be deemed given on the immediately following Business Day;

c) The sender or transmitter of the communication shall also send a copy of the notice in accordance with the terms of the first sentence of this Section 10.5;

d) Any facsimile transmission made on a day other than a Business Day shall be deemed given on the first Business Day following the date the facsimile transmission is made; and

e) Any facsimile transmission made on a Business Day and prior to 5:00 p.m. shall be deemed given on the date of transmission.

f. Bank's Right to Perform the Obligations. If Mortgagor fails to make any payment or perform any act required by the Loan Documents or the Legal Requirements, Bank, without any obligation so to do and without waiving any other right, remedy or recourse, may make such payment or perform such act at the expense of Mortgagor. All sums so paid by Bank and all costs incurred in connection therewith, together with interest thereon at the Default Rate from the date of payment, shall constitute part of the Indebtedness secured by this Junior Mortgage and the Loan Documents and shall be paid by Mortgagor to Bank on demand or shall be included in any judgment of foreclosure.

g. Modification. The Loan Documents and the terms of each of them may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the parties to the Loan Document being so modified, including Bank, even if

# UNOFFICIAL COPY

Bank has not executed such Loan Document. If the payment of the Indebtedness, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Bank, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Mortgaged Property or any part thereof or any interest therein (without hereby implying Bank's consent to any such junior or senior mortgage or other lien), shall take the such lien subject to the rights of Bank to amend (including, without limitation, changing the rate of interest or manner of computation thereof), modify, extend or release the Note, the Loan Agreements, this Junior Mortgage, or any other document or instrument evidencing, securing or guarantying the Indebtedness, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Junior Mortgage losing its priority over the rights of any such junior lien.

h. No Waiver. All options and rights of election herein provided for the benefit of Bank are continuing, and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option or election at any later date. No exercise of the rights and powers herein granted and no delay or omissions in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at any time and from time to time.

i. Bank's Cost and Expenses. Mortgagor and Borrower further expressly covenant and agree to pay Bank all costs and expenses of every kind paid or incurred by Bank in any way in connection with the Note, the Loan Agreements, this Junior Mortgage or the other Loan Documents or any modifications, restatements or amendments thereof, and the protection of the Mortgaged Property or the maintenance of the lien of this Junior Mortgage, and the security interests under the other Loan Documents or otherwise in connection with the determination and exercise by Bank of any of its rights or remedies under the Loan Documents or any modifications, restatements or amendments thereof, upon the occurrence of any event which, with the passage of time or the giving of notice or both, could constitute a default or an Event of Default hereunder, including any and all expenditures for documentary evidence, title examination or title insurance, minutes of foreclosure, or any abstract or opinion of title to the Mortgaged Property, or for any appraisal, environmental audit, accounting or engineering, and all similar fees, costs, charge and expenses, and including all reasonable attorneys fees and stenographer's fees, paid or incurred by Bank in any suit or legal proceeding, or in preparation or in anticipation of declaring a default or event of default, or in preparation or in anticipation of such suit or proceeding, regardless of whether such suit or proceeding is actually instituted, including, without limitation, any bankruptcy or insolvency proceeding, probate proceeding, or other proceeding in which Bank may in, their discretion intervene in order to protect its security or appeal from any of the foregoing, or otherwise paid or incurred by Bank in obtaining legal advice regarding its rights and remedies under the Loan Documents or any modifications, restatements or amendments thereof, or in determining whether to declare a default or Event of Default hereunder. All such fees, costs, charges and expenses shall constitute so much additional indebtedness evidenced by the Note or the Loan Agreements and secured by this Junior



# UNOFFICIAL COPY

Mortgage, and shall be immediately due and payable when incurred, with interest accruing thereon at the Default Interest Rate, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this Junior Mortgage, whether a decree of foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this Junior Mortgage be given until all such expenses, charges and costs of Bank shall have been paid in full.

j. Usury. It is expressly stipulated and agreed to be the intent of Mortgagor and Bank to at all times comply with applicable law now or hereafter governing the interest payable on the Indebtedness and Obligations secured hereby. If the applicable law is ever revised, repealed, or judicially interpreted so as to render usurious any amount called for under the Note or the Loan Agreements (or under any other instrument evidencing or relating to any of the Indebtedness), or contracted for, charged, taken, reserved or received with respect to the loans secured hereby, or if Bank's acceleration of the Indebtedness or any prepayment by Mortgagor results in Mortgagor having paid any interest in excess of that permitted by law, then it is Mortgagor's and Bank's express intent that all excess amounts theretofore collected by Bank be credited on the principal balance of the Indebtedness (or, if the Indebtedness have been paid in full, refunded to Mortgagor), and the provisions of the Note, the Loan Agreements and this Junior Mortgage and other Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

k. Successors and Assigns; Covenants Running with the Land. The terms, provisions, covenants and conditions hereof and of the Loan Documents shall be binding upon Mortgagor, its successors and assigns, and shall inure to the benefit of Bank and its respective successors, substitutes and assigns, and shall constitute covenants running with the land. Wherever the term "**Mortgagor**" is used herein, such reference shall be deemed to mean each Mortgagor whose name appears herein and its respective heirs, legatees, devisees, executors, trustees, successor trustees, successors and assigns, specifically including any and all persons whatsoever who shall receive the distribution or disbursement of property held by the Assignor as a result of the termination, revocation, trustee succession or any extinguishment of the Assignor.

l. Conflict of Terms. The terms, provisions, covenants and conditions of this Junior Mortgage shall be construed in such a manner as to be consistent with the terms of the Note and applicable Loan Agreements and any other instruments executed in connection with or as security for the Indebtedness and Obligations secured hereby; provided, however, in the event of a conflict between the terms of this Junior Mortgage and the terms of the Loan Agreements, the terms of the Loan Agreements shall control.

m. Applicable Law. This Junior Mortgage was negotiated in the State of Illinois and made by Mortgagor in the State of Illinois, the proceeds of the Note secured hereby were disbursed in the State of Illinois and the Mortgaged Property is located in the State of Illinois. In all respects, including, without limitation, matters of construction and performance of this Junior Mortgage and the obligations arising hereunder, this Junior Mortgage shall be governed by, and construed in accordance with, the internal laws of the State of Illinois applicable to contracts made and to be performed in such State (without regard to principals of conflicts of laws) and

# UNOFFICIAL COPY

any applicable laws of the United States of America **BORROWER AND MORTGAGOR CONSENT TO JURISDICTION IN THE STATE OF ILLINOIS AND VENUE IN ANY FEDERAL OR STATE COURT IN THE COUNTY IN WHICH THE LAND IS LOCATED FOR SUCH PURPOSES AND WAIVE ANY AND ALL RIGHTS TO CONTEST SAID JURISDICTION AND VENUE AND ANY OBJECTION THAT SAID COUNTY IS NOT CONVENIENT. BORROWER AND MORTGAGOR WAIVE ANY RIGHTS TO COMMENCE ANY ACTION AGAINST BANK IN ANY JURISDICTION EXCEPT THE AFORESAID COUNTY AND STATE. MORTGAGOR, BANK AND BORROWER HEREBY EACH EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY WITH RESPECT TO ANY MATTER WHATSOEVER RELATING TO, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE JUNIOR MORTGAGE, THE LOANS, THE NOTE OR THE LOAN DOCUMENTS.**

n. No Joint Venture; No Third Party Beneficiary. Mortgagor acknowledges and agrees that in no event shall Bank be deemed to be a partner or joint venturer with it. Without limitation of the foregoing, Bank shall not be deemed to be such a partner or joint venturer on account of its becoming a Bank in possession or exercising any rights pursuant to this Junior Mortgage or pursuant to any other instrument or document securing any portion of the Indebtedness or otherwise. No other person shall be deemed to have any right or priority under this Junior Mortgage to any extent or for any purpose whatsoever, nor shall any other person have any claim or right of action with respect to the Mortgaged Property or proceeds of the Indebtedness or be deemed a third-party beneficiary under this Junior Mortgage or under the Loan Documents.

o. Severability. The Loan Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable Legal Requirements. If any provision of any of the Loan Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable neither the remainder of the instrument in which such provision is contained, nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

p. Consent of Bank. Any consent by Bank in any single instance shall not be deemed or construed to be Bank's consent in any like matter arising at a subsequent date, and the failure of Bank to promptly exercise any right, power, remedy, consent or approval provided herein or at law or in equity shall not constitute or be construed as a waiver of the same, nor shall Bank be estopped from exercising such right, power, remedy, consent or approval at a later date. Any consent or approval requested of and granted by Bank pursuant hereto shall be narrowly construed to be applicable only to Mortgagor and the matter identified in such consent or approval (and no third party shall claim any benefit by reason thereof), and shall not be deemed to constitute Bank a venturer or partner with Mortgagor whatsoever, nor shall privity of contract be presumed to have been established with any such third party.

q. Construction. **MORTGAGOR AND BANK ACKNOWLEDGE THEY HAVE BEEN ADVISED BY COUNSEL OF THEIR CHOICE WITH RESPECT TO**

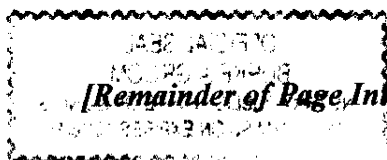
# UNOFFICIAL COPY

**THIS JUNIOR MORTGAGE, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AND SUCH COUNSEL HAS REVIEWED ALL OF THE FOREGOING AND PARTICIPATED IN THE NEGOTIATION THEREOF. EACH PARTY FURTHER ACKNOWLEDGES AND AGREES THAT (i) EACH OF THE WAIVERS SET FORTH HEREIN WERE KNOWINGLY AND VOLUNTARILY MADE; (ii) NO REPRESENTATIVE OF BANK OR MORTGAGOR HAS WAIVED OR MODIFIED ANY OF THE PROVISIONS OF THIS JUNIOR MORTGAGE AS OF THE LOAN DATE AND NO SUCH WAIVER OR MODIFICATION FOLLOWING THE DATE HEREOF SHALL BE EFFECTIVE UNLESS MADE IN ACCORDANCE WITH THE PROVISIONS HEREOF; AND (iii) ANY RULE OF CONSTRUCTION UNDER ANY APPLICABLE LAW TO THE EFFECT THAT AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY SHALL NOT BE EMPLOYED IN THE INTERPRETATION OF THIS JUNIOR MORTGAGE OR ANY OTHER LOAN DOCUMENTS.**

r. Subordination. This is a junior mortgage on the Mortgaged Property and is subject and subordinate in each and every respect to any and all rights of any kind of the Bank created by the Senior Mortgage. So long as the Senior Mortgage is in effect, in the event of any conflict between the provisions of this Junior Mortgage and the Senior Mortgage, the provisions of the Senior Mortgage shall prevail. Any waiver or forbearance by the Bank under the loan documents executed in connection with the Senior Mortgage shall not impair the priority of its lien under such loan documents. Notwithstanding any other provision herein to the contrary, the failure by Mortgagor to provide to Bank any dollar amounts or any documents as may be required herein because such amounts or documents are required to be deposited with Bank pursuant to the provisions of the Senior Mortgage shall not be deemed a Default hereunder. Notwithstanding any other provision herein to the contrary, the failure by Mortgagor to comply with any provision hereof (other than the payment of amounts or the provision of documents to Bank) due to conflict between the provisions of the Senior Mortgage and the provisions hereof shall not be deemed a Default hereunder.

s. Homestead. To the extent, if any, that the Mortgaged Property shall be deemed the homestead of Mortgagor, its successors or assigns, or of the holder of the beneficial interest in Mortgagor, the Mortgagor, directly and on behalf of the holder of the power of direction, hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

t. Term of Junior Mortgage. The Lien of this Junior Mortgage shall continue in full force and effect until this Junior Mortgage is released by Bank.



*[Remainder of Page Intentionally Left Blank, Signature Page Follows]*

# UNOFFICIAL COPY

Mortgagor has caused this Junior Mortgage to be executed as of the day and year first above written.

MORTGAGOR:

HARRIS PROPERTIES I, L.L.C., an Illinois limited liability company

By: *Evan A. Harris*  
Name: Evan A. Harris  
Title: Manager

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Evan A. Harris, personally known to me to be the Manager of HARRIS PROPERTIES I, L.L.C., an Illinois limited liability company (“Mortgagor”), and the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day and acknowledged that he signed and delivered the said instrument as the free and voluntary act of in his capacity as the Manager of and authorized signor of said Mortgagor for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of September, 2012.

*Burke A. Groom*  
NOTARY PUBLIC  
My Commission Expires: 10/16/15



# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

LOTS 1, 2, 3, 5, 7, 8, 9, 10, 11, 12, 13 AND 14 OF THE ABBEY WOODS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 9, 2007 AS DOCUMENT NO. 0722115101 AND CERTIFICATE OF CORRECTION RECORDED JANUARY 26, 2010 AS DOCUMENT 1002649069, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: Lots 1, 2, 3, 5, 7, 8, 9, 10, 11, 12, 13 and 14 in the Abbey Woods Subdivision, Barrington Hills, Illinois 60010

PIN: 01-13-301-012-0000;  
01-13-301-013-0000;  
01-13-301-014-0000;  
01-13-301-016-0000;  
01-13-301-018-0000;  
01-13-301-019-0000;  
01-13-301-020-0000;  
01-13-301-021-0000;  
01-13-301-022-0000;  
01-13-301-023-0000;  
01-13-301-024-0000; &  
01-13-301-025-0000