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**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

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



Doc#: 1331119143 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/07/2013 03:54 PM Pg: 1 of 13

The property identified as: PIN: 17-10-212-040-1236

Address:

Street: 240 E, Illinois St.

Street line 2:

City: Chicago

State: IL

ZIP Code: 60611

Lender: North Shore Community Bank & Trust Company

Borrower: Windy City Deli Provisions, Inc.

Loan / Mortgage Amount: \$1,445,839.00

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

Certificate number: 58C7571F-446B-4B8A-8D67-77DDE5AEA7E7

Execution date: 10/16/2013

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RECORDED MAIL TO:**

Latimer LeVay Fyock LLC
55 West Monroe Street
Suite 1100
Chicago, Illinois 60603
Attn: Brian D. LeVay, Esq.

Property Address:

240 E. Illinois Street
Chicago, Illinois 60611

Property Index Number:

17-10-212-040-1236

(above space for recorder's use only)

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made as of October 16, 2013, by ROBERT BATES ("Mortgagor"), with a mailing address at 1371 Wilhelm Road, Mundelein, Illinois 60060 in favor of NORTH SHORE COMMUNITY BANK & TRUST COMPANY, its successors and assigns (hereinafter referred to as "Mortgagee") with a mailing address at 7800 Lincoln Avenue, Skokie, Illinois 60077 pertains to the real estate described in Exhibit "A", attached hereto and made a part hereof.

I. RECITALS

1.01 Mortgagee made that certain revolving loan to Borrower in the original principal amount of \$375,000.00 (the "Revolving Loan"), evidenced by, among other things, that certain Promissory Note dated May 10, 2010, made by the Borrower in favor of Mortgagee, as amended from time to time, including that certain Change in Terms Agreement dated as of February 3, 2012, which increased the maximum principal amount thereof from \$650,000.00 to \$850,000.00, that certain Amendment to Notes dated April 8, 2012 which reduced the maximum principal amount thereof from \$850,000.00 to \$450,000.00 and that certain Amendment to Notes dated December 18, 2012 which increased the maximum outstanding principal amount of the Revolving Loan to \$287,500 and provided for scheduled reductions down to \$200,000, that certain Amendment to Loan Agreements dated April 8, 2013 which increased the maximum outstanding principal amount of thereof to \$450,000 and provided for scheduled reductions thereof (such note, as amended, restated, supplemented or otherwise modified from time to time, the "Revolving Note"). The Revolving Loan is subject to, among other things, that certain Business Loan Agreement dated as of February 3, 2012, by and between the Borrower and Mortgagee (as amended, restated, supplemented or otherwise modified from time to time, the "Revolving Loan Agreement").

1.02 Mortgagee made that certain term loan to Borrower in the original principal amount of \$350,000.00 (the "Term Loan A"), evidenced by, among other things, that certain Promissory Note dated May 2, 2011, made by the Borrower in favor of Mortgagee, as amended from time to time, including that certain Change in Terms Agreement dated as of September 13, 2011 which increased the principal amount thereof from \$350,000.00 to \$425,000.00, that certain Amendment to Notes dated April 8, 2012 which increased the maximum principal amount thereof to \$942,358.00 and allowed for one or more additional advances under the Term Loan such that the aggregate outstanding principal amount of the Term Loan shall not exceed \$1,250,000 and that certain Amendment to Loan Agreements dated April 8, 2013 which extended the maturity date to October 31, 2013 (such note, as amended, restated, supplemented or otherwise modified from time to time, "Term Note A"). Term Loan A is subject to, among other things, that certain Business Loan Agreement dated as of May 2, 2011, by and between the Borrower and Mortgagee (as amended, restated, supplemented

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or otherwise modified from time to time, the "Term Loan Agreement" and together with the Revolving Loan Agreement, the "Loan Agreements").

1.03 Whereas the Loan Agreements were further amended by that certain Amendment to Loan Agreements and Reaffirmation of Guaranty dated July 29, 2013 ("Loan Amendment") whereby the Revolving Loan Agreement was amended to provide for, among other things, an additional non-revolving line of credit facility to Borrower from Mortgagee in the original principal amount of \$300,000.00 ("Non-Revolving Line"), as evidenced by that certain Promissory Note dated July 26, 2013 in the original principal amount of \$300,000.00 (the "Non-Revolving Note"). As of the date hereof, all of Borrower's obligations under Non-Revolving Line have been satisfied and the amounts due from Borrower to Mortgagee under Non-Revolving Note have been paid in full. The remaining terms and conditions set forth in the Loan Amendment as they pertain to the Revolving Loan and Term Loan A continue to be in full force and effect.

1.04 Concurrently herewith and pursuant to that certain Second Amendment to Loan Agreements and Reaffirmation of Guaranty of even date herewith, Mortgagee is extending an additional term loan to Borrower in the original principal amount of \$150,000.00 ("Term Loan B", which together with Term Loan A shall be referred to as the "Term Loan", which together with the Revolving Loan and all other extensions of credit by Mortgagee to Borrower as amended shall collectively be referred to as the "Loans"). Term Loan B is evidenced by that certain Promissory Note of even date herewith made by Borrower and in favor of Mortgagee, as amended from time to time (such note, as amended, restated, supplemented or otherwise modified from time, "Term Note B", and together with the Revolving Note and Term Note A, the "Notes"). All capitalized terms shall have the same meanings ascribed to such term in the Note unless expressly defined as otherwise herein.

1.05 This Mortgage. To induce Mortgagee to make the Term B Loan, and as security for the repayment of the amounts due under the Notes, the Loan Documents and the payment and performance of all other indebtedness, obligations and liabilities of Mortgagor to Mortgagee, howsoever created, arising or evidenced, and whether now existing or hereafter arising, (all of the indebtedness, liabilities and obligations referenced in this Section 1.05 shall be collectively referred to as the "Obligations"), Mortgagor has agreed to execute and deliver to Mortgagee this Mortgage.

II. THE GRANT

2.01 Now, therefore, in order to secure the payment and performance of the Obligations and the covenants and agreements herein contained, Mortgagor does hereby grant, bargain, sell, convey, mortgage and warrant to Mortgagee and its successors and assigns forever the real estate, and all of its estate, right, title and interest therein, situated in the state and county as more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Premises"), together with the following described property (the Premises and the following described property being collectively referred to herein below as the "Property"), all of which other Property is hereby pledged primarily on a parity with the Premises and not secondarily:

(a) All buildings and other improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repair of such improvement now or hereafter erected thereon, all of which materials shall be deemed to be included within the Property immediately upon the delivery thereof to the Premises;

(b) All right, title, and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights of the ways, streets, avenues, sidewalks, and alleys adjoining the Premises;

(c) Each and all of the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges of the Premises or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity, as well as any after acquired title, franchise or license and the reversions and remainders thereof;

(d) All rents, issues, deposits and profits accruing and to accrue from the Premises and the avails thereof; and

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(e) All fixtures and personal property now or hereafter owned by Mortgagor and attached to or contained in and used or useful in connection with the Premises or the aforesaid improvements thereon, including, without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, boilers, book-cases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, floor coverings, freezers, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stoves, toilets, trash compactor systems, ventilators, wall coverings, washers, wastewater facilities, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same be attached to such improvements, it being intended, agreed and declared that all such property owned by Mortgagor and placed by it on the Premises or used in connection with the operation or maintenance thereof shall, so far as permitted by law, be deemed for the purposes of this Mortgage to be part of the real estate constituting and located on the Premises and covered by this Mortgage, and as to any of the aforesaid property that is not part of such real estate or does not constitute a "fixture" as such term is defined in the Uniform Commercial Code as enacted in the state in which the Property is located, this Mortgage shall be deemed to be, as well, a security agreement under such Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as "secured party," as such term is defined in such Code;

To Have and to Hold the same unto Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

III. GENERAL AGREEMENTS

3.01 Principal and Interest. All of the indebtedness evidenced by the Agreement shall be promptly paid when due at the times and in the manner provided in the Agreement and this Mortgage.

3.02 Property Taxes. Mortgagor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer charges and any other charges that may be asserted against the Property or any part thereof or interest therein, and shall furnish to Mortgagee, upon Mortgagee's request, duplicate receipts therefor within 30 days after payment thereof. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments, provided that:

(a) such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of the Property or any part thereof or interest therein to satisfy the same; and

(b) Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to contest the same before any tax or assessment has been increased by any interest, penalties or costs.

3.03 Tax Payments by Mortgagee. Mortgagee is hereby authorized upon 10 days' notice to Mortgagor (or such lesser notice, including no notice, as is reasonable under the circumstances) to make or advance, in the place and stead of Mortgagor, any payment not paid when due relating to: (a) taxes, assessments, water and sewer charges, and other governmental charges, fines, impositions or liens that may be asserted against the Property, or any part thereof (except liens being contested in good faith and by appropriate proceedings for which adequate reserves have been established), and may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof or into the validity of any tax, assessment, lien, sale, forfeiture or title or claim relating thereto; or (b) any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Paragraph 3.03 (except liens being contested in good faith and by appropriate proceedings for which adequate reserves have been established), whenever, in its judgment and discretion, such advance seems necessary or desirable to protect the full security intended to be created by this Mortgage. In connection with any such advance, Mortgagee is further authorized, at its option, to obtain a continuation report of title or title insurance policy prepared by a title insurance company of Mortgagee's choosing. All such advances and indebtedness authorized by this Paragraph 3.03 shall constitute additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor to Mortgagee without notice with interest at the highest rate specified in the Note.

3.04 Insurance

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(a) Hazard. Mortgagor shall keep the improvements now existing or hereafter erected on the Premises insured under a replacement cost form of insurance policy against loss or damage resulting from fire, windstorm and other hazards as may be reasonably required by Mortgagee (including, but not limited to, flood insurance in an amount necessary to comply with applicable law), and to pay promptly, when due, any premiums on such insurance. All such insurance shall be in form and of content, and shall be carried in companies, approved in writing by Mortgagee, and all such policies and renewals thereof (or certificates evidencing the same), marked "paid," shall be delivered to Mortgagee at least 30 days before the expiration of then existing policies and shall have attached thereto standard non-contributing mortgage clauses entitling Mortgagee, as its interest may appear, to collect any and all proceeds payable under such insurance, as well as standard waiver of subrogation endorsements, so long as such subrogation endorsement can be obtained without additional cost to Mortgagor. Mortgagor shall not carry any separate insurance on such improvements concurrent in kind or form with any insurance required hereunder or contributing in the event of loss. In the event of a change in ownership or of occupancy of the Premises approved in writing by Mortgagee, immediate notice thereof by messenger, facsimile or overnight delivery shall be delivered to all such insurers. In the event of any casualty loss, Mortgagor shall give immediate notice thereof by messenger to Mortgagee.

3.05 Condemnation and Eminent Domain. Any and all awards heretofore or hereafter made or to be made to the present, or any subsequent owner of the Property, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, any improvement located thereon, or any easement thereon or appurtenance thereof (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which awards Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts therefor. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises, or any easement thereon or appurtenance thereof (including severance of, consequential damage to, or change in grade of streets), and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further agrees to make, execute and deliver to Mortgagee, at any time upon request, free, clear and discharged of any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

3.06 Maintenance of Property. No substantial building or other improvement on the Premises shall be materially altered, removed or demolished, nor shall any substantial fixtures, chattels or articles of personal property pledged pursuant to this Mortgage on, in, or about the Premises be severed, removed, sold or mortgaged, without the prior written consent of Mortgagee, and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered by this Mortgage, except with the prior written consent of Mortgagee, the same shall be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any other security interest therein, encumbrances thereon, or reservation of title thereto. Mortgagor shall promptly repair, restore or rebuild any building or other improvement now or hereafter situated on the Premises that may become damaged or be destroyed. Any such building or other improvement shall be so repaired, restored or rebuilt so as to be of at least equal value and of substantially the same character as prior to such damage or destruction. Mortgagor further agrees not to permit, commit or suffer any waste, impairment or deterioration of the Property or any part thereof; to keep and maintain the Property and every part thereof in good repair and condition; to effect such repairs as Mortgagee may reasonably require, and, from time to time, to make all necessary and proper replacements thereof and additions thereto so that the Premises and such buildings, other improvement, fixtures, chattels and articles of personal property will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.

3.07 Compliance with Laws. Mortgagor shall comply in all material respects with all statutes, ordinances, regulations, rules, orders, decrees and other requirements relating to the Property or any part thereof by any federal, state or local authority; and shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, without limitation, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions that are applicable to the Property or that have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Property.

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3.08 Liens and Transfers. Without Mortgagee's prior written consent, Mortgagor shall neither sell, transfer, convey, assign, hypothecate or otherwise transfer the title to or any beneficial interest in all or any portion of the Property, whether by operation of law, voluntarily, or otherwise, contract to do any of the foregoing, nor create, suffer or permit to be created or filed against the Property or any part thereof hereafter any mortgage lien or other lien on the Property; provided, however, that Mortgagor may, within 10 days after the filing thereof, contest any lien claim arising from any work performed, material furnished, or obligation incurred by Mortgagor upon furnishing Mortgagee security and indemnification or setting aside reserves satisfactory to Mortgagee for the final payment and discharge thereof. Without limiting the generality of the foregoing, any sale, conveyance, assignment, hypothecation or transfer prohibited in the Loan Agreement shall be deemed a sale, conveyance, assignment, hypothecation or other transfer prohibited by the foregoing sentence. Any waiver by Mortgagee of the provisions of this Paragraph 3.08 shall not be deemed to be a waiver of the right of Mortgagee in the future to insist upon strict compliance with the provisions hereof.

3.09 Subrogation to Prior Lienholder's Rights. If the proceeds of the indebtedness secured hereby, any part thereof, or any amount paid out or advanced by Mortgagee is used directly or indirectly to pay off, discharge or satisfy in whole or in part, any prior lien or encumbrance upon the Property or any part thereof, then Mortgagee shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

3.10 Mortgagee's Dealings with Transferee. In the event of the sale or transfer, by operation of law, voluntarily or otherwise, of all or any part of the Property, or of any beneficial interest therein prior to the satisfaction of the Obligations, Mortgagee shall be authorized and empowered to deal with the vendee or transferee with regard to (a) the Property or any beneficial interest therein, (b) the indebtedness secured hereby; and (c) any of the terms or conditions hereof as fully and to the same extent as it might with Mortgagor, without in any way releasing or discharging Mortgagor from its covenants hereunder.

3.11 Stamp Taxes. If at any time the United States government, or any federal, state, county or municipal governmental subdivision, requires or imposes Internal Revenue or other documentary stamps, levies, or any tax on this Mortgage or on the Obligations, then, to the extent Mortgagee has or will make any payment related thereto and to the greatest extent permitted by law, such indebtedness shall be and become due and payable by Mortgagor to Mortgagee 30 days after the mailing by Mortgagee of notice of such indebtedness to Mortgagor.

3.12 Change in Laws. In the event of the enactment, after the date of this Mortgage, of any law of the state in which the Premises are located imposing upon Mortgagee the payment of all or any part of the taxes, assessments, charges, or liens hereby required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagor's interest in the Property, or the manner of collection of taxes, so as to affect this Mortgage or the indebtedness secured hereby or the holder thereof, then Mortgagor, upon demand by Mortgagee, shall pay such taxes, assessments, charges or liens or reimburse Mortgagee therefor; provided, however, that if, in the opinion of counsel for Mortgagee, it might be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to become due and payable within 60 days after the giving of such notice; provided, further, that nothing contained in this Paragraph shall be construed as obligating Mortgagor to pay any portion of Mortgagee's federal income tax.

3.13 Inspection of Property. Mortgagor shall permit Mortgagee and its representatives and agents to inspect the Property from time to time upon reasonable prior notice to Mortgagor as frequently as Mortgagee considers reasonable.

3.14 Environmental Conditions. Mortgagor hereby represents and warrants to Mortgagee that to the best of its knowledge, no hazardous or toxic substances, within the meaning of any applicable statute or regulation, whether federal, state or local, are presently stored or otherwise located on the Property, except in accordance with all applicable laws, regulations and rules.

Notwithstanding any language or provision of this Mortgage to the contrary, Mortgagor hereby unconditionally gives the Mortgagee the right, but not the obligation, and Mortgagee does not so obligate itself, to undertake to contain

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and clean up releases of hazardous substances on the Property. Mortgagor hereby indemnifies and saves Mortgagee harmless of and from any and all loss, costs (including reasonable attorneys' fees), liability and damage whatsoever incurred by Mortgagee, by reason of any violation of any applicable statute, rule or regulation for the protection of the environment which occurs upon the Property or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs related to the Property expended by reason of such violation; provided that, to the extent that Mortgagee is strictly liable under any such statute, Mortgagor's obligation to Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation of law which results in liability to the Mortgagee. Mortgagor further agrees that this indemnity shall continue and remain in full force and effect beyond the term of the indebtedness or obligation which is secured by this Mortgage and shall be terminated only when there is no further obligation of any kind whether in law or in equity or otherwise of Mortgagee in connection with any such environmental clean-up costs, environmental liens, or environmental matters involving the Property.

3.15 Other Amounts Secured. At all times, this Mortgage secures in addition to the Notes and the Loan Documents, any other amounts as provided herein; provided, however, that in no event shall the aggregate principal indebtedness secured by this Mortgage exceed the aggregate original principal amount of the Agreement, multiplied by a factor of two.

3.16 Assignment of Rents and Leases. Mortgagor hereby assigns, transfers and sets over unto Mortgagee all the rents, fees or payments now or hereafter due, under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the Property, whether heretofore, now or hereafter agreed to and all leases and modifications thereof, now existing or hereafter made relating to the Property; together with the right to let and relet the Property or any part thereof, in Mortgagee's sole discretion, and to do anything with respect to the Property as Mortgagor might do. Any proceeds received hereunder may be applied by Mortgagee as otherwise provided in Paragraph 4.07 of this Mortgage. Mortgagor hereby directs all tenants, lessees and occupants of the Property to pay all rental, payments or fees for use and occupancy of the Property in accordance herewith. Mortgagee agrees not to exercise its rights granted in this Paragraph 3.16 until an Event of Default, as hereafter defined, shall have occurred. Mortgagor shall execute, acknowledge, and deliver to Mortgagee, within 10 days after request by Mortgagee, such assignment of rent documents required by Mortgagee, in form and of content satisfactory to Mortgagee. Mortgagor further agrees to pay to Mortgagee all costs and expenses incurred by Mortgagee in connection with the preparation, execution and recording of any such document.

3.17 Security Agreement. Without limiting any other provisions of this Mortgage, this Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to all fixtures, apparatus, equipment or articles, and all replacements and substitutions, now or hereafter located on the Property as set forth in the description of the Property above, including but not limited to the air-conditioning, heating, gas, water, power, light, refrigeration, and ventilation systems which are presently located at the Property, and with respect to all Funds and other sums which may be deposited with Lender pursuant hereto (all for the purposes of this paragraph called "Collateral"), and Mortgagor hereby grants to Lender a security interest in such Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Property. When the Secured Indebtedness shall become due, whether by acceleration or otherwise, Lender shall have all remedies of a secured party under the Code. This Mortgage is intended to be a financing statement with respect to any other Collateral which constitutes "fixtures" within the meaning of the Code. Mortgagor shall execute and deliver to Lender any financing statements necessary to perfect the security interest in the Collateral created hereby. Any Code requirement for reasonable notice shall be met if such notice is delivered as provided herein at least five (5) days prior to the time of any sale, disposition, or other event or matter giving rise to the notice (which period of time and method of notice is agreed to be commercially reasonable).

3.18 Releases. Mortgagee, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon, may release from the lien all or any part of the Property, or release from liability any person obligated to repay any indebtedness secured hereby, without in any way affecting the liability of any party to the Agreement or this Mortgage, and without in any way affecting the priority of the lien of this Mortgage, and may agree with any party liable therefor to extend the time for payment of any part or all of such indebtedness. Any such agreement shall not in any way release or impair the lien created by this Mortgage or reduce or modify the liability of any person or entity obligated personally to repay the indebtedness secured hereby, but

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shall extend the lien hereof as against the title of all parties having any interest, subject to the indebtedness secured hereby, in the Property.

3.19 Waiver of Statutory Rights. To the greatest extent permitted by law, (a) Mortgagor shall not apply for or avail itself of any appraisal, valuation, redemption, stay, extension or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws; and (b) Mortgagor, for itself, any and all persons or entities who may claim through or under it and each and every person or entity acquiring any interest in the Property or title to the Premises subsequent to the date of this Mortgage, hereby also waives (i) any and all rights to have the Property and estates comprising the Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety; and (ii) any and all rights of (1) redemption from sale under any order or decree of foreclosure of the lien hereof pursuant to the rights herein granted; and (2) homestead in the Premises which Mortgagor may now or hereafter have under the laws of the state in which the Property is located; and (iii) all rights to void liens under Section 506 of the United States Bankruptcy Code (11 U.S.C. §506), or any amendment or successor thereto.

IV. DEFAULTS AND REMEDIES

4.01 Events Constituting Events of Defaults. Each of the following events shall constitute a default (an "Event of Default") under this Mortgage:

(a) Mortgagor shall default in the payment when due of any amount due and owing to Mortgagee under the Notes or any of the Loan Documents; or

(b) Except for the default set forth in clause (a) above, default (and continuance thereof for 5 days after written notice thereof to Mortgagee) in the payment of any amount due and owing by Mortgagor pursuant to this Mortgage; or

(c) Any representation or warranty made by Mortgagor in this Mortgage, the Notes or any of the Loan Documents shall at any time prove to have been incorrect in any material respect when made; or

(d) Mortgagor shall default in the performance or observance of any term, covenant, condition or agreement to be performed by Mortgagor under this Mortgage (not constituting an Event of Default under any other clause of this Section 4.01) or any of the Loan Documents and such default shall continue uncured for 5 days after written notice thereof shall have been given by Mortgagee to Mortgagor.

4.02 Acceleration of Maturity. At any time during the existence of any Event of Default, and at the option of Mortgagee, the entire principal amount then outstanding under the Agreement, and all other sums due from Mortgagor under this Mortgage shall without notice become immediately due and payable.

4.03 Foreclosure of Mortgage. Upon occurrence of any Event of Default, or at any time thereafter, in addition to any and all other remedies available to Mortgagee under applicable law, Mortgagee may proceed to foreclose the lien of this Mortgage by judicial proceedings in accordance with the laws of the state in which the Property is located. Any failure by Mortgagee to exercise such option shall not constitute a waiver of its right to exercise the same at any other time.

4.04 Mortgagee's Continuing Remedies. The failure of Mortgagee to exercise either or both of its remedies to accelerate the maturity of the indebtedness secured hereby and/or to foreclose the lien hereof following any Event of Default as aforesaid, or to exercise any other remedy granted to Mortgagee hereunder or under applicable law in any one or more instances, or the acceptance by Mortgagee of partial payments of such indebtedness, shall neither constitute a waiver of any such Event of Default or of Mortgagee's remedies hereunder or under applicable law nor establish, extend or affect any grace period for payments due under the Agreement, but such remedies shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may at Mortgagee's option be rescinded by written

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acknowledgment to that effect by Mortgagee and shall not affect Mortgagee's right to accelerate maturity upon or after any future Event of Default.

4.05 Litigation Expenses. In any proceeding to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under the Agreement or this Mortgage, or in any other proceeding whatsoever in connection with any of the Property in which Mortgagee is named as a party, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting therefrom, all expenses paid or incurred in connection with such proceeding by or on behalf of Mortgagee constituting attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs and costs (which may be estimated as to items to be expended after entry of such judgment or decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and any similar data and assurances with respect to title to the Premises as Mortgagee may deem reasonably necessary either to prosecute or defend in such proceeding or to evidence to bidders at any sale pursuant to such judgment the true condition of the title to or value of the Premises or the Property. All expenses of the foregoing nature, and such expenses as may be incurred in the protection of any of the Property and the maintenance of the lien of this Mortgage thereon, including without limitation the fees of any attorney employed by Mortgagee in any litigation affecting the Agreement, this Mortgage, or any of the Property, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding in connection therewith, shall be immediately due and payable by Mortgagor.

4.06 Performance by Mortgagee. In the event of any Event Default, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on encumbrances, if any; purchase, discharge, compromise, or settle any tax lien or other prior or junior lien or title or claim thereof; redeem from any tax sale or forfeiture affecting the Property; or correct any tax or assessment thereon. All monies paid for any of the purposes authorized herein and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Mortgagee to protect the Property and the lien of this Mortgage, shall be additional indebtedness secured hereby, and shall become immediately due and payable by Mortgagor to Mortgagee without notice, with interest at the highest rate specified in the Agreement. Mortgagor shall never construe inaction of Mortgagee to be a waiver of any right accruing to it by reason of any default.

4.07 Priority of Payments. Any rents, issues, deposits, profits, and avails of the Property received by Mortgagee after taking possession of all or any part of the property, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage, shall (unless otherwise required pursuant to order of court) be applied in payment of or on account of the following, in the order listed:

- (a) operating or maintenance expenses of the Property;
- (b) taxes, special assessments, and water and sewer charges now due or that may hereafter become a lien thereon prior to the lien of this Mortgage;
- (c) any and all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Property (including, without limitation, the cost of placing the Property in such condition as will, in the judgment of Mortgagee or any receiver, make it readily rentable or salable);
- (d) any indebtedness secured by this Mortgage or any deficiency that may result from any foreclosure sale pursuant hereto; and
- (e) any remaining funds to Mortgagor or its successors or assigns, as their interests and rights may appear.

4.08 Foreclosure Sale. In the event of any foreclosure sale of the Property, the same may be sold in one or more parcels. Mortgagee may be the purchaser at any foreclosure sale of the Property or any part thereof.

4.09 Application of Proceeds. The proceeds of any foreclosure sale of the Property, or any part thereof, shall be distributed and applied in the following order of priority: (a) on account of all costs and expenses incident to the

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foreclosure proceedings, including all such items as are mentioned in Paragraph 4.05 hereof; (b) all other items that, under the terms of this Mortgage, constitute secured indebtedness additional to that evidenced by the Agreement; (c) all indebtedness remaining unpaid under the Agreement; and (d) the balance to Mortgagor or its successors or assigns, as their interests and rights may appear.

4.10. Remedies Severable and Cumulative. All provisions contained herein pertaining to any remedy of Mortgagee shall be and are severable and cumulative, and the holder of the Obligations hereby may recover judgment hereon, issue execution therefor, and resort to every other right or remedy available at law or in equity without first exhausting and without affecting or impairing the security or any right or remedy afforded hereby.

4.11. Rent. During the continuance of any Event of Default and if Mortgagee or any judicially appointed representative has a right to exclude Mortgagor from all or any part of the Property, Mortgagor agrees to pay the fair and reasonable rental value for the use and occupancy of the Property, or any portion thereof which are in its possession and being occupied for such period and, upon default of any such payment, will vacate and surrender possession of the Property to Mortgagee or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery or possession of premises for non-payment of rent, however designated.

4.12. Compliance with Illinois Law. In the event that any provision in this Mortgage shall be inconsistent with any provision of Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. (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. In addition:

(a) If any provisions of this Mortgage shall grant to Mortgagee any rights or remedies upon an Event of Default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law; provided, however, that nothing herein contained shall be deemed to derogate from any cure rights or notice requirements expressly provided for in this Mortgage.

(b) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated herein shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

(c) The Loan is a "business loan" within the meaning of Sections 205/4(a) and (c) of Chapter 815 of the Illinois Compiled Statutes, as amended.

(d) At the written request and direction of Mortgagor's beneficiary, Mortgagor hereby releases and waives any and all rights to retain possession of the Premises after the occurrence of an Event of Default hereunder and any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of Mortgagor, acquiring any interest in, or title to, the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Section 12-124 and Chapter 110, Section 12-125 of the Illinois Revised Statutes or other applicable law or replacement statutes.

(e) In addition to any provision of the Mortgage authorizing the Mortgagee to take or be placed in possession of the Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15 1701 and 15 1702 of the Act, to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in the Mortgage, all powers, immunities, and duties as provided for in Sections 15 1701 and 15 1703 of the Act.

(f) Without limitation on anything contained in this Mortgage, all advances, disbursements and expenditures made by Mortgagee before and during a foreclosure of this Mortgage, and before and after a judgment of foreclosure therein, and at any time prior to sale of the Premises, and, where applicable, after sale of the Premises and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act, shall have the benefit of all applicable provisions of the Act.

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V. MISCELLANEOUS

5.01 Notices. Any notice that Mortgagee or Mortgagor may desire or be required to give to the other shall be in writing, personally delivered, or sent by facsimile machine or sent by overnight courier, to the intended recipient thereof at its address hereinabove set forth or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered 1 business day after being sent by overnight courier or on the day that such writing is delivered in person or sent by facsimile machine to an officer of Mortgagee or Mortgagor (as the case may be). Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Mortgagee by this Mortgage is not required to be given.

5.02 Covenants Run with Land. All of the covenants of this Mortgage shall run with the land constituting the Premises.

5.03 Governing Law. The validity and interpretation of this Mortgage shall be governed and construed in accordance with the laws of the state in which the Property is located. To the extent that this Mortgage may operate as a security agreement under the Uniform Commercial Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of a secured party, as such term is defined therein.

5.04 Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included herein.

5.05 Non-Waiver. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by Mortgagee to or of any breach or default by Mortgagor in the performance by Mortgagor of any obligations contained herein shall be deemed a consent to or waiver by Mortgagee of such performance in any other instance or any other obligations hereunder.

5.06 Headings. The headings of sections and paragraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

5.07 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

5.08 Deed in Trust. If title to the Property or any part thereof is now or hereafter becomes vested in a trustee, any prohibition or restriction contained herein against the creation of any lien on the Property shall be construed as a similar prohibition or restriction against the creation of any lien on or security interest in the beneficial interest or power of direction of such trust.

5.09 Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon Mortgagor, and its successors, assigns, legal representatives and all other persons or entities claiming under or through Mortgagor and the word "Mortgagor," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Agreement or this Mortgage. The word "Mortgagee," when used herein, shall include Mortgagee's successors, assigns, and legal representatives, including all other holders, from time to time, of the Agreement.

5.10 Release. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

5.11 Fees and Expenses. Mortgagor shall pay all of the reasonable and necessary fees and expenses of Mortgagee with respect to the preparation of this Mortgage, the Agreement and any other documents, instruments or agreements deemed necessary by Mortgagee in connection with this transaction, including, without limitation, reasonable attorneys' fees.

[signature and notary page follows]

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Exhibit A

Legal Description

UNIT 3106 IN THE FAIRBANKS AT CITYFRONT PLAZA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN PARTS OF THE LAND, PROPERTY AND SPACE COMPRISED OF A PART OF BLOCK 1 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0725503139, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

EASEMENT FOR INGRESS AND EGRESS OVER THE COMMON AREAS AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED FEBRUARY 28, 2006 AND RECORDED MARCH 8, 2006 AS DOCUMENT NUMBER 0606745116.

Commonly known as: 240 E. Illinois Street Chicago, Illinois 60611

PIN: 17-10-212-040-1236