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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/15/2013 11:54 AM Pg: 1 of 33

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> Please Return to Michele Nolan CT Lien Solutions 208 South LaSalle Street Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME HOMAN POWER HOUSE DEVELOPMENT, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS				
3517 W. ARTHINGTON STREET		CITY CHICAGO	STATE IL	POSTAL CODE 60624
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS				
		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CDF SUALLOCATEE I, LLC				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS				
121 N. LASALLE, ROOM 1003		CITY CHICAGO	STATE IL	POSTAL CODE 60602
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE MORTGAGED PROPERTY MORE SPECIFICALLY DEFINED AND DESCRIBED IN THAT CERTAIN MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, DATED JULY 21, 2008, GRANTED BY HOMAN POWER HOUSE DEVELOPMENT, LLC, IN FAVOR OF CDF SUBALLOCATEE I, LLC, ATTACHED HERETO AS SCHEDULE A.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility  Agricultural Lien  Non-UCC Filing

6b. Check only if applicable and check only one box:  Lessee/Lessor  Consignor/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

FILE WITH COOK COUNTY RECORDER 707754819 32 attached pages 05096976-3

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

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## UCC FINANCING STATEMENT ADDENDUM

### FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

HOMAN POWER HOUSE DEVELOPMENT, LLC

OR  
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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10. DEBTOR'S NAME: Provide ( 0a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR  
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY  
CHICAGO

STATE  
IL

POSTAL CODE  
60624

COUNTRY  
USA

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR  
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

FULL ADDRESS OF SECURED PARTY:

c/o CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT, DEVELOPMENT  
SUPPORT SERVICES DIVISION, 121 N. LASALLE, ROOM 1003, CHICAGO, IL 60602

13.  This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

17. MISCELLANEOUS:

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

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## SCHEDULE A

THIS INSTRUMENT WAS PREPARED  
BY AND WHEN RECORDED MAIL TO:

JONATHAN B. JUDKOWITZ  
MAYER BROWN LLP  
700 Louisiana Street, Suite 3400  
Houston, Texas 77002

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(Space above line for Recorder's use only)

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING  
made by

HOMAN POWER HOUSE DEVELOPMENT, LLC  
(Mortgagor)

in favor of

CDF SUBALLOCATEE I, LLC  
(Mortgagee)

Dated: As of July 21, 2008

931 SOUTH HOMAN AVENUE  
CHICAGO, ILLINOIS 60624

NCS-309522

ZoF 5

Property of Cook County Clerk's Office

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## MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made as of the 21st day of July, 2008 by Homan Power House Development, LLC, an Illinois limited liability company having an office at c/o Homan Arthington Management Company, 3517 W. Arthington Street, Chicago, Illinois 60624 ("Mortgagor"), in favor of CDF SUBALLOCATEE I, LLC, having an office at c/o City of Chicago Department of Planning and Development, Development Support Services Division, 121 N LaSalle, Room 1003, Chicago, Illinois 60602 ("Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagor is the fee owner of that certain tract of land located in the County of Cook, State of Illinois and being more fully described in Exhibit A attached hereto (the "Land");

WHEREAS, Mortgagor and Mortgagee are parties to a Construction Loan Agreement of even date herewith (said Construction Loan Agreement, as modified and supplemented and in effect from time to time, being herein called the "Loan Agreement"; and except as otherwise herein expressly provided, all terms defined in the Loan Agreement are being used herein as defined therein), which Loan Agreement provides, among other things, for the Loan to be made by the Mortgagee to Mortgagor in an aggregate principal amount not exceeding \$14,700,000 to be evidenced by, and repayable with interest thereon in accordance with, a \$14,700,000 Promissory Note due July 22, 2038 to be executed and delivered by Mortgagor to the order of Mortgagee (as such promissory note may be modified, amended, restated or extended, the "Note"); and

WHEREAS, it is a condition to the obligation of the Mortgagee to extend credit to Mortgagor pursuant to the Loan Agreement that Mortgagor execute and deliver this Mortgage.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Mortgage by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged,

To secure the payment of an indebtedness in the maximum principal sum of FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$14,700,000), lawful money of the United States of America to be paid with interest according to the Note, and the payment and performance of all other Obligations (defined below) of Mortgagor hereunder, Mortgagor has MORTGAGED, GIVEN, GRANTED, BARGAINED, SOLD, ALIENATED, CONVEYED, CONFIRMED, PLEDGED, ASSIGNED AND HYPOTHECATED and by these presents does MORTGAGE, GIVE, GRANT, BARGAIN, SELL, ALIENATE, CONVEY, CONFIRM, PLEDGE, ASSIGN AND HYPOTHECATE unto Mortgagee all right, title, interest and estate of Mortgagor, now owned, or hereafter acquired, in and to the following property, rights and interests (such property, rights and interests being collectively referred to herein as the "Mortgaged Property"), subject only to the Permitted Encumbrances:

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- (a) the Land;
- (b) any and all buildings, constructions and improvements now or hereafter erected or located in or on the Land or any portion thereof, including all Equipment (defined below) and other articles now or hereafter attached or affixed thereto or located thereon and owned or ground leased by Mortgagor, together with all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof (collectively, the "Improvements"), all of which shall be deemed and construed to be part of the realty;
- (c) all of the estate, right, title, interest, claim or demand of any nature whatsoever of Mortgagor, whether at law or in equity, in possession or expectancy, in and to the Mortgaged Property or any part thereof;
- (d) all easements, streets, rights-of-way, strips and gores of land, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property (including any and all development rights, air rights, signage rights, rights under trackage agreements, mineral, mining, oil and gas rights and rights to produce or share in the production of anything related thereto and similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises (as hereinafter defined) or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and all estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy property, possessions, claims and demands whatsoever, both at law and in equity, of Mortgagor, in and to the Mortgaged Property and every part and parcel thereof, with the appurtenances thereto (collectively, the "Appurtenances"; the Land, the Improvements and the Appurtenances being referred to herein, collectively, as the "Premises");
- (e) all machinery, apparatus, equipment, fittings, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned or leased by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenant thereto, or useable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property, including all such items that do not constitute personal property under the laws of the State of Illinois (herein collectively referred to as the "Equipment"), and the right, title and interest of Mortgagor in and to any of the Equipment that may be subject to any security agreements (as defined in the Uniform Commercial Code of the State of Illinois (the "Uniform Commercial Code")), superior or inferior or pari passu in lien to the lien of this Mortgage;
- (f) all awards or payments, including interest thereon, and the right to receive the same, which may heretofore or hereafter be made with respect to the whole or part of the Mortgaged Property, whether from the exercise of the right of eminent domain (including any proceeding or transfer in lieu of or in anticipation of the exercise of such right), or for any other injury to or decrease in the value of the Mortgaged Property, including any award resulting from

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a change of any streets (whether as to grade, access or otherwise) and any award for severance damages;

(g) all tax refunds, including interest thereon, and tax abatements, and the right to receive the same, which may be payable or available with respect to the Mortgaged Property;

(h) all leasehold estates, leases, ground leases, subleases, licenses, concessionaire agreements, bailments or other agreements affecting the use, enjoyment or occupancy of the Mortgaged Property or any portion thereof now or hereafter existing or entered into (including any use or occupancy arrangements created pursuant to Section 365(d) of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors) in respect of any tenant, subtenant or occupant of any portion of the Mortgaged Property (a "Tenant") and all extensions, amendments and modifications thereto heretofore or hereafter entered into (collectively, the "Leases"), and all right, title and interest of Mortgagor thereunder, including all guaranties thereof;

(i) all rents, issues, profits, royalties, use and occupancy charges (including all oil and gas or other mineral royalties and bonuses), income and other benefits now or hereafter derived from any portion of the Mortgaged Property or the use or occupancy thereof (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any Tenant of any portion of the Mortgaged Property and all claims as a creditor in connection with any of the foregoing) and all cash or security deposits, advance rentals, and all deposits or payments of a similar nature relating thereto (collectively, the "Rents");

(j) all proceeds of and any unearned premiums on any insurance policies that may now or hereafter cover the Mortgaged Property, including the right to receive and apply in accordance with the terms of the Loan Agreement the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Mortgaged Property;

(k) all right, title and interest of Mortgagor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, and other documents, of whatever kind or character, relating to the use, development, construction upon, occupancy, leasing, sale or operation of the Mortgaged Property;

(l) all the fixtures and, to the extent the same constitutes an interest in real property, all of the property described in Exhibit B attached hereto, now owned or hereafter acquired by Mortgagor, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof; and, if the lien and security interest of this Mortgage is subject to any security interest in such property, all right, title and interest of Mortgagor now owned or hereafter arising in and to any and all such property is hereby assigned to Mortgagee, together with the benefits of all deposits and payments now or hereafter made thereon by or on behalf of Mortgagor; and



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(m) the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property, and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property.

**TO HAVE AND TO HOLD** the above granted and described Mortgaged Property unto and to the use and benefit of Mortgagee, and the successors and assigns of Mortgagee, forever,

PROVIDED ALWAYS, that if the principal of and interest on the Notes and all of the other Obligations shall be paid in full according to the terms of the Notes, the Loan Agreement, and the other Loan Documents and Mortgagor shall abide by and comply with each and every covenant contained herein or therein, then this Mortgage and the estate hereby granted shall cease, terminate and become void.

**TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR HEREBY COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:**

## ARTICLE I

### OBLIGATIONS

Section 1.01 Obligations. This Mortgage is executed, acknowledged and delivered by Mortgagor to secure and enforce the following obligations (collectively, the "Obligations");

(a) Payment of the entire unpaid principal amount of the Note, together with all interest accrued and unpaid thereon, and all other amounts that may or shall become due and owing under this Mortgage, the Note, the Loan Agreement, and the other Loan Documents, including all sums advanced pursuant to the terms of this Mortgage to protect and preserve the Mortgaged Property and the lien and security interest hereby created therein at the time and in the manner provided therein for such payment;

(b) Full and prompt performance of every obligation, covenant and agreement of Mortgagor arising under or in connection with this Mortgage, the Note, the Loan Agreement and all other Loan Documents at the time and in the manner provided therein for such performance;

(c) Payment of all other indebtedness and liabilities and performance of all other obligations of Mortgagor to Mortgagee arising pursuant to or in connection with this Mortgage or any other Loan Document; and

(d) All renewals, extensions, amendments, modifications, consolidations and changes of, or substitutions or replacements for, all or any part of the items described under clauses (a) through (c) above.

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## ARTICLE 2

### PARTICULAR COVENANTS AND AGREEMENTS OF MORTGAGOR

Section 2.01 Payment of Secured Obligations. Mortgagor shall pay and perform the Obligations in full in accordance with the terms of the Note, the Loan Agreement and the other Loan Documents.

Section 2.02 Title, etc.

(a) Mortgagor represents and warrants that (i) Mortgagor is lawfully seized and possessed of good, marketable and insurable fee simple title to the Premises and good sufficient and legal title to all other portions of the Mortgaged Property, in each case subject to no Liens (as defined in Section 2.04) other than Permitted Encumbrances, and (ii) it has the full power and lawful authority to grant, bargain, sell, release, convey, warrant, assign, transfer, mortgage, pledge, set over and confirm unto Mortgagee the Mortgaged Property as hereinabove provided.

(b) Mortgagor shall, at Mortgagor's sole cost and expense, preserve Mortgagor's title to the Mortgaged Property and the validity, enforceability and first priority of the lien of this Mortgage (subject to the Permitted Encumbrances) and shall forever warrant and defend the same to Mortgagee against the claims of each and every Person claiming or threatening to claim the same or any part thereof.

(c) If the lien or security interest created by this Mortgage, or the validity, enforceability or priority thereof, or if title or any of the rights of Mortgagor or Mortgagee in or to the Mortgaged Property, shall be endangered or questioned, or shall be attacked directly or indirectly, or if any action or proceeding is instituted against Mortgagor or Mortgagee, Mortgagor will promptly notify Mortgagee thereof and will diligently take such action as may be required to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such action or proceeding, including the employment of counsel, the prosecution or defense of litigation and (subject to Mortgagee's approval, not to be unreasonably withheld or delayed) the release or discharge of any and all adverse claims. Mortgagee shall have the right to appear in and defend any such actions or proceedings (whether or not originally named as a party to such actions or proceedings) and is hereby authorized and empowered (but shall not be obligated) to take such additional steps as it may deem necessary or proper, in the name and on behalf of Mortgagor, for the defense of any such action or proceeding or the protection of the lien, security interest, validity, enforceability or priority of this Mortgage or of such title or rights, including the employment of counsel, the institution, prosecution or defense of litigation, the compromise, release or discharge of such adverse claims, the purchase of any tax title and the removal of such prior liens and security interests.

Section 2.03 Further Assurances; Filing; Re-Filing; etc.

(a) Mortgagor shall execute, acknowledge and deliver, from time to time, such further instruments as may be necessary, or that Mortgagee may reasonably require to accomplish the purposes of this Mortgage.

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(b) Mortgagor, immediately upon the execution and delivery of this Mortgage, and thereafter from time to time, shall cause this Mortgage, any security agreement or mortgage supplemental hereto and each instrument of further assurance to be executed, acknowledged, filed, registered or recorded and refiled, re-registered or re-recorded in such manner and in such places as may be required by Mortgagee or by any present or future law in order to publish notice of and perfect the lien and estate of this Mortgage upon, and security interest in, the Mortgaged Property.

(c) Mortgagor shall pay all filing, registration and recording fees, all re-filing, re-registration and re-recording fees, and all expenses incident to the execution, filing, recording and acknowledgment of this Mortgage, any security agreement or mortgage supplemental hereto and any instrument of further assurance, and all federal, state, county and municipal stamp taxes, mortgage taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing and recording of the Note, this Mortgage, the Loan Agreement or any of the other Loan Documents, any security agreement or mortgage supplemental hereto or any instruments of further assurance.

Section 2.04 Liens. Mortgagor shall not create or suffer to be created any mortgage, deed of trust, lien, pledge, charge, security interest or encumbrance of any kind (each, a "Lien") upon the Mortgaged Property prior to, on a parity with, or subordinate to the lien of this Mortgage, other than Permitted Encumbrances.

Section 2.05 Insurance. Mortgagor shall (or shall cause the Master Tenant pursuant to the terms of the Master Lease to) cause the Mortgaged Property to be insured in the manner and to the extent required by Section 11.3 of the Loan Agreement. In the event Mortgagor fails (or fails to cause Master Tenant) to provide, maintain, keep in force or deliver to Mortgagee the policies of insurance required by the Loan Agreement, Mortgagee may (but has no obligation to) procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor, the amount advanced by Mortgagee with respect to all such premiums will bear interest at the default interest rate specified in the Note ("Default Rate").

#### Section 2.06 Assessments.

(a) Mortgagor shall pay, or shall cause the Master Tenant pursuant to the Master Lease to pay, when due all taxes, liens, assessments, utility charges (public or private and including sewer fees), ground rents, maintenance charges, dues, fines, impositions, and public and other charges of any character (including penalties and interest) assessed against, or which could become a lien against, the Mortgaged Property ("Assessments") no later than ten (10) days prior to the date any fine, penalty, interest or charge for nonpayment may be imposed, and Mortgagor shall provide, or shall cause the Master Tenant pursuant to the Master Lease to provide, Mortgagee with receipts evidencing such payments (except for income taxes, franchise taxes, ground rents, maintenance charges, and utility charges) within thirty (30) days after their due date.

(b) So long as no Event of Default exists, Mortgagor may (and may permit Master Tenant pursuant to the Master Lease to), prior to delinquency and at its sole expense, contest any Assessment, but this shall not change or extend Mortgagor's obligation to pay, or to cause Master Tenant to pay pursuant to the terms of the Master Lease, the Assessment as

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required above unless Mortgagor shall (or shall cause the Master Tenant pursuant to the terms of the Master Lease to) (i) give Mortgagee prior written notice of its intent to contest an Assessment; (ii) demonstrate to Mortgagee's reasonable satisfaction that (1) the Mortgaged Property will not be sold to satisfy the Assessment prior to the final determination of the legal proceedings, (2) Mortgagor (or Master Tenant) has taken such actions as are required or permitted to accomplish a stay of any such sale, or (3) Mortgagor (or Master Tenant) has furnished a bond or surety (satisfactory to Mortgagee in form and amount) sufficient to prevent a sale of the Mortgaged Property; (iii) at Mortgagee's option, if Mortgagor (or Master Tenant) shall not have furnished a bond or surety as provided in (ii)(3) of this subsection above, Mortgagor (or Master Tenant) has deposited the full amount necessary to pay any unpaid portion of the Assessments with Mortgagee; and (iv) such proceeding shall be permitted under any other instrument to which Mortgagor or the Mortgaged Property is subject (whether superior or inferior to this Instrument); provided, however, that the foregoing shall not apply to the contesting of any income taxes, franchise taxes, ground rents, maintenance charges, and utility charges.

Section 2.07 Maintenance of the Improvements and Equipment. Mortgagor shall (and shall cause the Master Tenant pursuant to the terms of the Master Lease to and Master Tenant shall cause each subtenant pursuant to the terms of any sublease to) (i) not permit the Improvements or Equipment to be removed or demolished (provided, however, that, Mortgagor may (and may authorize Master Tenant pursuant to the terms of the Master Lease), in the ordinary course of business, remove or alter such Improvements and Equipment that become obsolete and may remove or alter any Improvements or Equipment if such removal or alteration does not materially detract from the operation of Mortgagor's (or Master Tenant's or any subtenant's) business); (ii) maintain the Mortgaged Property in good repair, working order and condition; and (iii) restore and repair the Improvements and Equipment or any part thereof now or hereafter affected by any loss of or damage to, any portion of the Mortgaged Property by fire or other casualty ("Casualty") or by a taking, any condemnation, or exercise of eminent domain ("Taking") in accordance with Section 11.3 of the Loan Agreement.

Section 2.08 Compliance With Laws. Mortgagor covenants and agrees to (i) comply with all applicable statutes, laws, regulations, ordinances, codes, rules, judgments, orders, decrees, Governmental Approvals, requirements, or other governmental restriction, whether now or hereinafter in effect ("Applicable Laws"), including, without limitation, Environmental Laws, and (ii) indemnify and hold Mortgagee harmless from and against any and all losses, liabilities, claims, damages or expenses arising from Mortgagor's failure to so comply with Applicable Law, including, without limitation, Environmental Laws, in accordance with the Loan Agreement and the Environmental Indemnity.

Section 2.09 Limitations of Use. Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses that may be made of the Premises or any part thereof without the prior written consent of Mortgagee. Mortgagor shall comply in all material respects with the provisions of all authorizations, consents, licenses, permits, exemptions, registrations or similar governmental approvals (each, a "Governmental Approval"), and all licenses, agreements and private covenants, conditions and restrictions that at any time are applicable to the Mortgaged Property, and shall from time to time obtain all Governmental Approvals as shall now or hereafter be necessary under Applicable Law in connection with the rehabilitation,

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operation or maintenance of the Mortgaged Property and promptly furnish a true and complete copy of each such Governmental Approval to the Mortgagee.

**Section 2.10 Actions to Protect Mortgaged Property.** If Mortgagor shall fail beyond any applicable notice and/or grace period to (i) effect the insurance required by Section 2.05 hereof, (ii) make the payments required by Section 2.06 hereof or (iii) perform or observe any of its other covenants or agreements hereunder, Mortgagee may, without obligation to do so, and upon notice to Mortgagor (except in an emergency) effect or pay the same; provided, however, any such payment by the Mortgagee shall not affect whether such failure by the Mortgagor constitutes an Event of Default. To the maximum extent permitted by law, all sums, including reasonable attorneys' fees and disbursements, so expended or expended to sustain the lien or estate of this Mortgage or its priority, or to protect or enforce any of the rights hereunder, or to recover any of the Obligations, shall be a lien on the Mortgaged Property, and shall be deemed to be added to the Obligations secured hereby, and shall be paid by Mortgagor promptly after written demand therefor by Mortgagee, and until such payment is made by Mortgagor, such amount shall bear interest at the Default Rate. For such purpose, Mortgagor expressly grants to Mortgagee, in addition to, and without prejudice to, any other rights and remedies hereunder, (1) the right to enter upon (and, in Mortgagee's discretion, to take possession of) the Mortgaged Property to such extent and as often as it may deem necessary or desirable to prevent or remedy any such default or to take any such action, and (2) the right to appear in, defend or bring any action or proceeding to protect Mortgagee's interest in the Mortgaged Property or, during the continuance of an Event of Default, to foreclose this Mortgage or collect the Obligations, and Mortgagor hereby irrevocably appoints and constitutes Mortgagee as Mortgagor's lawful attorney-in-fact, coupled with an interest and with full power of substitution, for such purposes and the taking of all acts incidental thereto. No such advance, performance or action or proceeding shall be deemed to have cured such Event of Default (as hereinafter defined) with respect thereto. In any action or proceeding to foreclose this Mortgage or recover or collect the Obligations, Mortgagee shall be entitled to recover the reasonable costs, expenses and attorneys' fees and disbursements incurred in foreclosing or attempting to collect upon the Obligations, which costs, expenses and attorneys' fees, to the extent permitted by Applicable Law, shall also be secured by this Mortgage.

**Section 2.11 Insurance and Condemnation Awards.** Mortgagor assigns (and, if applicable, shall cause Master Tenant pursuant to the Master Lease to assign) all (i) insurance proceeds, damages, claims and rights of action and the right thereto under any insurance policies relating to the Mortgaged Property ("Insurance Proceeds") and (ii) compensation, awards, damages, rights of action and proceeds awarded to the Mortgagor by reason of a Taking ("Condemnation Awards") to Mortgagee. Any Insurance Proceeds or Condemnation Awards shall be held and applied by Mortgagee in accordance with this Section 2.11.

(a) Mortgagee shall apply Insurance Proceeds in accordance with Section 11.3 of the Loan Agreement. If any one or more of the conditions to disbursement of Insurance Proceeds for restoration of the Mortgaged Property set forth in Section 11.3(d) have not been met or waived by Mortgagee, Mortgagee will not be obligated to make any further disbursements pursuant to the Loan Agreement, and Mortgagee shall apply all Net Insurance Proceeds to the repayment of the outstanding balance of the Note, together with all accrued interest thereon, in such order as Mortgagee may elect, notwithstanding that the outstanding balance may not be due and payable. Nothing herein contained will be deemed to excuse Mortgagor from repairing or

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maintaining the Mortgaged Property as provided herein or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available to Mortgagor or whether any such proceeds are sufficient in amount, and the application or release by Mortgagee of any Insurance Proceeds will not cure or waive any Event of Default or notice of default under the Loan Documents or invalidate any act done pursuant to such notice.

(b) If any proceeding or action is commenced for the Taking of the Mortgaged Property, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation or otherwise, or if the same is taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Mortgagor receive any notice or other information regarding such proceeding, action, taking or damage, Mortgagor shall give prompt written notice thereof to Mortgagee. Mortgagee is entitled at its option, without regard to the adequacy of its security, to commence, appear in and prosecute in its own name any such action or proceeding. Mortgagee is also entitled to make any compromise or settlement in connection with such taking or damage. Mortgagor agrees to execute such further assignments of any Condemnation Awards as Mortgagee may require. After deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with any such action or proceeding, Mortgagee shall apply all such Condemnation Awards to the restoration of the Mortgaged Property (other than Condemnation Awards attributable to temporary use or occupancy which may be applied, at Mortgagee's option, to installments of principal and interest and other charges due under the Note and other Loan Documents when the same become due and payable) provided that:

(i) the Taking or damage will not, in Mortgagee's reasonable judgment, materially impair the security for the Loan; and

(ii) all conditions set forth in Section 11.3(d) of the Loan Agreement are met.

If all of the above conditions are met, Mortgagee shall disburse the Condemnation Awards in accordance with the Loan Agreement and only as repairs or replacements are effected and continuing expenses become due and payable. If any one or more of the above conditions are not met or waived by Mortgagee, Mortgagee may elect to apply all of the Condemnation Awards, after deductions as herein provided, to the repayment of the outstanding balance of the Notes, together with all accrued interest thereon, in such order as Mortgagee may elect, notwithstanding that said outstanding balance may not be due and payable, and Mortgagee will have no further obligation to make disbursements pursuant to the Loan Agreement or the other Loan Documents. Application or release of the Condemnation Awards as provided herein will not cure or waive any default or notice of default hereunder or under any other Loan Document or invalidate any act done pursuant to such notice.

Section 2.12 Inspections. Mortgagor shall (and shall cause Master Tenant pursuant to the Master Lease to) permit Mortgagee, and its agents, representatives and employees, to inspect the Mortgaged Property any reasonable time for the purpose of inspecting the same and ascertaining Mortgagor's compliance with the terms of this Mortgage and the other Loan Documents and for the purpose of performing any of the acts it is authorized to perform under

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the terms of any of the Loan Documents. Prior to an Event of Default, Mortgagee shall conduct such inspections during normal business hours after reasonable notice to Mortgagor.

## ARTICLE 3

INTENTIONALLY OMITTED

## ARTICLE 4

### SECURITY AGREEMENT; FIXTURE FILING

Section 4.01 Creation of Security Interest. This Mortgage constitutes both a real property mortgage and a "security agreement", within the meaning of the Uniform Commercial Code. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. Mortgagor by executing and delivering this Mortgage has granted and hereby grants to Mortgagee, as security for the Obligations, a security interest in (a) the Mortgaged Property, and (b) the personal property identified on Exhibit B attached hereto, in each case to the fullest extent that the same may be subject to the Uniform Commercial Code (all of such personal property so subject to the Uniform Commercial Code, the "Personal Property Collateral"). If an Event of Default shall exist, (i) Mortgagee, in addition to any other rights and remedies that it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including the right to take possession of the Personal Property Collateral, or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Personal Property Collateral and (ii) upon request or demand of Mortgagee, Mortgagor shall, at Mortgagor's sole expense, assemble the Personal Property Collateral and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including reasonable attorneys' fees, costs and disbursements, incurred or paid by Mortgagee in protecting its interest in the Personal Property Collateral and in enforcing its rights hereunder with respect to the Personal Property Collateral. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personal Property Collateral sent to Mortgagor in accordance with the provisions of this Mortgage at least ten (10) Business Days prior to such sale, disposition or other action shall constitute reasonable notice to Mortgagor, and the method of sale or disposition or other intended action set forth or specified in such notice shall conclusively be deemed to be commercially reasonable within the meaning of the Uniform Commercial Code unless objected to by Mortgagor within five (5) Business Days after such notice. The proceeds of any sale or disposition of the Personal Property Collateral, or any part thereof, may be applied by Mortgagee to the payment of the Obligations in such priority and proportions as Mortgagee in its discretion shall deem proper.

Section 4.02 Continuation Statements; Amendments. Mortgagor hereby authorizes Mortgagee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Personal Property Collateral without the signature of Mortgagor where permitted by Applicable Law.

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Section 4.03 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the Uniform Commercial Code against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage.

## ARTICLE 5

### DEFAULTS; REMEDIES

Section 5.01 Events of Default. If any Event of Default (herein, an "Event of Default") under the Loan Agreement or other Loan Document shall occur, then the unpaid principal of and accrued interest on the Note and all other Obligations under the Loan Agreement may be declared, or may become, due and payable, without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by Mortgagor.

Section 5.02 Remedies. If an Event of Default shall exist, this Mortgage may, to the maximum extent permitted by law, be enforced, and Mortgagee may exercise any right, power or remedy permitted to it hereunder, under the Loan Agreement or under any of the other Loan Documents or by law, and, without limiting the generality of the foregoing, subject to Section 7, Mortgagee may, personally or by its agents, exercise any of the following to the maximum extent permitted by law:

(a) Subject to any applicable provisions of the Note, the Loan Agreement, and the other Loan Documents, Mortgagee may declare all or any portion of the unpaid principal balance under the Note, together with all accrued and unpaid interest, and all other unpaid Obligations, to be immediately due and payable;

(b) To the extent permitted by applicable law, Mortgagee may enter into or upon the Premises, personally or by its agents, nominees or attorneys, and may dispossess Mortgagor and its agents and servants therefrom, and thereupon Mortgagee at its sole discretion may: (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every portion of the Mortgaged Property and conduct business thereon, in any case either in the name of Mortgagee or in such other name as Mortgagee shall deem best; (ii) complete any construction with respect to the Mortgaged Property in such manner and form as Mortgagee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property; (iv) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, whether in the name of Mortgagor or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents; and (v) apply the receipts of all such Rents to the payment of the Obligations, after deducting therefrom all expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the operating costs for the Mortgaged Property and other charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Mortgagee, its agents, nominees and attorneys.

(c) Mortgagee may institute proceedings for the complete or partial foreclosure of this Mortgage against all or any portion of the Mortgaged Property, in which case



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the Mortgaged Property may be sold for cash or upon credit, as an entirety or in parcels or portions.

(d) Mortgagee may institute an action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement contained herein or in the Note, the Loan Agreement or any other Loan Document, or in aid of the execution of any power granted hereunder or for the enforcement of any other appropriate legal or equitable remedy.

(e) Mortgagee may recover judgment on the Note, either before, during or after any proceedings for the foreclosure (or partial foreclosure) or enforcement of this Mortgage.

(f) Mortgagee may, as a matter of right, secure the appointment of a receiver, trustee, liquidator or similar official of the Mortgaged Property or any portion thereof, and Mortgagor hereby consents and agrees to such appointment, without notice to Mortgagor and without regard to the adequacy of the security for the Obligations and without regard to the solvency of Mortgagor or any other Person liable for the payment of the Obligations, and such receiver or other official shall have all rights and powers permitted by applicable law and such other rights and powers as the court making such appointment may confer, but the appointment of such receiver or other official shall not impair or in any manner prejudice the rights of Mortgagee to receive the Rents with respect to the Mortgaged Property pursuant to this Mortgage.

(g) In addition to the rights which Mortgagee may have herein, upon the occurrence of any Event of Default, Mortgagee, at its option, may require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of any portion of the Mortgaged Property occupied by Mortgagor and may require Mortgagor to vacate and surrender possession to Mortgagee of the Mortgaged Property or to such receiver and Mortgagor may be evicted by summary proceedings or otherwise.

(h) Mortgagee shall have all of the rights and remedies with respect to the Mortgaged Property and the Personal Property Collateral of a secured party under the Uniform Commercial Code (whether or not said Uniform Commercial Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the Applicable Laws, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other power of ownership pertaining to the Mortgaged Property or the Personal Property Collateral as if Mortgagee were the sole and absolute owner thereof (and Mortgagor agrees to take all such action as may be appropriate to give effect to such right).

(i) Mortgagee may pursue against Mortgagor any other rights and remedies of Mortgagee permitted by law, equity or contract or as set forth herein or in the Loan Agreement or the other Loan Documents.

Section 5.03 Application of Proceeds. The proceeds of any sale made either under the power of sale hereby given or under a judgment, order or decree made in any action to foreclose or to enforce this Mortgage or of any monies held by Mortgagee hereunder shall be applied in the following order:

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- (a) First, to payment of the costs and expenses of taking possession of the Mortgaged Property, including legal fees;
- (b) Second, to payment of the secured indebtedness and all other Obligations secured by this Mortgage, including, without limitation, interest at the Default Rate provided for under the Loan Documents, and any charge expressly required to be paid under the Note in order to prepay principal, in any order that Mortgagee chooses in its sole discretion; and
- (c) Finally, the remainder, if any, of such funds shall be disbursed to Mortgagor or to any other Person or Persons legally entitled thereto.

Section 5.04 Right to Sue. Mortgagee shall have the right from time to time to sue for any sum required to be paid by Mortgagor under the terms of this Mortgage as the same become due, without regard to whether or not the Obligations shall be, or have become, due and without prejudice to the right of Mortgagee thereafter to bring any action or proceeding of foreclosure or any other action upon the occurrence of any Event of Default existing at the time such earlier action was commenced.

Section 5.05 Powers of Mortgagee. Mortgagee may at any time or from time to time renew or extend this Mortgage or (with the agreement of Mortgagor) alter or modify the same in any way, or waive any of the terms, covenants or conditions hereof or thereof, in whole or in part, and may release any portion of the Mortgaged Property or any other security, and grant such extensions and indulgences in relation to the Obligations, or release any Person liable therefor as Mortgagee may determine without the consent of any junior lienor or encumbrancer, without in any manner affecting the priority of the Lien and estate of this Mortgage on or in any part of the Mortgaged Property, and without affecting the liability of any other Person liable for any of the Obligations.

Section 5.06 Remedies Cumulative.

(a) No right or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Mortgage and the other Loan Documents, or under applicable law, whether now or hereafter existing; the failure of Mortgagee to insist at any time upon the strict observance or performance of any of the provisions of this Mortgage or to exercise any right or remedy provided for herein or under applicable law shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof.

(b) Mortgagee shall be entitled to enforce payment and performance of any of the Obligations and to exercise all rights and powers under this Mortgage or under any Loan Document or any laws now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise; neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being stipulated that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee, in its sole discretion, may determine; every power or

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remedy given by the Loan Agreement, this Mortgage or any of the other Loan Documents to Mortgagee, or to which Mortgagee is otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies.

## Section 5.07 General Provisions.

(a) Effect of Judgment. No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon any other property of Mortgagor shall adversely affect in any manner or to any extent the Lien of this Mortgage upon the Mortgaged Property, or any rights, powers or remedies of Mortgagee hereunder. Such Lien, rights, powers and remedies of Mortgagee shall continue unimpaired as before.

(b) Right to Purchase. At any sale of the Mortgaged Property or the Personal Property Collateral or any portion thereof pursuant to the provisions of this Mortgage, Mortgagee shall have the right to purchase the Mortgaged Property (or such portion thereof) being sold, and in such case shall have the right to credit against the amount of the bid made therefor (to the extent necessary) all or any portion of the Obligations.

(c) Adjournment of Sale. Mortgagee may postpone or adjourn from time to time any sale of all or any part of the Mortgaged Property by it to be made hereunder or by virtue hereof by announcement at the time and place appointed for such sale or such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so postponed or adjourned, as the case may be.

(d) Right to Terminate Proceedings. Mortgagee may terminate or rescind any proceeding or other action brought in connection with its exercise of the remedies provided in this Article 5 at any time before the conclusion thereof, as determined in Mortgagee's sole discretion and without prejudice to Mortgagee.

(e) No Waiver or Release. Mortgagee may resort to any remedies and the security given by the Loan Documents, in whole or in part, and in such portions and in such order as determined in Mortgagee's sole discretion. No such action shall in any way be considered a waiver of any rights, benefits or remedies evidenced or provided by the Loan Documents. The failure of Mortgagee to exercise any right, remedy or option provided in the Loan Documents shall not be deemed a waiver of such right, remedy or option or of any covenant or obligation secured by the Loan Documents. No acceptance by Mortgagee of any payment after the occurrence of an Event of Default and no payment by Mortgagee of any obligation for which Mortgagor is liable hereunder shall be deemed to waive or cure any Event of Default with respect to Mortgagor, or Mortgagor's liability to pay such obligation. No sale of all or any portion of the Mortgaged Property, no forbearance on the part of Mortgagee, and no extension of time for the payment of the whole or any portion of the Obligations or any other indulgence given by Mortgagee to Mortgagor or any other Person, shall operate to release or in any manner affect the interest of Mortgagee in any remaining portion of the Mortgaged Property or the liability of Mortgagor to pay and perform the Obligations, except to the extent that such liability shall be reduced by net proceeds actually received by Mortgagee with respect to any portion of the Mortgaged Property. No waiver by Mortgagee shall be effective unless it is in writing and then only to the extent specifically stated.

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(f) No Impairment; No Release. The interests and rights of Mortgagee under the Loan Documents shall not be impaired by (i) any renewal, extension or modification which Mortgagee may grant with respect to any of the Obligations; (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Mortgagee may grant with respect to the Mortgaged Property or any portion thereof; or (iii) any waiver, release or indulgence granted to any maker, endorser, guarantor or surety of any of the Obligations.

(g) Waivers and Agreements Regarding Remedies. To the fullest extent Mortgagor may legally do so, Mortgagor:

(i) agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any laws now or hereafter in force providing for any appraisal or appraisement, valuation, stay, extension or redemption, and waives and releases all rights of redemption, valuation, appraisal or appraisement, stay of execution, extension, and notice of election to accelerate or declare due the whole or any portion of the Obligations;

(ii) waives all rights to a marshaling of the assets of Mortgagor and others with interests in Mortgagor, and of the Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the interests hereby created, and agrees not to assert any right under any laws pertaining to the marshaling of assets, the sale in inverse order of alienation, homestead exemption, the administration of estates of decedents, or any other matters whatsoever to defeat, reduce or affect the right of Mortgagee under the Loan Documents to a sale of the Mortgaged Property for the collection of the Obligations without any prior or different resort for collection, or the right of Mortgagee to the payment of the Obligations out of the net proceeds from the Mortgaged Property in preference to every other claimant whatsoever;

(iii) waives any right to bring or utilize any defense, counterclaim or setoff; provided, however, that if such counterclaim or setoff is based on a claim which could be tried in an action for money damages, the foregoing waiver shall not bar a separate action for such damage (unless such claim is required by law or applicable rules of procedure to be pleaded in or consolidated with the action initiated by Mortgagee), but such separate action shall not thereafter be consolidated with any foreclosure action of Mortgagee; and provided further that the bringing of such separate action for money damages shall not be deemed to afford any grounds for staying any such foreclosure action;

(iv) waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the provisions of any law pertaining to the rights and remedies of sureties; and

(v) waives any right which it may have to require the Mortgaged Property (or any part thereof) to be sold as one or more units.

(h) Subrogation. If all or any portion of the proceeds of the Notes or any disbursement shall be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior Lien upon the Mortgaged Property or any portion thereof, then Mortgagee shall be

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subrogated to, and shall have the benefit of the priority of, such other Lien and any additional security held by the holder thereof.

(i) No Mortgagee-in-Possession. None of the enforcement of any of the remedies under this Article 5, the security interests under Article 4, or any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity, shall cause Mortgagee to be deemed or construed to be a mortgagee-in-possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

## ARTICLE 6

### MISCELLANEOUS

Section 6.01 Release by Mortgagee. Upon the payment and performance in full of the Obligations, Mortgagee shall release the lien of this Mortgage, or upon the request of Mortgagor, and, provided that Mortgagor shall pay Mortgagee's reasonable expenses, assign, without recourse, representation or warranty of any kind, this Mortgage without recourse to Mortgagor's designee, or to the person or persons legally entitled thereto, by an instrument duly acknowledged in form for recording.

Section 6.02 Notices. All notices, demands, consents, requests or other communications that are permitted or required to be given by any party to the other hereunder shall be in writing and given in the manner specified in the Loan Agreement.

Section 6.03 No Waiver. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of this Mortgage or the other Loan Documents shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 6.04 Amendments; etc. This Mortgage cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by Mortgagor and Mortgagee.

Section 6.05 Successors and Assigns. This Mortgage applies to, inure to the benefit of and binds Mortgagor and Mortgagee and their respective successors and assigns, as permitted under the Loan Agreement, and shall run with the Premises.

Section 6.06 Captions. The captions or headings at the beginning of each Article and Section hereof are for the convenience of reference and are not a part of this Mortgage.

Section 6.07 Severability. If any term or provision of this Mortgage or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and enforceable to the maximum extent permitted by law. If any portion of the Obligations shall for any reason not be secured by a valid and enforceable lien upon any part of the Mortgaged Property, then any

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payments made in respect of the Obligations (whether voluntary or under foreclosure or other enforcement action or procedure or otherwise) shall, for purposes of this Mortgage (except to the extent otherwise required by applicable law), be deemed to be made (i) first, in respect of the portion of the Obligations not secured by the lien of this Mortgage, (ii) second, in respect of the portion of the Obligations secured by the lien of this Mortgage, but which lien is on less than all of the Mortgaged Property, and (iii) last, to the portion of the Obligations secured by the lien of this Mortgage, and which lien is on all of the Mortgaged Property.

Section 6.08 **CERTAIN WAIVERS.** MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY FORECLOSURE OR OTHER ACTION BROUGHT BY MORTGAGEE TO ENFORCE ITS RIGHTS AND REMEDIES UNDER THIS MORTGAGE, ANY AND EVERY RIGHT MORTGAGOR MAY HAVE TO (A) INTERPOSE ANY COUNTERCLAIM THEREIN, OTHER THAN A COMPULSORY COUNTERCLAIM, AND (B) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING. NOTHING CONTAINED IN THE IMMEDIATELY PRECEDING SENTENCE SHALL PREVENT OR PROHIBIT THE MORTGAGOR FROM INSTITUTING OR MAINTAINING A SEPARATE ACTION AGAINST THE MORTGAGEE WITH RESPECT TO ANY ASSERTED CLAIM.

Section 6.09 **GOVERNING LAW.** THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF ILLINOIS TO GOVERN THE RIGHTS AND DUTIES OF THE PARTIES.

Section 6.10 **SUBMISSION TO JURISDICTION.** MORTGAGOR AND MORTGAGEE HEREBY IRREVOCABLY (I) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, THE NOTES, ANY SECURITY DOCUMENT, OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN A COURT OF RECORD IN THE STATE OF ILLINOIS, COUNTY OF COOK OR IN THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN SUCH STATE AND COUNTY, (II) CONSENT TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, (III) WAIVE ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND (IV) AGREE AND CONSENT THAT ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO MORTGAGOR OR MORTGAGEE, AS APPLICABLE, AT THE ADDRESS FOR NOTICES AND IN THE MANNER SET FORTH IN SECTION 6.02 HEREOF.

Section 6.11 **WAIVER OF JURY TRIAL.** EACH OF MORTGAGOR AND MORTGAGEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT

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**PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, THE NOTES, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 6.12 Attorney-In-Fact. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Equipment, Leases, Rents and Personal Property Collateral in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; however: (i) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (ii) any sums advanced by Mortgagee in such performance shall be added to and included in the Obligations and shall bear interest at the Default Rate; (iii) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (iv) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

## ARTICLE 7

### SPECIAL STATE PROVISIONS

#### Section 7.01 Illinois Mortgage Foreclosure and Remedies.

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

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

(ii) advances in accordance with the terms of this Mortgage to: (i) protect, preserve or restore the Mortgaged Property; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Illinois Mortgage Foreclosure Law 735 ILCS 5/15-1101 et seq. as amended from time to time ("Act");

(iii) payments of (i) when due installments of principal, interest or other obligations in accordance with the terms of any Prior Encumbrance (as hereinafter defined); (ii) when due installments of Real Estate Taxes and Other Charges; (iii) other

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obligations authorized by this Mortgage; or (iv) with court approval any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, all as referred to in Section 15-1505 of the Act;

(iv) attorneys' fees and other costs incurred in connection with the foreclosure of this Mortgage as referred to in Sections 15-1504(d)(2) and 15-1510 of the Act and in connection with any other litigation or administrative proceeding to which the Mortgagee may be or become or be threatened or contemplated to be a party, including probate and bankruptcy proceedings, or in the preparation for the commencement or defense of any such suit or proceeding; including filing fees, appraisers' fees, outlays for documents and expert evidence, witness fees, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of judgment) of procuring all such abstracts of title, title charges and examinations, foreclosure minutes, title insurance policies, appraisals, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute or defend such suit or, in case of foreclosure, to evidence to bidders at any sale which may be had pursuant to the foreclosure judgment the true condition of the title to or the value of the Mortgaged Property;

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

(vi) payment by Mortgagee of Real Estate Taxes and Other Charges as required of Mortgagor by Section 2.06 of this Mortgage;

(vii) Mortgagee's advances of any amount required to make up a deficiency in deposits for installments of Real Estate Taxes and Other Charges, as may be required of Mortgagor under this Mortgage;

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

(ix) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if any of the Mortgaged Property consists of an interest in a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (ii) premiums upon casualty and liability insurance made by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, without regard to the limitation to maintaining of insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Subsection (c)(1) of Section 15-1704 of the Act; (iii) payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, reciprocal easement agreement, agreement with any adjoining land owners or other instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (iv) shared or common expense assessments payable to any association or corporation in which the owner of the premises is a member in any way affecting the Mortgaged Property; (v) operating deficits incurred by Mortgagee in possession or reimbursed by Mortgagee to any receiver;



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(vi) fees and costs incurred to obtain an environmental assessment report relating to the Mortgaged Property; and (vii) any monies expended in excess of the aggregate face amounts of the Note.

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

The Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, be included in:

(i) determination of the amount of indebtedness secured by this Mortgage at any time;

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

(iii) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act;

(iv) determination of the application of income in the hands of any receiver or mortgagee in possession; and

(v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 15-1508 and Section 15-1511 of the Act.

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

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

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

(e) Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act. Mortgagor hereby waives any and all rights of

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redemption from sale under any judgment of foreclosure of this Mortgage on behalf of Mortgagor and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property of any nature whatsoever, subsequent to the date of this Mortgage. The foregoing waiver of right of redemption is made pursuant to the provisions of Section 15-1601(b) of the Act. In addition, Mortgagor waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by Illinois law.

(f) At all times, regardless of whether any Loan proceeds have been disbursed, this Mortgage secures (in addition to the amounts secured hereby) the payment of any and all Loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the Loan; provided, however, that in no event shall the total amount secured hereby exceed two hundred percent (200%) of the aggregate face amounts of the Note.

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

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

(i) It is the express intention of Mortgagee and Mortgagor that the rights, remedies, powers and authorities conferred upon Mortgagee pursuant to this Mortgage shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Act and/or as otherwise permitted by applicable law, as if they were expressly provided for herein. In the event that any provision in this Mortgage is deemed inconsistent with any provision in the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(j) To the extent any of the terms and provisions of this Article 7 conflict with the terms and provisions of Article 5 hereof, the terms and provisions of Article 7 shall govern and control.

[signature page follows]

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IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor as of the day and year first above written.

**HOMAN POWER HOUSE DEVELOPMENT,  
LLC, an Illinois limited liability company**

By: Homan Arthington Management Company, an  
Illinois corporation, its managing member

By: *W. T. King*  
William T. King, Vice President

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Mortgage

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STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF DEPOE )

I, LAURIE SCOLA, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William T. King, the Vice President of Homan Arthington Management Company, an Illinois corporation, the managing member of **ROMAN POWER HOUSE DEVELOPMENT, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument in such capacity as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21 day of JULY, 2008.

Laurie Scola  
Notary Public

My commission expires: 9-21-2009



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## EXHIBIT A

### LEGAL DESCRIPTION OF LAND

#### Parcel 1:

A parcel of land situated in the Southeast Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, described as Follows:

Beginning at the Southwest Corner of Lot 12 in Block 1 in Henry E. Vance's ReSubdivision of Blocks 1, 2, 3, 4, 5, 6, 7, 8 and Vacated Streets and Alleys in E.A. Cumming's and Company's Central Park Avenue Addition according to the plat thereof recorded December 21st 1904 as Document Number 3635041, also being at the intersection of the East Right of Way line of South Homan Avenue and the North Right of Way line of the B. & O. C.T. Railroad (formally known as The Chicago and Great Western Railroad); Thence South 89 Degrees 13 Minutes 55 Seconds East along the South line of said ReSubdivision, also being the North Right of Way line of B. & O. C.T. Railroad, a distance of 580.00 feet; Thence South 00 Degrees 19 Minutes 14 Seconds West, a distance of 31.00 feet, to a point on a line that is 31.00 feet South of, as measured at right angles to, and parallel with, the South line of said ReSubdivision, also being the North Right of Way line of said Railroad; Thence North 89 Degrees 13 Minutes 55 Seconds West, along said parallel line, a distance of 580.00 feet; Thence North 00 Degrees 19 Minutes 14 Seconds East, a distance of 31.00 feet to the Point of Beginning; All in Cook County, Illinois.

#### Parcel 2:

Lot 1 in Charles H. Shaw's Subdivision, being a ReSubdivision of part of the Southeast Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded December 12, 2001 as document 0011178258, in Cook County, Illinois.

Except that portion of the land described as follows:

All the part of Lot 1 lying East of, and adjoining, the East line of Lot 2, and the Southerly extension of said East line, all in Charles H. Shaw's Subdivision, being a ReSubdivision of part of the Southeast Quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded December 12, 2001 as Document Number 0011178258, in Cook County, Illinois

#### Parcel 3:

Non-Exclusive Easement made by The Homan-Arthington Foundation, an Illinois not-for-profit corporation for the benefit of Parcel 2 for pedestrian and vehicular ingress and egress, as created by Declaration of Covenants, Conditions, Restrictions and Easements recorded September 10, 2003 as document 0325327008.

#### Parcel 4:

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That part of Lots 9, 10, 11 and 12 in Block 1 in Henry E. Vance's ReSubdivision, according to the plat thereof recorded December 21st, 1904 as Document Number 3635041, in the Southeast Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the Northwest corner of said Block 1 also being the intersection of the East Right of Way line of South Homan Avenue and the South Right of Way line of Arthington Street; Thence South 00 Degrees 19 Minutes 24 Seconds West along the West line of said Block 1, also being said East Right of Way line of South Homan Avenue, a distance of 175.81 feet to the Point of Beginning; Thence continuing South 00 Degrees 19 Minutes 24 Seconds West along said West line of Block 1, also being said East Right of Way line of South Homan Avenue, a distance of 161.79 feet to the Southwest corner of said Block 1 also being the North line of the B. & O. C. F. Railroad (formerly the Chicago and Great Western Railroad); Thence South 89 Degrees 13 Minutes 55 Seconds East along the South line of said Block 1, also being said North line of the B. & O. C. F. Railroad, a distance of 307.82 feet; Thence North 00 Degrees 40 Minutes 38 Seconds East, a distance of 157.20 feet to a point on the Southerly face of a one story brick building as said brick building existed on September 15, 1997; Thence North 89 Degrees, 40 Minutes 36 Seconds West along said Southerly building face and the Westerly extension thereof, a distance of 16.25 feet; Thence North 00 Degrees 19 Minutes 24 Seconds East, a distance of 14.32 feet; Thence North 89 Degrees 40 Minutes 36 Seconds West, a distance of 50.54 feet; Thence South 00 Degrees 19 Minutes 24 Seconds West, a distance of 18.34 feet; Thence North 89 Degrees 13 Minutes 59 Seconds West, a distance of 140.09 feet; Thence North 00 Degrees 46 Minutes 01 Seconds East, a distance of 9.13 feet; Thence North 89 Degrees 13 Minutes 59 Seconds West, a distance of 101.08 feet to said Point of Beginning, all in Cook County, Illinois.

Parcel 5:

Easement for the benefit of Parcel 4 as created by Cross-Easement Agreement made by The Homan-Arthington Foundation, an Illinois not-for-profit corporation and Sterling Park Development, L.L.C., an Illinois limited liability company, recorded October 21, 2004 as document 0429516160 for the purpose of vehicular and pedestrian access, ingress and egress.

**Property Identification Numbers:** 16-14-416-014  
16-14-417-010  
16-14-501-005

**Commonly Known As:** 931 South Homan Avenue, Chicago, Illinois 60624

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## EXHIBIT B

### PERSONAL PROPERTY COLLATERAL

As used in this Exhibit B, the term "Premises" means that certain real property, including all improvements thereon, more particularly described in Schedule 1 attached hereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 21, 2008 by and from **HOMAN POWER HOUSE DEVELOPMENT, LLC**, an Illinois limited liability company ("Debtor"), in favor of CDF SUBALLOCATEE I, LLC (the "Secured Party") (as amended, modified, extended, split or consolidated, the "Mortgage").

(a) All personal property in all of its forms, including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory (including, without limitation, inventory as such term is defined in the Uniform Commercial Code), raw materials, work in process and construction materials which Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right, including, without limitation, those in which Debtor has an interest or right of any kind, those which are now or hereafter located on or affixed to the Premises, and those in transit thereto or in any other location, or used or useful in the operation, use or occupancy of the Premises or the construction of any improvements thereon, including, without limitation, all documents of title with respect to such personal property, any interest of Debtor in and to personal property that is leased or subject to any superior security interest, all books, records, ledger cards, leases, other documents of whatever kind or character, relating to the Premises;

(b) All computer programs, tapes, disks, and related data processing software (owned by Debtor or in which it has an interest) that at any time evidence or contain information relating to the Premises or to Debtor's business thereon,

(c) All fees, income, rents, issues, profits, earnings, receipts, royalties and revenues which, after the date hereof and while any portion of the indebtedness secured hereby remains unpaid, may accrue to Debtor from such goods, fixtures, furnishings, equipment and building materials or any part thereof located on the Premises, or which may be received or receivable by Debtor from any hiring, using, letting, leasing, subhiring, subletting, or subleasing of the Premises;

(d) All of Debtor's present and future rights and claims to receive payments of money, utility deposits, services or property relating to the Premises, including, without limitation, rights to all deposits from tenants of the Premises, rights to receive payment with respect to media and advertising agreements and sponsorships, amounts payable on account of the sale of interests in Debtor, accounts receivable, deposit or other accounts (including, without limitation, deposit accounts maintained with Secured Party; and accounts as that term is defined in the Uniform Commercial Code), chattel paper, notes, drafts, contract rights, rights to performance, instruments (including, without limitation, instruments as such term is defined in the Uniform Commercial Code), general intangibles, principal, interest and payments due on account of goods sold, services rendered, loans made or credit extended, guaranties, letters of

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credit, documents, drafts, acceptances, and tax refunds, together with title or interest in all documents evidencing or securing the same, and judgments taken on any rights or claims which now or hereafter relate to, are derived from or used in connection with the Premises or the ownership, construction, use, operation, maintenance, occupancy or enjoyment thereof or the conduct of business or activities therefrom;

(e) All of Debtor's rights and interests in all other general intangibles (as that term is defined in the Uniform Commercial Code) and rights relating to the Premises or the operation thereof, or used in connection therewith, including but not limited to all governmental approvals, licenses, permits, certifications and filings necessary to commence and complete construction of the Project on the Premises and to occupy the improvements on the Premises now or hereafter issued, any and all rights to connect to and use utilities and services for the Premises, and all confirmations thereof all names under or by which the Premises may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names, trademarks and franchises relating in any way to the Premises, all patents and copyrights of Debtor relating in any way to the Premises, all good will in any way relating to the Premises, all licenses and permits relating in any way to, or to the operation of, the Premises, all contract rights, all options, all purchase orders, all manufacturers' warranties with respect to improvements, all construction contracts, all maintenance contracts, and all of Debtor's claims and rights arising under or pursuant to Section 365 of the Bankruptcy Code, 11 U.S.C. § 365;

(f) All of Debtor's rights under all warranties, guaranties or insurance policies (whether or not Secured Party is the loss payee thereunder) covering the Premises or any of the aforesaid collateral, and all proceeds, loss payments and premium refunds payable regarding the same;

(g) All of Debtor's rights and interests in reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the construction of any improvements on the Premises;

(h) All of Debtor's rights and interests in all causes of action, claims, compensation and recoveries for any damage to or condemnation or taking of the Premises or the aforesaid collateral, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Premises or the aforesaid collateral, or for any loss or diminution in value of the Premises or the aforesaid collateral;

(i) All architectural, structural, mechanical and engineering plans and specifications prepared for construction of improvements or extraction of minerals or gravel from the Premises and all studies, data and drawings related thereto; and also all contracts and agreements relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings or to the construction of improvements on or extraction of minerals or gravel from the Premises;

(j) All agreements and contracts now or hereafter entered into by Debtor relating to the renovation and redevelopment of the Premises, to the use or operation of the Premises or services to the Premises



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(k) Any and all rights, liens and security interests of Debtor in and to all agreements and documents relating to the occupancy, operation, construction or use of the Premises to which Master Tenant is a party or that inure to the benefit of Master Tenant, which have been pledged and/or granted to Debtor by Master Tenant as security for Master Tenant's obligations under the Master Lease.

(l) All sums on deposit with the Secured Party for any reason whatsoever pursuant to the terms and provisions of the Mortgage to be recorded in the office of the Cook County, Illinois Recorder simultaneously with the filing of financing statements with respect to the collateral described above; and

(m) All proceeds, products, offspring, rents, profits, income, benefits, accessions, substitutions and replacements from sale, collection, exchange or other disposition of the aforesaid collateral, whether such disposition is voluntary or involuntary.

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