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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1307141082 Fee: \$88.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/12/2013 12:20 PM Pg: 1 of 26

Report Mortgage Fraud
800-532-8785

8932215 / 201302902-2

Property of Cook County Clerk's Office

The property identified as: Pin: 13-31-205-041-0000

Address:

Street: 1950 NORTH NARRAGANSETT AVENUE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60639

Lender: COLE TAYLOR BANK

Borrower: BONE ENTERPRISES

Loan / Mortgage Amount: \$430,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 777.0 et seq. because it is commercial property.

S Y
P 26
S N
SC Y
INT X

Certificate number: 9929DF5A-477A-4FD4-96EB-0A7A907FA420

Execution date: 02/28/2013

EX 303-07

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①
**This document prepared by
 and after recording return to:**

John W. Morse, Esq.
 Patzik, Frank & Samotny, Ltd.
 150 South Wacker Drive
 Suite 1500
 Chicago, IL 60606

**Second Mortgage, Assignment of Leases and Rents,
 Security Agreement and Fixture Filing
 (This Mortgage Secures Future Advances)**

THIS SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage"), dated as of February 28, 2013, is by **BONE ENTERPRISES**, an Illinois general partnership (the "Mortgagor"), with an address at 1950 North Narragansett Avenue, Chicago Illinois 60639 in favor of **COLE TAYLOR BANK** (the "Mortgagee"), with an address at 9550 West Higgins Road, Rosemont, Illinois 60018.

WHEREAS, the Mortgagor is the owner of a certain tract or parcel of land described in Exhibit A attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon; and

WHEREAS, the Mortgagor has borrowed from the Mortgagee, an amount equal to Four Hundred Thirty Thousand Dollars (\$430,000) (the "Loan"), which Loan is evidenced by the Term Note D in favor of the Mortgagee (as the same may be amended, supplemented or replaced from time to time, the "Note"), which has a maturity date of February 28, 2018 and a per annum rate of interest of 4.50%;

NOW, THEREFORE, for the purpose of securing the payment and performance of the following obligations (collectively called the "Obligations"):

(A) The debt owing by Mortgagor to the Mortgagee pursuant to the terms of the Note (including any interest accruing thereon whether before or after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Mortgagor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), and any amendments, extensions, renewals, increases, and future advances of, to, or under the Note for the maintenance and protection of the Collateral and the Mortgagee's lien in the Collateral, and all costs and expenses of the Mortgagee incurred in the documentation, negotiation, modification, enforcement, collection, maintenance and protection of the Collateral, and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

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(B) Any sums advanced by the Mortgagee or which may otherwise become due pursuant to the provisions of the Note or this Mortgage or pursuant to any other document or instrument at any time delivered to the Mortgagee to evidence or secure any of the Obligations or which otherwise relate to any of the Obligations (as the same may be amended, supplemented or replaced from time to time, the "Loan Documents").

The Mortgagor, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, hereby **MORTGAGES, CONVEYS, TRANSFERS AND ASSIGNS TO MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS, FOREVER, AND HEREBY GRANTS TO MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN, TO, AND UNDER ALL OF THE FOLLOWING DESCRIBED PROPERTY, ALL ACCESSIONS AND ADDITIONS THERETO, ALL SUBSTITUTIONS THEREFOR AND REPLACEMENTS AND PROCEEDS THEREOF, AND ALL REVERSIONS AND REMAINDERS OF SUCH PROPERTY NOW OWNED OR HELD OR HEREAFTER ACQUIRED** (the "Collateral"), to wit:

(a) All of the Mortgagor's estate in the premises described in Exhibit A, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining including, without limitation all water rights and air rights, and all of the Mortgagor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "Land");

(b) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery and equipment, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, located in or used in connection with those buildings, structures or other improvements (the "Improvements" and, together with the Land, equipment and other property now or hereafter located therein or thereon, collectively, the "Property");

(c) All rents, income, issues, and profits arising or issuing from the Land and the Improvements, and advantages and claims against guarantors of any Leases (defined below) (the "Rents") including the Rents arising or issuing from all leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the "Leases"), all of which Leases and Rents are hereby assigned to the Mortgagee by the Mortgagor. The foregoing assignment shall include all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties, and all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Mortgagor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law, and is intended as an absolute assignment and not merely the granting of a security interest. The Mortgagor, however, shall have a license to collect, retain and use the Rents so long as no Event of Default shall have occurred and be continuing or shall exist. The Mortgagor will execute and deliver to the Mortgagee, on demand, such additional assignments and instruments as the Mortgagee may require to implement, confirm, maintain and continue the assignment of Rents hereunder;

(d) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

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(e) Without limiting any of the other provisions of this Mortgage, the Mortgagor, as debtor, expressly grants unto the Mortgagee, as secured party, a security interest in all personal property of the Mortgagor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Mortgagor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) letter of credit rights; (xiv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xv) all supporting obligations of all of the foregoing property; (xvi) all property of the Mortgagor now or hereafter in the Mortgagee's possession or in transit to or from, or under the custody or control of, the Mortgagee or any affiliate thereof; (xvii) all cash and cash equivalents thereof; and (xviii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof. The Mortgagor will execute and deliver to the Mortgagee on demand such financing statements and other instruments, as the Mortgagee may require in order to perfect, protect and maintain such security interest under the Uniform Commercial Code ("UCC") on the aforesaid collateral.

TO HAVE AND TO HOLD the Property unto the Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

Provided, however, that if the Mortgagor shall pay to the Mortgagee the Obligations, and if the Mortgagor shall keep and perform each of its other covenants, conditions and agreements set forth herein and in the other Loan Documents, then, upon the termination of all obligations, duties and commitments of the Mortgagor under the Obligations and this Mortgage, and subject to the provisions of the paragraph entitled "Survival; Successors and Assigns", the estate hereby granted and conveyed shall become null and void.

THIS MORTGAGE IS GRANTED TO SECURE FUTURE ADVANCES MADE PURSUANT TO THE NOTE AND OTHER LOAN DOCUMENTS.

This Mortgage is given to secure, in part, future advances under the Note and the other Loan Documents, and shall secure not only any initial advance under the Note and the other Loan Documents, but also subsequent advances made pursuant to the Loan Documents, and any other advances, disbursements and other payments made under the Note and the other Loan Documents, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, and including advances under the Note and other Loan Documents as are made within twenty (20) years from the date hereof, to the same extent as if all such advances were made at the time of execution of this Mortgage and although

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there may be no outstanding Obligations at the time any advance is made. The total amount of the Obligations may increase or decrease from time to time, but the total unpaid principal balance of the indebtedness hereby secured at any one time outstanding shall not exceed two (2) times the maximum principal amount of the Note, plus interest thereon, and any disbursements made for payment of taxes, special assessments or insurance on the Property, and interest on such disbursements. This Mortgage shall be valid and shall, to the fullest extent permitted by any applicable Legal Requirement (defined below), have priority over any and all liens and encumbrances arising after this Mortgage is recorded in the Recorder's office in the County in which the Land is located, including (to the extent permitted by applicable Legal Requirements) statutory liens except taxes and assessments levied on the Property.

1. **Representations and Warranties.** The Mortgagor represents and warrants to the Mortgagee that (i) the Mortgagor has good and marketable title to an estate in fee simple absolute in the Land and Improvements and has all right, title and interest in all other property constituting a part of the Property, in each case free and clear of all liens and encumbrances, except as may otherwise be set forth on an Exhibit B hereto and (ii) its name, type of organization, jurisdiction of organization and chief executive office are true and complete as set forth in the heading of this Mortgage. This Mortgage is a valid and enforceable first lien on the Property (except as set forth on Exhibit B) and the Mortgagee shall, subject to the Mortgagor's right of possession prior to an Event of Default, quietly enjoy and possess the Property. The Mortgagor shall preserve such title as it warrants herein and the validity and priority of the lien hereof and shall forever warrant and defend the same to the Mortgagee against the claims of all persons.

2. **Affirmative Covenants.** Until all of the Obligations shall have been fully paid, satisfied and discharged the Mortgagor shall:

(a) **Payment and Performance of Obligations.** Pay or cause to be paid and perform all Obligations when due as provided in the Loan Documents.

(b) **Legal Requirements.** Promptly comply with and conform to all present and future laws, statutes, codes, ordinances, orders and regulations and all covenants, restrictions and conditions which may be applicable to the Mortgagor or to any of the Property (the "Legal Requirements").

(c) **Impositions.** Before interest or penalties are due thereon and otherwise when due, the Mortgagor shall pay all taxes of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Property, all general and special assessments (including any condominium or planned unit development assessments, if any), levies, permits, inspection and license fees, all water and sewer rents and charges, and all other charges and liens, whether of a like or different nature, imposed upon or assessed against the Mortgagor or any of the Property (the "Impositions"). Within thirty (30) days after the payment of any Imposition, the Mortgagor shall deliver to the Mortgagee written evidence acceptable to the Mortgagee of such payment. The Mortgagor's obligations to pay the Impositions shall survive the Mortgagee's taking title to (and possession of) the Property through foreclosure, deed-in-lieu or otherwise, as well as the termination of the Mortgage including, without limitation, by merger into a deed.

(d) **Maintenance of Security.** Use, and permit others to use, the Property only for its present use or such other uses as permitted by applicable Legal Requirements and approved in writing by the Mortgagee. The Mortgagor shall keep the Property in good condition and order and in a rentable and tenantable state of repair and will make or cause to be made, as and when necessary, all repairs, renewals, and replacements, structural and nonstructural, exterior and interior, foreseen and unforeseen, ordinary and extraordinary, provided, however, that no structural repairs, renewals or replacements shall be made without the Mortgagee's prior written consent. The Mortgagor shall not remove, demolish or alter the

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Property nor commit or suffer waste with respect thereto, nor permit the Property to become deserted or abandoned. The Mortgagor covenants and agrees not to take or permit any action with respect to the Property which will in any manner impair the security of this Mortgage or the use of the Property as set forth in the Loan Documents.

3. **Leases; Assignment of Leases.** The Mortgagor shall not (a) execute an assignment or pledge of the Rents or the Leases other than in favor of the Mortgagee; (b) accept any prepayment of an installment of any Rents prior to the due date of such installment; or (c) enter into or amend any of the terms of any of the Leases without the Mortgagee's prior written consent. Any or all Leases of all or any part of the Property shall be subject in all respects to the Mortgagee's prior written consent, shall be subordinated to this Mortgage and to the Mortgagee's rights and, together with any and all rents, issues or profits relating thereto, shall be assigned at the time of execution to the Mortgagee as additional collateral security for the Obligations, all in such form, substance and detail as is satisfactory to the Mortgagee in its sole discretion. The Mortgagor does hereby sell, assign, and transfer unto the Mortgagee all of the Rents and Leases from the Property, it being the intention of this Mortgage to establish an absolute transfer and assignment of all such Rents and Leases from and on the Property unto Mortgagee. The Mortgagor does hereby appoint irrevocably the Mortgagee its true and lawful attorney, in its name and stead, which appointment is coupled with an interest, to collect all of said Rents; provided that subject to the terms of the Loan Documents, the Mortgagee grants the Mortgagor the exclusive privilege to collect and retain such Rents unless and until an Event of Default has occurred under this Mortgage.

4. **Due on Sale Clause; Mechanic's Liens.** The Mortgagor shall not sell, convey or otherwise transfer any interest in the Property (whether voluntarily or by operation of law), or agree to do so, without the Mortgagee's prior written consent, including (a) any sale, conveyance, encumbrance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal or equitable title to the Property, except as otherwise permitted hereunder; (b) any lease of all or any portion of the Property; or (c) any sale, conveyance, encumbrance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor, if a corporation or any partnership interest in the Mortgagor, if a partnership, or any membership interest, if a limited liability entity, or any beneficial interest in the Mortgagor or any underlying land trust, if a trust, except in favor of the Mortgagee. The Mortgagor also will not permit any mechanic's or other construction lien under the laws of Illinois to be recorded against or attach to the Property or any part thereof. Any default under this Section shall cause an immediate acceleration of the Obligations without any demand by the Mortgagee.

5. **Insurance.** The Mortgagor shall keep the Property continuously insured, in an amount not less than the cost to replace the Property or an amount not less than eighty percent (80%) of the full insurable value of the Property, whichever is greater, covering such risks and in such amounts and with such deductibles as are satisfactory to the Mortgagee and its counsel including, without limitation, insurance against loss or damage by fire, with extended coverage and against other hazards as the Mortgagee may from time to time require. With respect to any property under construction or reconstruction, the Mortgagor shall maintain builder's risk insurance. The Mortgagor shall also maintain comprehensive general public liability insurance, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate per location, which includes contractual liability insurance for the Mortgagor's obligations under the Leases, and worker's compensation insurance. All property and builder's risk insurance shall include protection for continuation of income for a period of twelve (12) months, in the event of any damage caused by the perils referred to above. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Mortgagee, shall be with an insurance company or companies reasonably satisfactory to the Mortgagee, shall be in form satisfactory to the Mortgagee, shall meet all coinsurance requirements of the Mortgagee, shall be maintained in full force and effect, shall be assigned to the Mortgagee, with premiums prepaid, as collateral security for payment of the Obligations,

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shall be endorsed with a standard mortgagee clause in favor of the Mortgagee and shall provide for at least thirty (30) days notice of cancellation to the Mortgagee. Such insurance shall also name the Mortgagee as an additional insured under the comprehensive general public liability policy and the Mortgagor shall also deliver to the Mortgagee a copy of the replacement cost coverage endorsement. If the Property is located in an area which has been identified by any governmental agency, authority or body as a flood hazard area or the like, then the Mortgagor shall maintain a flood insurance policy covering the Property in an amount not less than the original principal amount of the Loan or the maximum limit of coverage available under the federal program, whichever amount is less. Pursuant to the requirements of the Illinois Collateral Protection Act, 815 ILCS 180/1, *et seq.* ("Collateral Protection Act"), the Mortgagor is hereby notified that unless the Mortgagor provides the Mortgagee with evidence of the insurance coverage required by this Mortgage and each other Loan Document, the Mortgagee may purchase insurance at the Mortgagor's expense to protect the Mortgagee's interest in the Property or any other collateral for the Obligations. This insurance may, but need not protect the Mortgagor's interests. The coverage the Mortgagee purchases may not pay any claim that the Mortgagor makes or any claim that is made against the Mortgagor in connection with the Property or any other collateral for the Obligations. The Mortgagor may later cancel any insurance purchased by the Mortgagee but only after providing the Mortgagee with evidence that the Mortgagor has obtained insurance as required by this Mortgage and each other Loan Document. If the Mortgagee purchases insurance for the Property or any other collateral for the Obligations, the Mortgagor will be responsible for the costs of that insurance, including interest in any other charges that the Mortgagee may lawfully 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 total outstanding Obligations. The costs of the insurance may be more than the cost of insurance that the Mortgagor may be able to obtain on its own.

6. **Rights of Mortgagee to Insurance Proceeds.** In the event of a loss, the Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims, and the Mortgagor shall not adjust, collect or compromise any claims under said policies without the Mortgagee's prior written consent. Each insurer is hereby authorized and directed to make payment under said policies, including return of unearned premiums, directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the Mortgagor appoints the Mortgagee as the Mortgagor's attorney-in-fact, which appointment is irrevocable and coupled with an interest, to endorse any draft therefor. Provided that the (i) payment of rent does not cease or is not otherwise covered by loss of rents, insurance, or (ii) payment of the Obligations does not cease, all insurance proceeds shall be made available to Mortgagor to repair, replace or refurbish the Property. Notwithstanding the foregoing if the loss giving rise to the claim occurs within twelve (12) months of the maturity date of the Loan, then at the Mortgagee's sole option, the insurance proceeds may be applied to all or any part of the Obligations and in any order (notwithstanding that such Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Mortgagee may impose.

7. **Installments for Insurance, Taxes and Other Charges.** Upon the Mortgagee's request, the Mortgagor shall pay to the Mortgagee monthly, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual Impositions (including, without limitation, real estate taxes) and any other item which at any time may be or become a lien upon the Property (the "Escrow Charges"). The amounts so paid shall be used in payment of the Escrow Charges so long as no Event of Default shall have occurred. No amount so paid to the Mortgagee shall be deemed to be trust funds, nor shall any sums paid bear interest. The Mortgagee shall have no obligation to pay any insurance premium or Imposition if at any time the funds being held by the Mortgagee for such premium or Imposition are insufficient to make such payments. If, at any time, the funds being held by the Mortgagee for any insurance premium or Imposition are exhausted, or if the Mortgagee determines, in its sole discretion, that such funds will be insufficient to pay in full any insurance premium or Imposition when due, the Mortgagor shall promptly pay to the Mortgagee, upon demand, an amount which the Mortgagee shall estimate as sufficient to make up the deficiency. Upon the occurrence of an Event of

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Default, the Mortgagee shall have the right, at its election, to apply any amount so held against the Obligations due and payable in such order as the Mortgagee may deem appropriate, and the Mortgagor hereby grants to the Mortgagee a lien upon and security interest in such amounts for such purpose.

8. **Condemnation.** The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Property, shall notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor shall deliver to the Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof, is hereby assigned to and shall be received and collected directly by the Mortgagee, and any award or compensation shall be applied, at the Mortgagee's option, to any part of the Obligations and in any order (notwithstanding that any of such Obligations may not then be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Mortgagee may impose.

9. **Environmental Matters.** (a) For purposes of this Section 9, the term "Environmental Laws" shall mean all federal, state and local laws, regulations and orders, whether now or in the future enacted or issued, pertaining to the protection of land, water, air, health, safety or the environment. The term "Regulated Substances" shall mean all substances regulated by Environmental Laws, or which are known or considered to be harmful to the health or safety of persons, or the presence of which may require investigation, notification or remediation under the Environmental Laws. The term "Contamination" shall mean the discharge, release, emission, disposal or escape of any Regulated Substances into the environment.

(b) The Mortgagor represents and warrants (i) that no Contamination is present at, on or under the Property and that no Contamination is being or has been emitted onto any surrounding property; (ii) all operations and activities on the Property have been and are being conducted in accordance with all Environmental Laws, and the Mortgagor has all permits and licenses required under the Environmental Laws; (iii) no underground or aboveground storage tanks are or have been located on or under the Property; and (iv) no legal or administrative proceeding is pending or threatened relating to any environmental condition, operation or activity on the Property, or any violation or alleged violation of Environmental Laws. These representations and warranties shall be true as of the date hereof, and shall be deemed to be continuing representations and warranties which must remain true, correct and accurate during the entire duration of the term of this Mortgage.

(c) The Mortgagor shall ensure, at its sole cost and expense, that the Property and the conduct of all operations and activities thereon comply and continue to comply with all Environmental Laws. The Mortgagor shall notify the Mortgagee promptly and in reasonable detail in the event that the Mortgagor becomes aware of any violation of any Environmental Laws, the presence or release of any Contamination with respect to the Property, or any governmental or third party claims relating to the environmental condition of the Property or the conduct of operations or activities thereon. The Mortgagor also agrees not to permit or allow the presence of Regulated Substances on any part of the Property, except for those Regulated Substances (i) which are used in the ordinary course of the Mortgagor's business, but only to the extent they are in all cases used in a manner which complies with all Environmental Laws; and (ii) those Regulated Substances which are naturally occurring on the Property. The Mortgagor agrees not to cause, allow or permit the presence of any Contamination on the Property.

(d) The Mortgagee shall not be liable for, and the Mortgagor shall indemnify, defend and hold the Mortgagee and the Indemnified Parties (as hereinafter defined) and all of their respective successors and assigns harmless from and against all losses, costs, liabilities, damages, fines, claims, penalties and expenses (including reasonable attorneys', consultants' and contractors' fees, costs incurred in the investigation, defense and settlement of claims, as well as costs incurred in connection with the

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investigation, remediation or monitoring of any Regulated Substances or Contamination) that the Mortgagee or any Indemnified Party may suffer or incur (including as holder of the Mortgage, as mortgagee in possession or as successor in interest to the Mortgagor as owner of the Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure) as a result of or in connection with (i) any Environmental Laws (including the assertion that any lien existing or arising pursuant to any Environmental Laws takes priority over the lien of the Mortgage); (ii) the breach of any representation, warranty, covenant or undertaking by the Mortgagor in this Section 9; (iii) the presence on or the migration of any Contamination or Regulated Substances on, under or through the Property; or (iv) any litigation or claim by the government or by any third party in connection with the environmental condition of the Property or the presence or migration of any Regulated Substances or Contamination on, under, to or from the Property.

(e) Upon the Mortgagee's request, the Mortgagor shall execute and deliver an Environmental Indemnity Agreement satisfactory in form and substance to the Mortgagee, to more fully reflect the Mortgagor's representations, warranties, covenants and indemnities with respect to the Environmental Laws.

10. Inspection of Property. The Mortgagee shall have the right to enter the Property at any reasonable hour upon notice, for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon, as well as the conduct of operations and activities on the Property. The Mortgagee may enter the Property (and cause the Mortgagee's employees, agents and consultants to enter the Property), upon prior written notice to the Mortgagor, to conduct any and all environmental testing deemed appropriate by the Mortgagee in its sole discretion. The environmental testing shall be accomplished by whatever means the Mortgagee may deem appropriate, including the taking of soil samples and the installation of ground water monitoring wells or other intrusive environmental tests. The Mortgagor shall provide the Mortgagee (and the Mortgagee's employees, agents and consultants) reasonable rights of access to the Property as well as such information about the Property and the past or present conduct of operations and activities thereon as the Mortgagee shall reasonably request.

11. Events of Default. The occurrence of any of the following events, but only after the expiration of any applicable notice and cure period specifically provided for or referenced below, shall constitute an "Event of Default" hereunder: (a) any Event of Default (as defined in any of the Obligations); (b) any default under any of the Obligations that does not have a defined set of "Events of Default" shall have a thirty (30) days cure period after written notice from the Mortgagee; (c) demand by the Mortgagee under any of the Obligations that have a demand feature; (d) the Mortgagor's failure to perform any of its obligations under this Mortgage or under any Environmental Indemnity Agreement executed and delivered pursuant to Section 9(e); (e) falsity, inaccuracy or material breach by the Mortgagor of any written warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor; (f) an uninsured material loss, theft, damage, or destruction to any of the Property or any lien against or the making of any levy, seizure or attachment of or on the Property; (g) the Mortgagee's failure to have a mortgage lien on the Property with the priority required under Section 1; (h) any indication or evidence received by the Mortgagee that the Mortgagor may have directly or indirectly been engaged in any type of activity which, in the Mortgagee's discretion, might result in the forfeiture of any property of the Mortgagor to any governmental entity, federal, state or local; (i) foreclosure proceedings are instituted against the Property upon any other lien or claim, whether alleged to be superior or junior to the lien of this Mortgage; or (j) the failure by the Mortgagor to pay any Impositions as required under Section 2(c), or to maintain in full force and effect any insurance required under Section 5.

12. Rights and Remedies of Mortgagee. If an Event of Default occurs, the Mortgagee may, at its option and without demand, notice or delay, do one or more of the following:

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(a) The Mortgagee may declare the entire unpaid principal balance of the Obligations, together with all interest thereon, to be due and payable immediately.

(b) The Mortgagee may (i) institute and maintain an action on any instruments evidencing the Obligations or any portion thereof, and (ii) take such other action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, and in each such action the Mortgagee shall be entitled to all costs of suit and attorneys fees.

(c) The Mortgagee shall have the right immediately or at any time thereafter to foreclose the lien of this Mortgage:

(1) Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of Mortgagee, in Mortgagee's sole and absolute discretion, appoint Mortgagee as a mortgagee-in-possession or appoint a receiver of the Property (a "Receiver") pursuant to the Illinois Mortgage Foreclosure Law, as amended (735 ILCS 5/15-1101, *et seq.*) (the "Mortgage Foreclosure Act"). Such appointment may be made either before or after sale, without choice; without regard to the solvency or insolvency, at the time of application for each Receiver, of the person or persons, if any, liable for the payment of the Obligations; without regard to the value of the Property at such time and whether or not the same is then occupied as a homestead; without bond being required of the applicant; and Mortgagee hereunder or any employee or agent thereof may be appointed as such Receiver. Such Receiver shall have all powers and duties prescribed by the Mortgage Foreclosure Act, including the power to take possession, control and care of the Property and to collect all Rents (including, but not limited to, any delinquent Rents) thereof during the pendency of such foreclosure suit and apply all funds received toward the Obligations, and in the event of a sale and a deficiency where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor, its devisees, legatees, administrators, legal representatives, successors or assigns, except for the intervention of such Receiver, would be entitled to collect such Rents and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Property during the whole of any such period. To the extent permitted under any applicable Legal Requirements, such Receiver may take any action permitted to be taken by Mortgagee pursuant to any other Loan Document, extend or modify any then existing Leases and make new leases of the Property or any part thereof, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Loan, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons and other parties whose interests in the Property are subject to the lien hereof, and upon the purchaser or purchasers at any such foreclosure sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser or at any time thereafter.

(2) The court may, from time to time, authorize said Receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the Receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Obligations, including without limitation the following, in such order of application as the Mortgagee may, in its sole and absolute discretion, elect: (i) amounts due upon the Note and any other Loan Documents; (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage; (iii) costs and expenses incurred by the Mortgagee, including costs and expenses of foreclosure and litigation upon the Property; (iv) insurance premiums, repairs, Impositions, and interest, penalties and costs, in connection with the Property; (v) any other encumbrance or lien upon the Property that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same; and (vi) all costs, expenses, and monies advanced by the Mortgagee to cure or attempt to cure any default by the Mortgagor in the performance of any obligation or condition contained in any of the other Loan Documents or this Mortgage or otherwise, to

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protect the security hereof provided herein, or in any of the other Loan Documents, with interest on such sums advanced at the Default Rate (as defined in the Note). The excess of the proceeds of sale, if any, shall then be paid to the Mortgagor (or such other person or party as is applicable in accordance with applicable Legal Requirements).

(3) This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Property, as the Mortgagee may elect, until all of the Property has been foreclosed against and sold. As part of the foreclosure, the Mortgagee in its sole discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Property, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, parcels, or units, as the Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable Legal Requirements. Upon the completion of any such sale or sales, the Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers of the property so sold, in accordance with any applicable Legal Requirements, and the Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of the Mortgagor, in its name and stead, which appointment is coupled with an interest, to make all necessary transfers of property thus sold, and for that purpose the Mortgagee may execute and deliver, for and in the name of the Mortgagor, all necessary instruments of assignment and transfer, the Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof.

(4) In the case of any sale of the Property pursuant to any judgment or decree of any court at public auction or otherwise, the Mortgagee may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Note and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security interest, including court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor, with interest on such sums advanced at the Default Rate.

(d) The Mortgagee may, in its sole and absolute discretion, whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale of the Property or during any period of redemption, without regard to waste, adequacy of the security or solvency of the Mortgagor revoke the privilege granted the Mortgagor hereunder to collect the Rents, and may, at its option, without notice: (i) enter and take actual possession of the Property, the Rents and the Leases or any part thereof personally, or by its agents or attorneys, and exclude Mortgagor therefrom; (ii) enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Property, the Rents, and the Leases and conduct the business, if any, thereof (including entering into new leases of the Property, or any part thereof, under such terms and conditions as the Mortgagee, in its sole and absolute discretion, may elect) either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents and the Leases (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Property that, in its reasonable discretion, may seem appropriate; (vii) insure and reinsure the Property for all risks incidental to the Mortgagee's possession, operation and management thereof; (viii) perform such other acts in connection with the management and operation of the Property,

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as the Mortgagee in its sole discretion may deem necessary or desirable, (ix) collect any or all of the Rents, including any Rents past due and unpaid, (x) perform any obligation or exercise any right or remedy of the Mortgagor under any Lease, or (xi) enforce any obligation of any tenant of any of the Property. The Mortgagee may exercise any right under this Section 12(d), whether or not the Mortgagee shall have entered into possession of any of the Property, and nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession", unless the Mortgagee shall have entered into and shall continue to be in actual possession of the Property. The Mortgagor hereby authorizes and directs each and every present and future tenant of any of the Property to pay all Rents directly to the Mortgagee and to perform all other obligations of that tenant for the direct benefit of the Mortgagee, as if the Mortgagee were the landlord under the Lease with that tenant, immediately upon receipt of a demand by the Mortgagee to make such payment or perform such obligations. The Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents or performance of obligations to the Mortgagee, and any such payment or performance to the Mortgagee shall discharge the obligations of the tenant to make such payment or performance to the Mortgagor.

(e) The Mortgagor hereby grants the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein and in every other Loan Document, at any and all times after any Event of Default without notice to Mortgagor or any other person or other party. Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may, in its sole and absolute discretion, determine: (i) to the payment of the operating expenses of the Property, including the cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (ii) to the payment of Impositions, costs, expenses, and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Property, and of placing the Property in such condition as will, in the judgment of Mortgagee, make it readily rentable or saleable; (iii) to the payment of any Obligations; and (iv) to the payment of any other cost or expense required or permitted hereunder.

(f) The exercise of any of the Mortgagee's rights pursuant to Section 12, the taking possession by the Mortgagee as a mortgagee-in-possession, the appointment of a Receiver, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any Event of Default or waive, modify or affect notice of default hereunder or invalidate any act done pursuant to said notice, nor in any way operate to prevent the Mortgagee from pursuing any remedy which now or hereafter it may have under the terms and conditions of this Mortgage, the other Loan Documents, or any other instruments securing the same. The rights and powers of the Mortgagee hereunder shall remain in full force and effect both prior to and after any foreclosure of this Mortgage and any sale pursuant thereto and until expiration of the period of redemption for said sale. The purchaser at any foreclosure sale, including the Mortgagee, shall have the right at any time and without limitation, to advance money to any Receiver to pay any part or all of the items which the Receiver would otherwise be authorized to pay if cash were available from the Property and the sum so advanced, with interest at the Default Rate, shall be a part of the sum required to be paid to redeem from any foreclosure sale.

(g) The Mortgagee may exercise from time to time any rights, powers and remedies available to it under the applicable UCC and as may be provided in this Mortgage and any other Loan Document. The Mortgagor shall, promptly upon request by the Mortgagee, assemble the Property other than the Land and Improvements ("Other Collateral") and make it available to Mortgagee at such place or places, as Mortgagee shall designate. Any notification of intended disposition required by any Legal Requirement or with respect to any Other Collateral shall be deemed reasonably and properly given if

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given at least ten (10) days before such disposition. Without limiting the generality of the preceding sentences of this Section 12(g), the Mortgagee may, with respect to so much of the Other Collateral as is personal property under applicable Legal Requirements, to the fullest extent permitted by applicable Legal Requirements, without further notice, advertisement, hearing or process of law of any kind: (i) notify any person or other party obligated on the Other Collateral to perform directly for Mortgagee its obligations thereunder; (ii) enforce collection of any of the Other Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto; (iii) endorse any checks, drafts or other writings in the name of the Mortgagor to allow collection of the Other Collateral; (iv) take control of any proceeds of the Other Collateral; (v) enter upon any Property where any of the Other Collateral may be located and take possession of and remove such Other Collateral; (vi) sell any or all of the Other Collateral, free of all rights and claims of the Mortgagor therein and thereto, at any public or private sale; and (vii) bid for and purchase any or all of the Other Collateral at any such sale. Any proceeds of any disposition by the Mortgagee of any of the Other Collateral may be applied by the Mortgagee to the payment of expenses in connection with the Other Collateral, including attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by the Mortgagee toward the payment of such of the Obligations and in such order of application determined by the Mortgagee, and any excess shall be paid to Mortgagor or other secured parties, as their interests may appear. The Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest and notice of protest in connection with the Note and other Loan Documents and, to the fullest extent permitted by applicable Legal Requirements, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by Mortgagee of any of its rights and remedies hereunder. The Mortgagor hereby appoints the Mortgagee its attorney-in-fact with full power of substitution to take possession of the Other Collateral upon any Event of Default and, as the Mortgagee in its sole discretion deems necessary or proper, to execute and deliver all instruments required by the Mortgagee to accomplish the disposition of the Other Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Obligations are outstanding.

(h) It is the intention of the parties that this Mortgage shall confer upon the Mortgagee the fullest rights, remedies and benefits available under applicable Legal Requirements. **The Mortgagee may take any of the actions referred to in this Section 12 irrespective of and without regard to the adequacy of the security for the Obligations.**

(i) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Mortgage Foreclosure Act, the provision of the Mortgage Foreclosure Act shall take precedence over the provision 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 Act. The Mortgagor and the Mortgagee shall have the benefit of all of the provisions of the Mortgage Foreclosure Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Mortgage Foreclosure Act which is specifically referred to herein may be repealed, the Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference. If any provision of this Mortgage shall grant to the Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in the Mortgagee under the Mortgage Foreclosure Act in the absence of said provision, the Mortgagee shall be vested with the rights granted in the Mortgage Foreclosure Act to the full extent permitted by the applicable Legal Requirements.

13. Application of Proceeds. The Mortgagee shall apply the proceeds of any foreclosure sale of, or other disposition or realization upon, or Rents or profits from, the Property to satisfy the Obligations in such order of application as the Mortgagee shall determine in its exclusive discretion.

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14. **Mortgagee's Right to Protect Security.** The Mortgagee is hereby authorized to do any one or more of the following, irrespective of whether an Event of Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the Mortgagee's rights or powers hereunder; (b) purchase such insurance policies covering the Property as it may elect if the Mortgagor fails to maintain the insurance coverage required hereunder; and (c) take such action as the Mortgagee may determine to pay, perform or comply with any Impositions or Legal Requirements, to cure any Events of Default and to protect its security in the Property. In addition, Mortgagee, at Mortgagor's sole cost and expense, shall have the right to obtain such appraisals of the Property as Mortgagee shall deem appropriate; provided, however, that as long as no Event of Default has occurred, Mortgagee shall not obtain appraisals of the Property more frequently than one (1) time per calendar year.

15. **Appointment of Mortgagee as Attorney-in-Fact.** The Mortgagee, or any of its officers, is hereby irrevocably appointed attorney-in-fact for the Mortgagor (without requiring any of them to act as such), such appointment being coupled with an interest, to do any or all of the following: (a) collect the Rents after the occurrence of an Event of Default; (b) settle for, collect and receive any awards payable under Section 8 from the authorities making the same; and (c) execute, deliver and file, at the Mortgagor's sole cost and expense such financing, continuation or amendment statements and other instruments as the Mortgagee may require in order to perfect, protect and maintain its security interest under the UCC on any portion of the Property.

16. **Certain Waivers.**

(a) The Mortgagor hereby waives and releases all benefit that might accrue to the Mortgagor by virtue of any present or future law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment or any rights of marshalling in the event of any sale hereunder of the Property, and, unless specifically required herein, all notices of the Mortgagor's default or of the Mortgagee's election to exercise, or the Mortgagee's actual exercise of any option under this Mortgage or any other Loan Document.

(b) The Mortgagor voluntarily and knowingly hereby acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate or residential real estate (each as defined in the Mortgage Foreclosure Act). The Mortgagor, on behalf of itself and all persons or other parties now or hereafter interested in the Property or the Other Collateral, to the fullest extent permitted by applicable Legal Requirements hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Obligations secured by this Mortgage, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Property. Without limiting the generality of the preceding sentence, the Mortgagor, on its own behalf and on behalf of each and every person or other party acquiring any interest in or title to the Property subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Without limiting the foregoing, the Mortgagor, on its own behalf and on behalf of each and every person or other party acquiring any interest in or title to the Property subsequent to the date of this Mortgage, hereby irrevocably waives pursuant to 735 ILCS 5/15 1601 et seq. of the Mortgage Foreclosure Act any and all rights of reinstatement (including, without limitation, all rights of reinstatement provided for in 735 ILCS 5/15 1602) or redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage (including, without limitation, all rights of redemption provided for in 735 ILCS 5/12 122 et seq. and 735 ILCS 5/15 1603) or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. The Mortgagor hereby

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expressly waives and releases all rights to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Property and/or any other property now or hereafter constituting security for any of the Obligations marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

17. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this Section.

18. **Further Acts.** By its signature hereon, the Mortgagor hereby irrevocably authorizes the Mortgagee to execute (on behalf of the Mortgagor) and file against the Mortgagor one or more financing, continuation or amendment statements pursuant to the UCC in form satisfactory to the Mortgagee, and the Mortgagor will pay the cost of preparing and filing the same in all jurisdictions in which such filing is deemed by the Mortgagee to be necessary or desirable in order to perfect, preserve and protect its security interests. If required by the Mortgagee, the Mortgagor will execute all documentation necessary for the Mortgagee to obtain and maintain perfection of its security interests in the Property. The Mortgagor will, at the cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as the Mortgagee shall, from time to time, require for the better assuring, conveying, assigning, transferring or confirming unto the Mortgagee the property and rights hereby mortgaged, or which Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intent of or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage. The Mortgagor grants to the Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to the Mortgagee under the Note, this Mortgage, the other Loan Documents, at law or in equity, including, without limitation, the rights and remedies described in this paragraph.

19. **Changes in the Laws Regarding Taxation.** If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Obligations from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Mortgagor or the Mortgagee's interest in the Property, the Mortgagor will pay such tax, with interest and penalties thereon, if any. If the Mortgagee determines that the payment of such tax or interest and penalties by the Mortgagor would be unlawful or taxable to the Mortgagee or unenforceable or provide the basis for a defense of usury, then the Mortgagee shall have the option, by written notice of not less than ninety (90) days, to declare the entire Obligations immediately due and payable.

20. **Documentary Stamps.** If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note or this Mortgage, or impose any other tax or charge on the same, the Mortgagor will pay for the same, with interest and penalties thereon, if any.

21. **Preservation of Rights.** No delay or omission on the Mortgagee's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Mortgagee's action or inaction impair any such right or power. The Mortgagee's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Mortgagee may have under other agreements, at law or in equity.

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22. **Illegality.** If any provision contained in this Mortgage should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Mortgage.

23. **Credit Agreements Act; Changes in Writing.** The Mortgagor expressly agrees that for purposes of this Mortgage and the other Loan Documents: (i) this Mortgage and the other Loan Documents shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1, *et seq.* (the "Credit Agreement Act"); (ii) the Credit Agreement Act applies to this transaction including, but not limited to, the execution of this Mortgage and the Note; and (iii) any action on or in any way related to this Mortgage and each other Loan Document shall be governed by the Credit Agreement Act. No modification, amendment or waiver of, or consent to any departure by the Mortgagor from, any provision of this Mortgage will be effective unless made in a writing signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Mortgagor will entitle the Mortgagor to any other or further notice or demand in the same or similar or other circumstance.

24. **Entire Agreement.** This Mortgage (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

25. **Survival; Successors and Assigns.** This Mortgage will be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Mortgagor may not assign this Mortgage in whole or in part without the Mortgagee's prior written consent and the Mortgagee at any time may assign this Mortgage in whole or in part; and provided, further, that the rights and benefits under the Paragraphs entitled "Environmental Matters", "Inspection of Property" and "Indemnity" shall also inure to the benefit of any persons or entities who acquire title or ownership of the Property from or through the Mortgagee or through action of the Mortgagee (including a foreclosure, sheriff's or judicial sale). The provisions of Paragraphs entitled "Environmental Matters", "Inspection of Property" and "Indemnity" shall survive the termination, satisfaction or release of this Mortgage, the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure.

26. **Interpretation.** In this Mortgage, unless the Mortgagee and the Mortgagor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or"; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Mortgage; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Mortgage. Section headings in this Mortgage are included for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose. If this Mortgage is executed by more than one party as Mortgagor, the obligations of such persons or entities will be joint and several.

27. **Indemnity.** The Mortgagor agrees to indemnify each of the Mortgagee, each legal entity, if any, who controls, is controlled by or is under common control with the Mortgagee and each of their respective directors, officers, employees and agents (the "Indemnified Parties"), and to defend and hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur, or which may be asserted against any Indemnified Party by any person, entity or governmental

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authority (including any person or entity claiming derivatively on behalf of the Mortgagor), in connection with or arising out of or relating to the matters referred to in this Mortgage or in the other Loan Documents, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Mortgagor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Mortgage, payment of any Obligations and assignment of any rights hereunder. The Mortgagor may participate at its expense in the defense of any such action or claim.

28. **No Merger.** It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Property, it is hereby understood and agreed that should Mortgagee acquire an additional or other interests in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee 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, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

29. **Fixture Filing.** This Mortgage, to the extent that it conveys or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement under the UCC, with the Mortgagor, as debtor and the Mortgagee, as secured party, as in effect in the state in which the Land is located, and this Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Land is located with respect to any and all fixtures included within the term "Collateral" as used herein and with respect to any equipment or other personal property that may now be or hereafter become such fixtures. The information required for a sufficient fixture filing financing statement pursuant to Section 9-502 of the UCC is as follows:

Debtor's legal name:	Bone Enterprises
Type of legal entity (Corp, LLC, etc.):	general partnership
Mailing address:	1950 North Maragansett Avenue Chicago, Illinois 60639

Organizational identification number:	N/A
State of Organization of Debtor:	Illinois

Name of Secured Party:	Cole Taylor Bank
Mailing address:	9550 West Higgins Road Rosemont, Illinois 60018

Description of the collateral:	All "Collateral" defined in this Mortgage
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Description of real estate to which the collateral is attached or upon which it is or will be located:	The Land described on Exhibit A hereto
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30. **Governing Law and Jurisdiction.** This Mortgage has been delivered to and accepted by the Mortgagee and will be deemed to be made in the State where the Mortgagee's office indicated above

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is located. **THIS MORTGAGE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE MORTGAGEE'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED (IF DIFFERENT FROM THE STATE WHERE SUCH OFFICE OF THE MORTGAGEE IS LOCATED) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON THE PROPERTY OR ANY INTEREST THEREIN.** The Mortgagor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for the county or judicial district where the Mortgagee's office indicated above is located; provided that nothing contained in this Mortgage will prevent the Mortgagee from bringing any action, enforcing any award or judgment or exercising any rights against the Mortgagor individually, against any security or against any property of the Mortgagor within any other county, state or other foreign or domestic jurisdiction. The Mortgagee and the Mortgagor agree that the venue provided above is the most convenient forum for both the Mortgagee and the Mortgagor. The Mortgagor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Mortgage.

31. **Authorization to Obtain Credit Reports.** By signing below, each Mortgagor who is an individual provides written authorization to the Mortgagee or its designee (and any assignee or potential assignee hereof) authorizing review of the Mortgagor's personal credit profile from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile in considering the Obligations and/or this Mortgage and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account.

32. **Change in Name or Locations** The Mortgagor hereby agrees that if the location of any of the Property changes from the Land or its chief executive office, or if the Mortgagor changes its name, its type of organization, its state of organization (if Mortgagor is a registered organization), its principal residence (if Mortgagor is an individual), its chief executive office (if Mortgagor is a general partnership or non-registered organization) or establishes a name in which it may do business that is not the current name of the Mortgagor, the Mortgagor will immediately notify the Mortgagee in writing of the additions or changes.

33. **First Loan Documents.** It is understood that this Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing is subject and subordinate to the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of January 14, 2013, held by Cole Taylor Bank (the "First Mortgage"), which secures those Obligations more particularly described in the First Mortgage. All obligations of Mortgagor under this Mortgage, all provisions of this Mortgage, and all rights of Mortgagee under this Mortgage are subject to and subordinate to the obligations, provisions and rights under the First Mortgage.

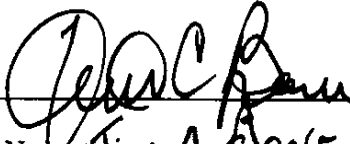
34. **WAIVER OF JURY TRIAL.** **THE MORTGAGOR IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS MORTGAGE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS MORTGAGE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

The Mortgagor acknowledges that it has read and understood all the provisions of this Mortgage, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

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WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

BONE ENTERPRISES

By: 
Print Name: Jim C. Bone
Title: Partner

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ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) ss:

On this, the 26th day of February, 2013, before me, a Notary Public, the undersigned officer, personally appeared John C. Bone, who acknowledged himself/herself to be the Partner of BONE ENTERPRISES, an Illinois general partnership, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

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

Patricia A. O'Keefe
 Notary Public

My commission expires:



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EXHIBIT A

Legal Description

PARCEL 1:

A PARCEL OF LAND CONSISTING OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF EACH OF LOTS 1 TO 6 INCLUSIVE, IN BLOCK 9 AND A PART OF VACATED WEST ARMITAGE AVENUE AND OF VACATED NORTH NAGLE AVENUE ADJOINING SAID BLOCK 9, ALL IN A. GALE'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF BLOCK 8 IN A. GALE'S SUBDIVISION AFORESAID AT A POINT WHICH IS 419.70 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID BLOCK 8, SAID POINT BEING AT THE NORTHEAST CORNER OF PROPERTY CONVEYED BY DEED DATED JULY 21, 1955 AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON JULY 28, 1955 AS DOCUMENT NUMBER 15681069 AND RUNNING THENCE NORTHWESTWARDLY ALONG THE NORTHERLY LINE OF THE PROPERTY SO CONVEYED, A DISTANCE OF 133.50 FEET TO A POINT OF CURVE WHICH IS 432.61 FEET MORE OR LESS NORTH FROM THE SOUTH LINE OF SAID BLOCK 8, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1960.88 FEET AND BEING TANGENT TO SAID LAST DESCRIBED COURSE) A DISTANCE OF 266.04 FEET TO A POINT OF BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID HEREINAFTER DESCRIBED PARCEL OF LAND WHICH POINT OF BEGINNING IS 476.24 FEET MORE OR LESS NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8, THENCE CONTINUING NORTHWESTWARDLY ALONG AN ARC OF SAID LAST DESCRIBED CIRCLE A DISTANCE OF 298.52 FEET TO A POINT 566.88 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 9, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE A STRAIGHT LINE) A DISTANCE OF 800 FEET TO A POINT 598.04 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 9, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 13,257 FEET) A DISTANCE OF 207.81 FEET TO A POINT 690.74 FEET NORTH FROM THE SOUTH LINE OF BLOCK 10 IN SAID A. GALE'S SUBDIVISION, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 769.02 FEET) A DISTANCE OF 20.23 FEET TO A POINT 700.93 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 10, THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE NORMAL TO SAID LAST DESCRIBED ARC, A DISTANCE OF 120.98 FEET TO A POINT, WHICH IS 895.98 FEET MEASURED PERPENDICULARLY WEST FROM A NORTHWARD EXTENSION OF THE EAST LINE OF SAID BLOCK 8, THENCE SOUTH EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 116.83 FEET TO A POINT WHICH IS 760.68 FEET, MEASURED PERPENDICULARLY NORTH FROM THE SOUTH LINE OF SAID BLOCK 9, THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS 2371.39 FEET A DISTANCE OF 273.30 FEET TO A POINT WHICH IS 657.06 FEET MEASURED PERPENDICULARLY NORTH FROM THE SOUTH LINE OF SAID BLOCK 9 AND WHICH IS ALSO THE MOST WESTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY DEED DATED OCTOBER 11, 1961 AND

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RECORDED IN SAID RECORDER'S OFFICE ON OCTOBER 16, 1961 AS DOCUMENT NUMBER 18303114 THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE BEING A SOUTHERLY LINE OF THE PARCEL OF LAND SO CONVEYED A DISTANCE OF 184.00 FEET TO A POINT WHICH IS 366.50 FEET MEASURED PERPENDICULARLY WEST FROM THE EAST LINE OF SAID BLOCK 8, THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, BEING A WESTERLY LINE OF SAID LAST MENTIONED PARCEL OF LAND, A DISTANCE OF 117.14 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 2:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF EACH OF LOTS 1 TO 7 INCLUSIVE IN BLOCK 8; AND A PART OF VACATED WEST ARMITAGE AVENUE AND OF VACATED NORTH NAGLE AVENUE AND ADJOINING SAID BLOCK 8, ALL IN A GALE'S SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 8 WHICH IS 419.70 FEET NORTH FROM THE SOUTHEAST CORNER THEREOF, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DEED DATED JULY 21, 1953 AND RECORDED JULY 23, 1953 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 15681069 AND RUNNING THENCE NORTHWESTWARDLY ALONG THE NORTHERLY LINE OF SAID TRACT OF LAND SO CONVEYED, A DISTANCE OF 133.50 FEET TO A POINT OF CURVE, SAID POINT OF CURVE BEING 432.61 FEET MORE OR LESS NORTH FROM THE SOUTH LINE OF SAID BLOCK 8; THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY LINE OF A TRACT OF LAND SO CONVEYED BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1960.88 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 266.04 FEET TO A POINT WHICH IS 476.24 FEET MORE OR LESS NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8; THENCE NORTHWARDLY ALONG A STRAIGHT LINE NORMAL TO SAID LAST DESCRIBED ARC A DISTANCE OF 117.14 FEET TO A POINT 366.50 FEET MEASURED PERPENDICULARLY WEST FROM THE EAST LINE OF SAID BLOCK 8; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 134 FEET TO A POINT 657.06 FEET MEASURED PERPENDICULARLY NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 2302.01 FEET, A DISTANCE OF 550.26 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 8 WHICH IS 549.64 FEET NORTH FROM SAID SOUTHEAST CORNER THEREOF AND THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 8, A DISTANCE OF 129.94 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 WHICH IS 800.10 FEET NORTH OF THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 WITH THE SOUTH LINE

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EXTENDED WEST OF BLOCK 10 OF A. GALE'S SUBDIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTHEASTERLY ON AN ARC CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 769.02 FEET A DISTANCE OF 190.48 FEET TO A POINT; THE TANGENT OF SAID ARC AT ITS POINT OF BEGINNING MAKES AN ANGLE WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF NORTHEAST 1/4 OF 86 DEGREES 13 MINUTES IN THE SOUTHEAST QUADRANT, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: THENCE CONTINUING EASTERLY ON SAID DESCRIBED CURVE, HAVING A RADIUS OF 769.02 FEET, AN ARC LENGTH OF 182.02 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1332.57 FEET, AN ARC LENGTH OF 88.06 FEET; THENCE SOUTH ALONG A LINE THAT FORMS AN ANGLE OF 119 DEGREES 35 MINUTES 49 SECONDS TO THE LEFT OF THE CHORD LINE OF THE LAST DESCRIBED CURVE AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 246.62 FEET TO A POINT THAT IS 401.77 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 33 MINUTES 18 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, BEING ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 10, 220.0 FEET TO A POINT THAT IS 208.0 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 26 MINUTES 42 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, BEING ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 236.20 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 348.55 FEET AND AN ARC LENGTH OF 85.78 FEET TO A POINT OF TANGENCY; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED CURVE, 44.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT IN FAVOR OF PARCEL 3 AS CREATED BY GRANT OF EASEMENT AGREEMENT MADE BY COBRA ELECTRONICS CORPORATION, A DELAWARE CORPORATION AND BETWEEN JIM, JACK AND CLAY BONE E.C.A., AN ILLINOIS GENERAL PARTNERSHIP, RECORDED APRIL 6, 2005 AS DOCUMENT NUMBER 0509602405, FOR INGRESS AND EGRESS OVER THE FOLLOWING TRACT OF LAND:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 401.77 FEET NORTH OF THE SOUTH LINE OF BLOCK 10 IN A. GALE'S SUBDIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 31, AND 33.0 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 10, 278.0 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 24.0 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF BLOCK 10, 277.81 FEET TO A POINT THAT IS 33.0 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE 24.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 5:

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EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN WARRANTY DEED FROM CHICAGO, MILWAUKEE ST. PAUL AND PACIFIC RAILROAD COMPANY TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 27588 DATED OCTOBER 11, 1961 AND RECORDED OCTOBER 16, 1961 AS DOCUMENT NUMBER 18303114 AND AS CREATED BY DEED FROM CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY TO RADIO STEEL AND MFG. COMPANY, A CORPORATION OF ILLINOIS, DATED AUGUST 14, 1969 AND RECORDED AUGUST 29, 1969 AS DOCUMENT NUMBER 20945152 FOR INGRESS AND EGRESS OVER THE LAND DESCRIBED AS FOLLOWS:

A STRIP OF LAND 18 FEET WIDE ACROSS LOTS 1 TO 7 INCLUSIVE AND ACROSS A PART OF VACATED NORTH NAGLE AVENUE ADJOINING SAID LOT 7, IN BLOCK 8 IN A. GALE'S SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 8 WHICH IS 419.70 FEET NORTH FROM THE SOUTHEAST CORNER THEREOF, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DEED DATED JULY 21, 1953 AND RECORDED ON JULY 28, 1953 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 15681069 AND RUNNING THENCE NORTHWESTWARDLY ALONG THE NORTHERLY LINE OF THE STRIP OF LAND SO CONVEYED, A DISTANCE OF 133.50 FEET TO A POINT OF CURVE SAID POINT OF CURVE BEING 432.61 FEET MORE OR LESS, NORTH FROM THE SOUTH LINE OF SAID BLOCK 8, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY LINE OF THE TRACT OF LAND, SO CONVEYED BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 1960.88 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 266.04 FEET TO A POINT WHICH IS 476.24 FEET MORE OR LESS NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8, THENCE NORTHWARDLY ALONG A STRAIGHT LINE NORMAL TO SAID LAST DESCRIBED ARC, A DISTANCE OF 18 FEET, THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 1942.88 FEET AND BEING 18 FEET NORTHEASTERLY FROM AND CONCENTRIC WITH SAID FIRST DESCRIBED ARC, A DISTANCE OF 263.60 FEET THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED ARC AND 18 FEET NORTHERLY FROM THE FIRST HEREIN DESCRIBED COURSE, A DISTANCE OF 131.58 FEET TO THE EAST LINE OF SAID BLOCK 8 AND THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 8, A DISTANCE OF 18.10 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

Common Address: 1950 North Narragansett Avenue
Chicago, Illinois 60639

PINS: 13-31-205-041-0000
13-31-205-048-0000
13-31-205-053-0000
13-31-425-008-0000
13-31-425-010-0000
13-31-425-013-0000

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EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes not yet due and payable.
2. GRANT OF EASEMENT MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 27588 AND MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 1939, TO PEOPLES GAS, LIGHT AND COKE COMPANY TO CONSTRUCT, RECONSTRUCT, RENEW, REPLACE, OPERATE, MAINTAIN, INSPECT, ALTER, REPAIR AND REMOVE A GAS MAIN OR PIPES AND OTHER SUCH EQUIPMENT OVER, UNDER, THROUGH, ALONG AND ACROSS THE SOUTH 10 FEET OF PARCEL 5, DATED OCTOBER 15, 1973 AND RECORDED NOVEMBER 2, 1973 AS DOCUMENT 22532781. (AFFECTS PARCEL 5).
3. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENTS DESCRIBED AS PARCELS 4 & 5 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENTS.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENTS.
4. PERPETUAL EASEMENT FOR ROADWAY PURPOSES OVER THE SOUTH 18 FEET OF THE LAND AS RESERVED IN WARRANTY DEED RECORDED OCTOBER 16, 1961 AS DOCUMENT 18303114. (PARCEL 2).
5. GRANT OF EASEMENT DATED FEBRUARY 9, 1962 AND RECORDED MARCH 14, 1962 AS DOCUMENT 18423755 MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1961 AND KNOWN AS TRUST NUMBER 27588 TO THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, ITS GRANTEEES, LESSEES, LICENSEES, SUCCESSORS AND ASSIGNS, A PERPETUAL RIGHT, EASEMENT, PERMISSION AND AUTHORITY TO CONSTRUCT, OPERATE, USE, MAINTAIN, REPAIR, REPLACE, RELOCATE, RENEW AND REMOVE POLES, CROSSARMS, WIRES, CABLES, CONDUITS AND OTHER OVERHEAD AND UNDERGROUND EQUIPMENT, OR BOTH, FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY, IN, UNDER, OVER, ACROSS AND ALONG CERTAIN STRIPS OR PARCELS OF LAND SHOWN SHADED ON THE PLAT ATTACHED, TO SAID GRANT MARKED EXHIBIT 'A' TOGETHER, WITH THE RIGHT OF INGRESS AND EGRESS. (AFFECTS THE NORTH 10 OF THE SOUTH 18 FEET OF PARCEL 2.).
6. NOTE: THE FOLLOWING ITEM, WHILE APPEARING ON THIS COMMITMENT/POLICY, IS PROVIDED SOLELY FOR YOUR INFORMATION. THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT(S) FOR TRANSFER OF REAL PROPERTY APPEAR OF RECORD WHICH INCLUDE A DESCRIPTION OF THE LAND INSURED OR A PART THEREOF: DOCUMENT NUMBER: 92858616 DATE OF RECORDING: NOVEMBER 16, 1992 (PARCEL 3).
7. COVENANTS, RESTRICTIONS, RESERVATIONS AND EASEMENTS, (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), AS SET FORTH IN DEEDS FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 5, 1962 AND KNOWN AS TRUST NUMBER 14313, TO THE FOLLOWING PARTIES:
 - (A) BECKLEY-CARDY COMPANY, RECORDED JULY 29, 1953 AS DOCUMENT 15681648;
 - (B) UNITED STATES PLYWOOD CORPORATION, RECORDED JULY 30, 1953 AS DOCUMENT 15682683;
 - (C) WESTINGHOUSE ELECTRIC SUPPLY COMPANY, RECORDED SEPTEMBER 15, 1953 AS DOCUMENT 15719580; AND
 - (D) WHITE CAP COMPANY, RECORDED SEPTEMBER 30, 1954 AS DOCUMENT 16030799. (PARCEL 3).
8. RESERVATION OF AN EASEMENT TO ITSELF AND OWNERS AND MORTGAGORS, ETC., OF PARCEL C IN PLAT OF SURVEY REFERRED TO AS "JULY PLAT" BEING DATED JULY 27, 1953 AND RECORDED JULY 29, 1953 AS DOCUMENT 15681648, FOR THE BENEFIT OF PARCEL C FOR RAILROAD SPUR TRACK PURPOSES AND FOR SWITCH CONNECTIONS FOR RAILROAD INDUSTRIAL SIDE-TRACKS OVER THE REAL ESTATE DESCRIBED AS EASEMENT NO. 10 ON PLAT OF SURVEY MADE BY EMMET KENNEDY DATED AUGUST 25, 1951 AND RECORDED SEPTEMBER 15, 1953 AS DOCUMENT 15719579, AND REFERRED TO AS "AUGUST PLAT" AND AN EASEMENT OVER THE LAND DESCRIBED AS EASEMENT NO. 10 AFORESAID, FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND USE OF A RAILROAD INDUSTRIAL SIDE TRACK, AND SWITCH, LEADING INTO PARCEL 6, AS RESERVED IN THE DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 14313, TO WESTINGHOUSE ELECTRIC SUPPLY COMPANY, A CORPORATION OF DELAWARE, DATED SEPTEMBER 14, 1953 AND RECORDED SEPTEMBER 15, 1953 AS DOCUMENT 15719580.
 - (A) GRANT OF AN EASEMENT FOR THE BENEFIT OF THE OWNERS AND MORTGAGORS, ETC., OF PARCEL B, FOR THE CONSTRUCTION, OPERATION, REPAIR AND USE OF RAILROAD SPUR TRACK AND SWITCH ON AND OVER THE REAL ESTATE DESCRIBED AS EASEMENT NO. 9 ON PLAT OF SURVEY MADE BY EMMET KENNEDY DATED JULY 27, 1953 AND RECORDED JULY 29, 1953 AS DOCUMENT 15681648, KNOWN AS "JULY PLAT" AS GRANTED IN DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE

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UNDER TRUST NUMBER 14313, TO UNITED STATES PLYWOOD CORPORATION OF NEW YORK, DATED JULY 29, 1953 AND RECORDED JULY 30, 1953 AS DOCUMENT 15682683.

NOTED: BY DOCUMENT 15719578 THE GRANTEEES IN THE TWO DEEDS REFERRED TO ABOVE RELEASED THE EASEMENT REFERRED TO IN SAID DEEDS AS TO A PART OF THE ABOVE LAND FALLING WITHIN EASEMENT NO. 9 ABOVE.

NOTE: SAID EASEMENT ALSO REFERRED TO IN SUBSEQUENT INSTRUMENTS; DEED RECORDED AUGUST 23, 1955 AS DOCUMENT 16340864 AND DEED IN TRUST RECORDED AUGUST 23, 1955 AS DOCUMENT 16340865; RELEASE RECORDED DECEMBER 27, 1951 AS DOCUMENT 17097495 AND IN THE WARRANTY DEED RECORDED AUGUST 22, 1961 AS DOCUMENT 18254472. (PARCEL 3)

9. RIGHTS OF WAY FOR RAILROAD SWITCH AND SPUR TRACKS, AS DISCLOSED BY SURVEY MADE BY GENTILE AND ASSOCIATES, INC. DATED JANUARY 17, 2013, AND DESIGNATED JOB NO. 13-20276.

10. Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of January 14, 2013, held by Cole Taylor Bank.

Property of Cook County Clerk's Office