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Illinois Anti-Predatory Lending Database Program

Doc#: 1409129119 Fee: \$86.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/01/2014 03:56 PM Pg: 1 of 25

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 24-35-200-013-0000

Address:

Street: 3600 W. 131st Street

Street line 2:

City: Alsip

State: IL

ZIP Code: 60803

Lender: Plastics Engineering Company

Borrower: Nancy A. Ross, as Trustee-Assignee under Trust Agreement and Assignment for the Benefit of Creditors dated March 12, 2014

Loan / Mortgage Amount: \$550,218.00

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: 1FCA09A6-3D14-43E5-94B5-F48E564488B9

Execution date: 04/01/2014

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INSTRUMENT PREPARED BY:

Faye B. Feinstein
 Quarles & Brady LLP
 300 N. LaSalle Street, Suite 4000
 Chicago, Illinois 60654

AFTER RECORDING RETURN TO:

Faye B. Feinstein
 Quarles & Brady LLP
 300 N. LaSalle Street, Suite 4000
 Chicago, Illinois 60654

Above Space for Recorder's Use Only

**MORTGAGE, ASSIGNMENT OF RENTS,
 SECURITY AGREEMENT AND FIXTURE FILING**

This Mortgage, Assignment of Rents, Security Agreement and Fixture Filing ("Mortgage") dated as of March 17, 2014, is given by Nancy A. Ross, as mortgagor ("Borrower"), not individually, but solely as Trustee-Assignee under that certain Trust Agreement and Assignment for the Benefit of Creditors dated March 12, 2014 (the "Assignment") between Borrower and Blue Island Phenol, LLC (the "Company"), to Plastics Engineering Company, as mortgagee ("Lender").

1. GRANT.

1.1 The Property. For the purpose of securing payment and performance of the Secured Obligations defined in Section 2 below, Borrower hereby irrevocably and unconditionally grants, conveys, transfers, assigns, mortgages and warrants to Lender, upon the statutory mortgage condition for breach of which this Mortgage is subject to foreclosure as provided by law, with mortgage covenants and right of entry and possession, all estate, right, title and interest which Borrower now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, together with the Personality (as hereinafter defined) being hereinafter collectively referred to as the "Property"):

(a) The real property located in the County of Cook, State of Illinois, as described in Exhibit A hereto (the "Land");

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including, without limitation all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements");

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(c) All easements and rights of way appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Lender, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them;

(f) All accounts, deposit accounts, instruments, chattel paper, documents, letters of credit, letter of credit rights, supporting obligations, permits, governmental approvals and entitlements, licenses, management contracts, and other contracts and agreements in which Borrower now has or may hereafter have an interest arising out of, or relating to, the acquisition, development, ownership, management or use of the Land (but without Lender assuming or incurring any obligation or liability of Borrower arising thereunder or relating thereto), and all general intangibles arising out of or relating to the acquisition, development, ownership, management or use of the Land, including all software and names by which the Improvements or other property associated therewith may at any time be known or operated and all rights to carry on business under such names or any variant thereof and all trademarks and goodwill in any way relating to the Improvements or such other property;

(g) All sales agreements, deposits, escrow agreements, and other documents and agreements entered into by Borrower with respect to the sale of all or any part of the Land or any interest therein;

(h) All plans and specifications prepared for construction of any Improvements, and all contracts and agreements of Borrower relating to such plans and specifications or to the construction of the Improvements, provided that nothing herein shall be deemed to be an assumption by Lender of any obligation of Borrower with

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respect to such plans and specifications or such construction or under any agreement relating thereto, nor shall Lender otherwise incur any liability with respect thereto unless and until Lender, in its sole and absolute discretion, shall hereafter expressly agree in writing;

(i) All profits, royalties, tolls, earnings, income and other benefits therefrom and installments of money payable pursuant to any agreement for sale of the Land or any part thereof or interest therein and any release, termination or "buy-out" consideration now or hereafter payable to Borrower with respect to any lease, rental, tenancy, occupancy or other agreement; and

(j) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Fixture Filing. This Mortgage constitutes a Security Agreement within the meaning of the Illinois Uniform Commercial Code ("Illinois UCC") and constitutes a financing statement filed as a fixture filing under the Illinois UCC, as amended or recodified from time to time, covering any Property which now is or later may become a fixture attached to the Land or any building located thereon. The addresses of Borrower, Company, and Lender are set forth in Section 7.15 herein.

2. THE SECURED OBLIGATIONS.

2.1 Purpose of Securing. Borrower makes the grant, conveyance, transfer and assignment set forth in Section 1, makes the irrevocable and absolute assignment set forth in Section 3, and grants the security interest set forth in Section 4, all for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Lender may choose:

(a) Payment of all obligations of Borrower to Lender arising under the following instruments, documents, and agreements:

(i) A Secured Promissory Note dated of even date herewith (the "Note"), payable by Borrower as maker.

(ii) Any and all other instruments, documents, and/or agreements executed and delivered to Lender in connection with the Loan, whether presently existing or hereinafter entered into, securing or otherwise relating to the Loan (as defined in the Note), and any and all extensions, modifications, amendments, renewals, substitutions, replacements, restatements and supplements thereof, which evidence, secure, or are otherwise related to the Loan and the credit extended thereunder (collectively, together with the Note, and this Mortgage, the "Loan Documents").

This Mortgage also secures payment and performance of (i) all obligations of Borrower under the Loan Documents which arise after any of the Loan Documents are extended,

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renewed, modified or amended pursuant to any written agreement between Borrower and Lender, and all obligations of Borrower under any successor agreement or instrument, document or agreements which restates and supersedes any of the Loan Documents, and (ii) any other debts, liabilities, or obligations owed by Borrower to Lender.

(b) Payment and performance of all obligations of Borrower under this Mortgage; and

(c) Payment and performance of all future advances and other obligations that Borrower (or any successor in interest to Borrower) may agree to pay and/or perform (whether as principal, surety or guarantor) to or for the benefit of Lender.

This Mortgage does not secure any obligation which expressly states that it is unsecured, whether contained in the foregoing Loan Documents or in any other document, agreement or instrument. Unless specifically described in subparagraph (a) above or otherwise agreed in writing, "Secured Obligations" shall not include any debts, obligations or liabilities which are or may hereafter be "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending law or any regulation promulgated thereunder.

2.2 Terms of Secured Obligations. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Loan Documents described in Paragraph 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Loan Documents which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

2.3 Future Advances; Maximum Indebtedness. This Mortgage secures a "revolving credit" indebtedness as defined in 815 ILCS 205/4.1. All future advances shall have the same priority as if disbursed on the date of this Mortgage. The lien of the Mortgage will be valid even if no advance is made at the date of execution or if there is no indebtedness when a future advance is made. Notwithstanding any provision to the contrary in this Mortgage, the Note, or any other Loan Documents which permits any additional sums to be advanced on or after the date of this Mortgage, whether as additional loans or for any payments authorized by this Mortgage, the total amount of the Secured Obligations shall not at any time exceed two hundred percent (200%) of the original principal amount of the Note set forth in Section 2.1 of this Mortgage.

3. ASSIGNMENT OF RENTS.

3.1 Assignment. Borrower hereby irrevocably, absolutely, presently and unconditionally assigns to Lender all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Lender the right to collect such Rents with or without taking possession of the Property, provided there is an uncured default under the Loan Documents. In the event that anyone establishes and exercises

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any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Borrower as bonus or royalty payments, and any damages or other compensation payable to Borrower in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.

3.2 Grant of License. Notwithstanding the provisions of Paragraph 3.1, Lender hereby confers upon Borrower a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Paragraph 6.2, shall exist and be continuing. If an Event of Default has occurred and is continuing, Lender shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Borrower, and without regard to the adequacy of the security for the Secured Obligations.

4. GRANT OF SECURITY INTEREST.

4.1 Grant of Security Interest. To further secure the prompt payment to Lender of Borrower's Liabilities and the prompt, full and faithful performance by Borrower of its obligations hereunder, Borrower does hereby pledge, assign, transfer and deliver to Lender and does hereby grant to Lender a continuing and unconditional valid and first priority security interest in and to any and all property of the Company and all property of Borrower acquired solely in her capacity as trustee-assigned for the benefit of the creditors of the Company (excluding cash and other property received by Borrower in payment of her fees and expenses), of any kind or description, real or personal, tangible or intangible, whether now existing or hereafter arising or acquired, and wherever now or hereafter located, together with all additions and accessions thereto, substitutions for, and replacements, products and proceeds, and all of Company's books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of Borrower's right, title and interest in and to all of the Company's computer software required to utilize, create, maintain and process any such records or data on electronic media (all of which property, products and proceeds thereof (including proceeds of insurance), are individually and collectively referred to as the "Personalty"). The Personalty shall include without limitation the following:

- (i) all Accounts;
- (ii) all Inventory;
- (iii) all Goods (other than Inventory), including, without limitation, embedded software, Equipment, vehicles, furniture and Fixtures;
- (iv) all Software and computer programs;
- (v) all Securities, Investment Property, Financial Assets and Deposit Accounts;
- (vi) all Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Letter of Credit Rights, all proceeds of letters of credit, notes, receivables, Supporting

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Obligations, notes secured by real estate, Commercial Tort Claims, and General Intangibles, including Payment Intangibles and all tax and other refunds;

- (vii) all client lists, customer lists, contact lists and other compilations of data;
- (viii) all copyrights, trademarks, trade secrets, patents and other intellectual property rights (and any related goodwill);
- (ix) all contracts, licenses, agreements and other business records;
- (x) all insurance policies and proceeds insuring the foregoing property or any part thereof, including unearned premiums;
- (xi) all Accessions, parts, accessories, attachments and appurtenances in any way used with, attached or related to, or installed in, any Equipment or Inventory constituting Personalty hereunder; and
- (xii) all substitutions for, renewals of, improvements, replacements and additions to, and the products and proceeds (cash and non-cash) of all property constituting Personalty hereunder and any insurance policies relating thereto.

Borrower shall execute and deliver to Lender, at any time upon Lender's demand therefor, all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest in the Personalty or any additional collateral and hereby authorizes the filing thereof. Borrower agrees that a carbon, photographic or photostatic copy, or other reproduction, of any financing statement, shall be sufficient as a financing statement. Borrower hereby authorizes Lender to file such financing statements and other documents with such governmental bodies as Lender deems necessary or advisable in order to perfect the security interest granted herein. All terms describing Personalty and not defined herein shall have the meanings ascribed to such terms in the Illinois Uniform Commercial Code in effect from time to time.

5. RIGHTS AND DUTIES OF THE PARTIES.

5.1 Representations and Warranties. Borrower represents and warrants to Lender only that Borrower has those rights and interests in the Land as provided in that certain Trust Agreement and Assignment for the Benefit of Creditors dated March 12, 2014 (the "Assignment") between Borrower and the Company, or otherwise as provided by law. Borrower makes no representation or warranty whatsoever that Borrower lawfully possesses or holds the right to grant this Mortgage, or the right to transfer or cause to be transferred fee simple title to all of the Land and the Improvements, except as provided in the Assignment or as otherwise provided by law.

5.2 Taxes, Assessments, Liens and Encumbrances. Borrower shall pay prior to delinquency all taxes, levies, charges and assessments, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. Borrower shall immediately

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discharge any lien on the Property which Lender has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now or hereafter encumbers or appears to encumber all or part of the Property, whether the lien, charge or encumbrance is or would be senior or subordinate to this Mortgage.

5.3 Damages and Insurance and Condemnation Proceeds.

(a) Borrower hereby absolutely and irrevocably assigns to Lender, and authorizes the payor to pay to Lender to be applied to the Secured Obligations, the following claims, causes of action, awards, payments and rights to payment (collectively, the "Claims"):

(i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it;

(ii) all other awards, claims and causes of action, arising out of any breach of warranty or misrepresentation affecting all or any part of the Property, or for damage or injury to, or defect in, or decrease in value of all or part of the Property or any interest in it;

(iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Lender; and

(iv) all interest which may accrue on any of the foregoing.

(b) Borrower shall immediately notify Lender in writing if:

(i) any damage occurs or any injury or loss is sustained in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) or more to all or any part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

If Lender chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on breach of warranty or misrepresentation, or for damage or injury to, defect in, or decrease in value of all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Lender, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Borrower in adjusting any loss covered by insurance.

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(c) If the total damage or award for a post-assignment loss is One Hundred Thousand and No/100 Dollars (\$100,000.00) or less and no Event of Default has occurred and is continuing under this Mortgage or any of the other Loan Documents, Lender shall promptly release such funds to Borrower and Borrower shall use such proceeds to repair and/or restore the Property.

(d) All proceeds of the Claims assigned to Lender under this Paragraph shall be paid to Lender and applied to the Secured Obligations, unless otherwise agreed to by Lender. In each instance, Lender shall apply those proceeds first toward reimbursement of all of Lender's costs and expenses of recovering the proceeds, including reasonable attorneys' fees. If, in any instance, each and all of the following conditions are satisfied in Lender's reasonable judgment, Lender shall permit Borrower to use the balance of such proceeds ("Net Claims Proceeds") to pay costs of repairing or reconstructing the Property in the manner described below:

(i) The plans and specifications, cost breakdown, construction contract, construction schedule, and contractor for the work of repair or reconstruction must all be reasonably acceptable to Lender;

(ii) Lender must receive evidence satisfactory to it that after repair or reconstruction, the Property would be at least as valuable as it was immediately before the damage or condemnation occurred;

(iii) The Net Claims Proceeds must be sufficient in Lender's reasonable determination to pay for the total cost of repair or reconstruction, including all associated development costs and interest and other sums projected to be payable on the Secured Obligations until the repair or reconstruction is complete; or Borrower must provide its own funds in an amount equal to the difference between the Net Claims Proceeds and a reasonable estimate, made by Borrower and found reasonably acceptable to Lender, of the total cost of repair or reconstruction;

(iv) No Event of Default shall have occurred and be continuing under this Mortgage, the Note, or any other Loan Document; and

(v) Lender must be reasonably satisfied that the repair or reconstruction can be completed within a reasonable period of time.

If Lender finds that such conditions have been met, Lender shall hold the Net Claims Proceeds and any funds which Borrower is required to provide in an interest bearing account and shall disburse them to Borrower. However, upon the occurrence and continuation of an Event of Default, Lender may apply the Net Claims Proceeds to pay or prepay (without imposing any prepayment fee) some or all of the Secured Obligations in such order and proportions as Lender in its sole discretion may choose.

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5.4 Insurance. Borrower shall provide and maintain in force at all times all risk property damage insurance (including without limitation windstorm coverage, and hurricane coverage as applicable) on the Property and such other type of insurance on the Property as may be required by Lender in its reasonable judgment. At Lender's request, Borrower shall provide Lender with a counterpart original of any policy, together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. Each such policy of insurance shall be in an amount, for a term, and in form and content satisfactory to Lender, and shall be written only by companies approved by Lender. In addition, each policy of hazard insurance shall include a loss payable endorsement in favor of Lender. Pursuant to the requirements of the Illinois Collateral Protection Act, 815 ILCS 180/1, et seq. ("Collateral Protection Act"), Borrower is hereby notified that unless the Borrower provides Lender with evidence of the insurance coverage required by this Mortgage or any loan agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest in the Property. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property. Borrower may later cancel any insurance purchased by Lender, but only after providing evidence that Borrower has obtained insurance as required by this Paragraph. If Lender purchases insurance for the Property, Borrower will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to outstanding principal balance of the Secured Obligations. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

5.5 Maintenance and Preservation of Property.

(a) Borrower shall keep the Property in as good condition and repair as existed on the date of the Assignment and shall not commit or allow waste of the Property. Borrower shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except with Lender's express prior written consent in each instance.

(b) If all or part of the Property becomes damaged or destroyed, beyond or in excess of any damage or destruction that existed on the date of the Assignment, Borrower shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices, regardless of whether or not Lender agrees to disburse insurance proceeds or other sums to pay costs of the work of repair or reconstruction under Paragraph 5.3.

(c) Borrower shall not commit or allow any act upon or use of the Property that would violate any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the

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Property. Notwithstanding the preceding sentence, Borrower, with Lender's written consent, may object to and defend against the government's allegation or assertion that an act upon or use of the Property has violated the law or a governmental order. In such a case, Borrower shall comply with the decision of the last court hearing the dispute or the terms of a settlement resolving the dispute. Borrower shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Borrower on the Property or any part of it under this Mortgage.

(d) Borrower shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

5.6 Releases, Extensions, Modifications and Additional Security. Without affecting the personal liability of any person, including Borrower, for the payment of the Secured Obligations or the lien of this Mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, it being expressly understood that Nancy A. Ross shall have no personal liability whatsoever for any of the Secured Obligations, except in her role as trustee/assignee. Lender may from time to time and without notice:

- (a) release any person liable for payment of any Secured Obligation;
- (b) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;
- (c) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;
- (d) alter, substitute or release any property securing the Secured Obligations;
- (e) consent to the making of any plat or map of the Property or any part of it;
- (f) join in granting any easement or creating any restriction affecting the Property;
- (g) join in any subordination or other agreement affecting this Mortgage or the lien of it; or
- (h) release the Property or any part of it from the lien of this Mortgage.

5.7 Release. When all of the Secured Obligations have been paid in full and no further commitment to extend credit continues, Lender shall release the Property, or so much of it as is then held under this Mortgage, from the lien of this Mortgage.

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5.8 Compensation and Reimbursement of Costs and Expenses.

(a) Borrower agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Lender when the law provides no maximum limit, for any services that Lender may render in connection with this Mortgage, including Lender's providing a statement of the Secured Obligations. Borrower shall also pay or reimburse all of Lender's costs and expenses which may be incurred in rendering any such services.

(b) Borrower further agrees to pay or reimburse Lender for all costs, expenses and other advances which may be incurred or made by Lender to protect or preserve the Property or to enforce any terms of this Mortgage, including the exercise of any rights or remedies afforded to Lender under Paragraph 6.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Mortgage, including reasonable attorneys' fees and other legal costs, costs of any sale of the Property and any cost of evidence of title.

(c) Borrower shall pay all obligations arising under this Paragraph immediately upon demand by Lender. Each such obligation shall be added to, and considered to be part of, the principal of the Secured Obligations, and shall bear interest from the date the obligation arises at the rate provided in any instrument or agreement evidencing the Secured Obligations. If more than one rate of interest is applicable to the Secured Obligations, the highest rate shall be used for purposes hereof.

5.9 Exculpation and Indemnification

(a) Lender shall not be directly or indirectly liable to Borrower or any other person as a consequence of any of the following:

(i) Lender's exercise of or failure to exercise any rights, remedies or powers granted to it in this Mortgage;

(ii) Lender's failure or refusal to perform or discharge any obligation or liability of Borrower under any agreement related to the Property or under this Mortgage;

(iii) Lender's failure to produce Rents from the Property or to perform any of the obligations of the lessor under any lease covering the Property;

(iv) any waste committed by lessees of the Property or any other parties, or any dangerous or defective condition of the Property; or

(v) any loss sustained by Borrower or any third party resulting from any act or omission of Lender in operating or managing the Property upon exercise of the rights or remedies afforded Lender under Paragraph 6.3, unless the

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loss is caused by the gross negligence or willful misconduct and bad faith of Lender.

Borrower hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Lender.

(b) Borrower agrees to indemnify Lender against and hold Lender harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, reasonable attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which Lender may suffer or incur in performing any act required or permitted by this Mortgage or by law or because of any failure of Borrower to perform any of its obligations. This agreement by Borrower to indemnify Lender shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release of this Mortgage.

5.10 Defense and Notice of Claims and Actions. At Borrower's sole expense, Borrower shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Lender created under it, against all adverse claims. Borrower shall give Lender prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.11 Representation and Warranty Regarding Hazardous Substances. Borrower makes no representation or warranty whatsoever about any hazardous substance that has been or might have been disposed of or released or otherwise exists or might exist in, on, under or onto the Property. Subject to the right, described in Section 5.5(c), to object to and defend against the government's allegation or assertion that an act upon or use of the Property has violated the law or a governmental order concerning hazardous substances at, under, or migrating from the Property, Borrower shall, subject to cash availability, take all reasonable actions with respect to any hazardous substances or other environmental condition at, on, or under the Property necessary to (i) comply with all applicable Environmental Laws; (ii) allow continued use, occupation or operation of the Property; or (iii) maintain the fair market value of the Property. "Hazardous substance" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any current or future federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas. "Environmental law" means all current and future laws, regulations, ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances.

5.12 Site Visits, Observation and Testing. Lender and its agents and representatives shall have the right at any reasonable time, after giving reasonable notice to Borrower, to enter and visit the Property for the purposes of performing appraisals, observing the Property, taking and removing environmental samples, and conducting tests on any part of the Property. Lender will make reasonable efforts during any site visit, observation or testing

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conducted pursuant this Paragraph to avoid interfering with Borrower's use of the Property. Lender is under no duty, however, to visit or observe the Property or to conduct tests, and any such acts by Lender will be solely for the purposes of protecting Lender's security and preserving Lender's rights under this Mortgage. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") (i) will result in a waiver of any default of Borrower; (ii) impose any liability on Lender; or (iii) be a representation or warranty of any kind regarding the Property (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event Lender has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to Borrower or any other party, Borrower authorizes Lender to make such a disclosure. Lender may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in Lender's judgment. Borrower further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to Borrower by Lender or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of Borrower) by Borrower without advice or assistance from Lender.

6. ACCELERATING TRANSFERS, DEFAULT AND REMEDIES.

6.1 Accelerating Transfers

(a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, lease, or other transfer, whether voluntary, involuntary, by operation of law or otherwise, of all or any material part of the Property or any interest in it, including any transfer or exercise of any right to drill for or to extract any water (other than for Borrower's own use), oil, gas or other hydrocarbon substances or any mineral of any kind on or under the surface of the Property.

(b) Borrower acknowledges that Lender is making one or more advances under the Note in reliance on the expertise, skill and experience of Borrower, thus the Secured Obligations include material elements similar in nature to a personal service contract. In consideration of Lender's reliance, Borrower agrees that Borrower shall not make any Accelerating Transfer, unless the transfer is preceded by Lender's express written consent to the particular transaction and transferee. Lender may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Lender in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Lender may invoke any rights and remedies provided by Paragraph 6.3 of this Mortgage. Borrower acknowledges the materiality of the provisions of this Paragraph 6.1 as a covenant of Borrower, given individual weight and consideration by Lender in extending the Secured Obligations, and that any Accelerating Transfer in violation of the permitted transfer provisions herein set forth shall result in a material impairment of Lender's interest in the Property and be deemed to be a breach of the foregoing covenant.

6.2 Events of Default. The occurrence of any one or more of the following events, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

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(a) Borrower fails to make any payment, when due, under the Note or any other of the Loan Documents (after giving effect to any applicable grace period), or any other default occurs under and as defined in the Loan Documents or in any other instrument or agreement evidencing any of the Secured Obligations and such default continues beyond any applicable cure period;

(b) Borrower fails to make any payment or perform any obligation which arises under this Mortgage other than one to pay money and does not cure that failure within ten (10) days after written notice from Lender to Borrower;

(c) Borrower makes or permits the occurrence of an Accelerating Transfer in violation of Paragraph 6.1;

(d) Any representation or warranty made in connection with this Mortgage or the Secured Obligations proves to have been false or misleading in any material respect when made;

(e) Any default occurs under any other mortgage on all or any part of the Property, or under any obligation secured by such mortgage, whether such mortgage is prior to or subordinate to this Mortgage;

(f) An Event of Default occurs and is continuing under any of the Loan Documents.

6.3 Remedies. At any time after the occurrence of an Event of Default, Lender shall be entitled to invoke any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Lender may declare any or all of the Secured Obligations to be due and payable immediately.

(b) Lender may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property, pursuant to applicable law including the Illinois Act (as hereinafter defined), without notice and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of the Borrower, any guarantor, or any indemnitor with respect to the payment of the Secured Obligations. Any receiver appointed pursuant to the Illinois Act shall have all powers and duties prescribed by the Illinois Act, including the power to take possession, control and care of the Property and to collect rents (including, but not limited to any delinquent rents) thereof during the pendency of such foreclosure suit and to apply the funds received towards the Secured Obligations.

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(c) Lender, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Borrower sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Lender may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: entering into, enforcing, modifying, or canceling leases on such terms and conditions as Lender may consider proper; obtaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Property; and preparing for harvest, harvesting and selling any crops that may be growing on the property. Borrower hereby irrevocably constitutes and appoints Lender as its attorney-in-fact to perform such acts and execute such documents as Lender in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Borrower's name on any instruments. Borrower agrees to deliver to Lender all books and records pertaining to the Property, including computer-readable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Lender in order to enable Lender to exercise its rights under this Paragraph.

(d) Lender may cure any breach or default of Borrower, and if it chooses to do so in connection with any such cure, Lender may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Lender under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Lender's sole judgment is or may be senior in priority to this Mortgage, such judgment of Lender to be conclusive as among the parties to this Mortgage; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Mortgage; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Lender. Lender may take any of the actions permitted hereunder either with or without giving notice to any person.

(e) Lender may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Mortgage.

(f) Lender may exercise the remedies contained in the Loan Documents or in any other instrument or agreement evidencing any of the Secured Obligations.

(g) Lender may proceed under the Illinois UCC as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Illinois UCC. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has

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been given, Lender may sell the Personalty at a public sale to be held at the time and place specified in the notice of sale. It shall be deemed commercially reasonable for the Lender to dispose of the Personalty without giving any warranties as to the Personalty and specifically disclaiming all disposition warranties.

(h) If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, Illinois Compiled Statutes Chapter 735, Section 5/15-1101 et seq. (the "Illinois Act"), the provisions of the Illinois 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 fairly be construed in a manner consistent with the Illinois Act.

(i) Without in any way limiting or restricting any of the Lender's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, the Lender shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgage is permitted to have or exercise under the provisions of the Illinois Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to the Lender any rights, remedies, powers or authorities upon default of Borrower which are more limited than the rights that would otherwise be vested in the Lender under the Illinois Act in the absence of said provision, the Lender shall be vested with all of the rights, remedies, powers and authorities granted in the Illinois Act to the fullest extent permitted by law.

(j) Without limiting the generality of the foregoing, all expenses incurred by the Lender, to the extent reimbursable, under Sections 5/15-1510, 5/15-1512, or any other provision of the Illinois Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other provision of this Mortgage, shall be added to the indebtedness secured by this Mortgage and by the judgment of foreclosure.

(k) Borrower waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Property, (b) all rights of reinstatement, redemption, valuation, appraisal, homestead, moratorium, exemption, extension, stay of execution, notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the liens hereby created, (c) all rights and remedies which Borrower may have or be able to assert by reason of the laws of the State of Illinois pertaining to the rights and remedies of sureties, (d) the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Loan Documents or any other Secured Obligations, and (e) any rights, legal or equitable, to require marshaling of assets or to require foreclosure sales in a particular order. Without limiting the generality of the preceding sentence, Borrower, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage, to the extent permitted by law, hereby irrevocably waives any and all rights of reinstatement or redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage or under any power

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contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Borrower, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Property and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness. The Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. The Lender shall have the right to determine the order in which any or all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, BORROWER/MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER SECTION 5/15-1601(b) OF THE ILLINOIS ACT OR ANY SIMILAR APPLICABLE LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION OR REINSTATEMENT ON BORROWER'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY. BORROWER WAIVES ALL RIGHTS OF REINSTATEMENT UNDER SECTION 5/15-1602 OF THE ILLINOIS ACT TO THE FULLEST EXTENT PERMITTED BY ILLINOIS LAW.

6.4 Application of Sale Proceeds and Rents.

(a) Lender shall apply the proceeds of any sale of the Property in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including costs of evidence of title in connection with the sale; and, second, to pay all other Secured Obligations in any order and proportions as Lender in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto.

(b) Lender shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Property which Lender may receive or collect under Paragraph 6.3, in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Lender or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Lender in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto. Lender shall have no liability for any funds which it does not actually receive.

7. MISCELLANEOUS PROVISIONS

7.1 No Waiver or Cure.

(a) Each waiver by Lender must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Lender to take action on account of any default of Borrower. Consent by Lender to

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any act or omission by Borrower shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Lender's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Mortgage; or prejudice Lender or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Lender of any tenancy, lease or option, or a subordination of the lien of this Mortgage:

(i) Lender, its agent or a receiver takes possession of all or any part of the Property;

(ii) Lender collects and applies Rents, either with or without taking possession of all or any part of the Property;

(iii) Lender receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Lender under this Mortgage;

(iv) Lender makes a site visit, observes the Property and/or conducts tests thereon;

(v) Lender receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations;

(vi) Lender or any receiver performs any act which it is empowered or authorized to perform under this Mortgage or involves any right or remedy provided under this Mortgage.

7.2 Powers of Lender. Lender may take any of the actions permitted under Paragraphs 6.3(b) and/or 6.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Mortgage.

7.3 Mortgage Clause. Borrower warrants to Lender that this Mortgage secures the payment of the Secured Obligations including, without limitation, the Note, the terms of which are incorporated herein by this reference.

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7.4 Merger. No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

7.5 Joint and Several Liability. If Borrower consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Borrower's obligations under this Mortgage.

7.6 Applicable Law. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

7.7 Successors in Interest. The terms, covenants and conditions of this Mortgage shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Paragraph does not waive the provisions of Paragraph 6.1.

7.8. CONSENT TO JURISDICTION. TO INDUCE LENDER TO ACCEPT THIS MORTGAGE, BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN COOK COUNTY, ILLINOIS. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, ILLINOIS, AND WAIVES PERSONAL SERVICE OF PROCESS UPON BORROWER.

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

7.10 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of

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specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.

7.11 Waiver of Marshaling. Borrower waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Mortgage. Each successor and assign of Borrower, including any holder of a lien subordinate to this Mortgage, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

7.13 Waiver of Homestead. Borrower hereby abandons and waives all claims of homestead on the Property and does hereby forever release and discharge the Property from any and all claims of homestead.

7.14 Severability. If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then Lender may, at its option, declare all Secured Obligations immediately due and payable.

7.15 Notices. Notices shall be sent to the following addresses. Borrower hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below.

Addresses for Notices to Borrower: Nancy A. Ross, not individually, but solely as
Trustee-Assignee under the Assignment
High Ridge Partners, Inc.
140 S. Dearborn, Suite 420
Chicago, IL 60603
Phone (312) 456-5636

With a copy to: David P. Vallas
Polsinelli PC
161 North Clark Street
Suite 4200
Chicago, Illinois 60601
Phone (312) 819-1900
Fax (312) 819-1901

Address for Notices to Lender: Jeffrey T. Mohr
Secretary & General Counsel
Plastics Engineering Company
3518 Lakeshore Road
P.O. Box 758

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Sheboygan, WI 53082
 Phone (920) 458-2121
 Fax (920) 458-1923

With a copy to:

Faye Feinstein
 Quarles & Brady LLP
 300 North LaSalle Street
 Suite 4000
 Chicago, Illinois 60654
 Phone (312) 715-5069
 Fax (312) 632-1723

Address for Company:

Blue Island Phenol, LLC
 3350 W. 131st. Street
 Blue Island, IL 60406

7.16 Business Loan. Borrower stipulates, represents, warrants, affirms and agrees that each of the loans and other obligations secured hereby constitute a "business loan" within the meaning of the Illinois Compiled Statutes, Chapter 815, Sections 205/4(a) or (c), as amended.

7.17 No Property Manager Lien. Any property management agreement for or relating to all or any part of the Property, whether now in effect or entered into hereafter by Borrower or on behalf of Borrower, shall contain a subordination provision whereby the property manager forever and unconditionally subordinates to the lien of this Mortgage any and all mechanic's lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law, including, without limitation, Illinois Compiled Statutes, Chapter 770, Section 60/1), as amended. Such property management agreement or a short form thereof, including such subordination, shall, at the Lender's request, be recorded with the office of the recorder of deeds for the county in which the Property is located. Borrower's failure to cause any of the foregoing to occur shall constitute an Event of Default under this Mortgage.

7.18 Not Agricultural Land. Borrower acknowledges that the Property does not constitute agricultural real estate as defined in Section 15/1201 of the Illinois Act or residential real estate as defined in Section 15/1219 of the Illinois Act.

This Mortgage is executed and delivered by Nancy A. Ross, not individually, but solely in the exercise of the power conferred upon her as assignee/trustee under the Assignment, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, Nancy A. Ross on account of this Mortgage or any agreement of said /assignee trustee contained in this Mortgage, either express or implied, all such personal liability, if any, being expressly waived and released. Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Nancy A. Ross acting in the capacity of an assignee/trustee, while in form purporting to be the representations, covenants, undertakings and agreements of Nancy A. Ross, as trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by said assignee/trustee or for any other purpose or intention other than the limited purpose of binding only the assets held in trust by Nancy A. Ross for

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the benefit of the creditors of the Company. Notwithstanding any of the foregoing, Nancy A. Ross may be personally liable for any losses caused by the gross negligence or willful misconduct and bad faith of Nancy A. Ross in the exercise of the power conferred upon her as assignee/trustee under the Assignment.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first above written.

BORROWER:

Nancy A. Ross

By: Nancy A. Ross, not individually, but solely as Trustee-Assignee under that certain Trust Agreement and Assignment for the Benefit of Creditors of Blue Island Phenol, LLC dated March 12, 2014

STATE OF ILLINOIS

COUNTY OF COOK *Will*

)
) SS.
)

I, Lorraine Torres, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Nancy A. Ross, the Trustee-Assignee of Blue Island Phenol LLC, who is 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 and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth. Given under my hand and notarial seal, this 24th day of March, 2014.

Lorraine Torres
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

The Land is legally described as follows:

PARCEL 1

THAT PART OF LOT 1 IN CLARK OIL AND REFINING CORPORATION SUBDIVISION IN SECTION 25, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

NOTE: THE EAST LINE OF SAID LOT IS ASSUMED AS "DUE NORTH" FOR THE FOLLOWING COURSES

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 25 MINUTES 20 SECOND WEST ON THE SOUTH LINE OF SAID LOT, 149.0 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 25 MINUTES 20 SECOND WEST ON SAID SOUTH LINE OF SAID LOT, 515.26 FEET; THENCE NORTH 0 DEGREES 20 MINUTES 30 SECOND EAST 1110.0 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 20 SECOND EAST PARALLEL WITH THE SAID SOUTH LINE OF SAID LOT, 657.64 FEET TO A POINT IN THE SAID EAST LINE OF SAID LOT; THENCE DUE SOUTH ON SAID LINE, 682.15 FEET TO A POINT THAT IS 424.90 FEET NORTH OF THE AFORESAID SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 25 MINUTES 20 SECOND WEST PARALLEL WITH THE SAID SOUTH LINE OF SAID LOT, 48 FEET; THENCE DUE SOUTH PARALLEL WITH SAID EAST LINE, 282.15 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 20 SECOND WEST PARALLEL WITH SAID SOUTH LINE 101.0 FEET; THENCE DUE SOUTH PARALLEL WITH SAID EAST LINE, 142.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 24-35-200-013-0000

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM CLARK OIL & REFINING CORPORATION TO B.T.L. OF ILLINOIS, INC. DATED SEPTEMBER 16, 1985 AND RECORDED OCTOBER 10, 1985 AS DOCUMENT 85230534 FOR THE USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE EXISTING PIPES TO THE EXTENT THAT THE EXISTING PIPES OVER THE ACETONE PIPELINE LOCATION AND THE BENZENE PIPELINE LOCATION, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS SOLELY FOR THE PURPOSE OF MAINTENANCE, REPAIR AND REPLACEMENT OF THE EXISTING PIPES.

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PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM CLARK OIL & REFINING CORPORATION TO B.T.L. OF ILLINOIS, INC. DATED SEPTEMBER 16, 1985 AND RECORDED OCTOBER 10, 1985 AS DOCUMENT 85230534 TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REPLACE THE FUTURE PIPES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS SOLELY FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE EXISTING PIPES.

PARCEL 4:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM CLARK OIL & REFINING CORPORATION TO B.T.L. OF ILLINOIS, INC. DATED SEPTEMBER 16, 1985 AND RECORDED OCTOBER 10, 1985 AS DOCUMENT 85230534 TO USE THE CLARK RAILROAD FACILITIES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON AND ACROSS THE CLARK PROPERTY FOR PURPOSES INCIDENTAL THERETO.

PARCEL 5:

EASEMENT AGREEMENT FOR THE BENEFIT OF PARCEL 1 RECORDED OCTOBER 10, 1985 AS DOCUMENT 85230535 EXECUTED BY AND BETWEEN CLARK OIL AND REFINING COMPANY AND B.T.L. OF ILLINOIS, INC., FOR A PERPETUAL NON-EXCLUSIVE EASEMENT TO OPERATE, MAINTAIN AND REPAIR, TOGETHER WITH A RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF MAINTENANCE, REPAIR AND REPLACEMENT OF PRIVATE SEWER.

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 1 RECORDED OCTOBER 10, 1985 AS DOCUMENT 85230537 EXECUTED BY AND BETWEEN B.T.L. OF ILLINOIS, INC., AND CLARK OIL AND REFINING CORPORATION, FOR A PERPETUAL NON-EXCLUSIVE EASEMENT TO USE CERTAIN RAILROAD FACILITIES.

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM CLARK OIL AND REFINING CORPORATION TO B.T.L. OF ILLINOIS, INC. DATED SEPTEMBER 13, 1985 AND RECORDED AS DOCUMENT 0733335187, FOR PARKING.

Tax Parcel Number: 24-35-200-013-0000

Property Location: 3600 W. 131st. Street, Alsip, IL 60803

Mailing Address: 3350 W. 131st. Street, Blue Island, IL 60406