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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1427218033

Doc#: 1427218033 Fee: \$86.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/29/2014 09:59 AM Pg: 1 of 25

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 11-32-329-024-0000

Address:

Street: 1300 W. Devon Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60660

Lender: Score Sub-CDE 2, LLC

Borrower: HHC Devon Real Estate, NFP

Loan / Mortgage Amount: \$7,840,000.00

This property is located within the program area and is exempt from the requirements of 765 ILC's 77/70 et seq. because it is commercial property.

Certificate number: 720C79F9-8FCD-4A88-977B-AF298695F519

Execution date: 09/08/2014

Property of Cook County Clerk's Office

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**PREPARED BY AND WHEN
RECORDED RETURN TO:**)

Applegate & Thorne-Thomsen, P.C.)
626 W. Jackson, Suite 400)
Chicago, IL 60661)
Attention: Debra A. Kleban)

(Space Above For Recording Use)

THIS MORTGAGE SECURES NOTES WHICH PROVIDE FOR A FIXED INTEREST RATE

MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THE PARTIES TO THIS MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Mortgage**"), made as of September 8, 2014, are HHC DEVON REAL ESTATE, NFP, an Illinois nonprofit corporation ("**Mortgagor**"), and SCORE SUB-CDE 2, LLC, an Illinois limited liability company (together with its successors and assigns, the "**Mortgagee**"). The mailing address of Mortgagor and Mortgagee are the addresses for those parties set forth or referred to in Section 9.8 below.

ARTICLE 1 GRANT

1.1 GRANT. For the purposes of and upon the terms and conditions in this Mortgage, Mortgagor irrevocably grants, conveys, bargains, mortgages, warrants, encumbers, assigns, transfers, hypothecates, pledges, sets over, and grants a security interest in and assigns to Mortgagee: (a) the fee simple estate in and to the real property located in the County of Cook, State of Illinois, described on Exhibit A attached hereto and made part hereof, together with all estates and development rights now existing or hereafter acquired for use in connection therewith, (b) all buildings and other improvements, fixtures and equipment now or hereafter located on such real property, (c) all right, title, interest, and privileges of Mortgagor in and to all streets, roads, and alleys used in connection with or pertaining to such real property, (d) all water and water rights, minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, (e) all appurtenances, easements, rights and rights of way appurtenant or related thereto, and (f) all air rights, development rights and credits, licenses and permits related to such real property; subject, however, to those certain exceptions set forth on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions"). All interest or estate which Mortgagor has or may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing, are collectively referred to herein as the

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“Property”. The listing of specific rights or property shall not be interpreted as a limit of general terms.

1.2 WARRANTY OF TITLE; USE OF PROPERTY. Mortgagor warrants that it is the sole owner of a good and marketable fee simple interest in the Property, subject only to the Permitted Exceptions. Mortgagor warrants that the Property is not used principally for agricultural or farming purposes, and that the Property is not homestead property.

1.3 USE OF PROCEEDS. Mortgagor represents and warrants to Mortgagee that the proceeds of the obligations secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligations secured by this Mortgage constitute (i) a “business loan” as that term is defined in, and for all purposes of, 815 ILCS 205/4(1)(c), and (ii) a “loan secured by a mortgage on real estate” within the purview and operation of 815 ILCS 205/4(1)(l).

ARTICLE II OBLIGATIONS SECURED

2.1 OBLIGATIONS SECURED. Mortgagor makes this Mortgage for the purpose of securing: (a) the performance of the obligations contained herein and in that certain Loan Agreement dated of even date herewith to which Mortgagor, as borrower (“**Borrower**”), and each Mortgagee, as lender (“**Lender**”) are parties (“**Loan Agreement**”); (b) the payment of SEVEN MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS (\$7,840,000) (“**Loan**”), together with interest thereon, according to the terms of one or more promissory notes, dated of even date herewith, executed by Mortgagor and payable to the order of Lender (the “**Notes**”); (c) any and all extensions, renewals, or modifications of the Notes and Loan Agreement, whether the same be in greater or lesser amounts; and (d) payment and performance of any future advances and other obligations that the then record owner of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Mortgage (collectively, the “**Secured Obligations**”). This Mortgage secures the payment of the entire indebtedness secured hereby; provided, however, that the total amount secured by this Mortgage (excluding interest, costs, expenses, charges, fees, protective advances and indemnification obligations, all of any type or nature) shall not exceed an amount equal to 300% of the face amount of the Notes. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

2.2 INCORPORATION. The term “obligations” is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges (if any), late charges and loan fees at any time accruing or assessed on any of the Secured Obligations, together with all costs of collecting the Secured Obligations. All terms of the Secured Obligations and the documents evidencing such obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Property shall be deemed to have notice of the terms of the Secured Obligations and the rate of interest on one or more Secured Obligations may vary from time to time.

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ARTICLE III ASSIGNMENT OF LEASES AND RENTS

3.1 ASSIGNMENT. Mortgagor hereby irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under: (a) all present and future leases of the Property or any portion thereof, all licenses and agreements relating to the management, leasing, occupancy or operation of the Property, whether such leases, licenses and agreements are now existing or entered into after the date hereof ("**Leases**"); and (b) the rents, issues, revenues, receipts, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Mortgagor under the Leases ("**Payments**"). The term "Leases" shall also include all subleases and other agreements for the use or occupancy of the Property, all guarantees of and security for the tenant's performance thereunder, the right to exercise any landlord's liens and other remedies to which the landlord is entitled, and all amendments, extensions, renewals or modifications thereto. This is a present and absolute assignment, not an assignment for security purposes only, and Mortgagee's right to the Leases and Payments is not contingent upon, and may be exercised without, possession of the Property.

3.2 GRANT OF LICENSE. Mortgagee confers upon Mortgagor a revocable license ("**License**") to collect and retain the Payments as they become due and payable, until the occurrence of an Event of Default (as hereinafter defined). Upon an Event of Default, the License shall be automatically revoked and Mortgagee may collect and apply the Payments pursuant to the terms hereof without notice and without taking possession of the Property. All payments thereafter collected by Mortgagor shall be held by Mortgagor as trustee under a constructive trust for the benefit of Mortgagee. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any rentals or other sums which may at any time become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and the tenants shall have no duty to inquire as to whether any Event of Default has actually occurred or is then existing. Mortgagor hereby relieves the tenants from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Mortgagee. Mortgagee may apply, in their sole discretion, any Payments so collected by Mortgagor against any Secured Obligation under the Loan Documents (as defined in the Loan Agreement), whether existing on the date hereof or hereafter arising. Collection of any Payments by Mortgagee shall not cure or waive any Event of Default or notice of Event of Default or invalidate any acts done pursuant to such notice.

3.3 EFFECT OF ASSIGNMENT. The foregoing irrevocable assignment shall not cause Mortgagee to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; (c) responsible or liable for any waste committed on the Property by the tenants under any of the Leases or any other parties, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, invitee or other person; (d) responsible for or under any duty to produce rents or profits; or (e) directly or indirectly liable to Mortgagor or any other person as a consequence of the exercise or failure to exercise any of the rights, remedies or powers granted to Mortgagee hereunder or to perform or discharge any obligation, duty or liability of Mortgagor arising under the Leases.

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ARTICLE IV SECURITY AGREEMENT AND FIXTURE FILING

4.1 SECURITY INTEREST. Mortgagor hereby grants and assigns to Mortgagee a security interest, to secure payment and performance of all of the Secured Obligations, in all of the following described personal property in which Mortgagor now or at any time hereafter has any interest (collectively, the “**Collateral**”):

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Property; together with all Payments and other rents and security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Mortgagor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights, all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the Property; all advance payments of insurance premiums made by Mortgagor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Mortgagee, whether or not disbursed; all funds deposited with Mortgagee pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; all of Mortgagor’s right, title and interest, now or hereafter acquired, to the payment of money from Mortgagee to Mortgagor under any swap, derivative, foreign exchange or hedge transaction or arrangement (or similar transaction or arrangement howsoever described or defined) at any time entered into between Mortgagor and such Mortgagee in connection with the Notes; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

As to all of the above described personal property which is or which hereafter becomes a “fixture” under applicable law, this Mortgage constitutes a fixture filing under the Illinois Uniform Commercial Code, as amended or recodified from time to time (“UCC”).

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4.2 RIGHTS OF MORTGAGEE. Upon the occurrence of an Event of Default, Mortgagee shall have all the rights of a "Secured Party" under the UCC. In addition to such rights, Mortgagee may, but shall not be obligated to, at any time without notice and at the expense of Mortgagor: (a) give notice to any person of Mortgagee's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Mortgagee therein; (c) inspect the Collateral; and (d) endorse, collect and receive any right to payment of money owing to Mortgagor under or from the Collateral. Mortgagee may: (i) upon written notice, require Mortgagor to assemble any or all of the Collateral and make it available to Mortgagee at a place designated by Mortgagee; (ii) without prior notice, enter upon the Property or other place where any of the Collateral may be located and take possession of, collect, sell, and dispose of any or all of the Collateral, and store the same at locations acceptable to Mortgagee at Mortgagor's expense; and/or (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become the purchaser at any such sales. Notwithstanding the above, in no event shall Mortgagee be deemed to have accepted any property other than cash in satisfaction of any obligation of Mortgagor to Mortgagee unless Mortgagee shall make an express written election of said remedy under the UCC or other applicable law.

Mortgagor acknowledges and agrees that a disposition of the Collateral in accordance with Mortgagee's rights and remedies as heretofore provided is a disposition thereof in a commercially reasonable manner and that ten (10) days prior notice of such disposition is commercially reasonable notice. Mortgagor further agrees that any sale or other disposition of all or any portion of the Collateral may be applied by Mortgagee first to the reasonable expenses in connection therewith, including reasonable attorneys' fees and disbursements, and then to the payment of the Secured Obligations.

4.3 REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents and warrants that: (a) Mortgagor's principal place of business is located at the address shown in Section 9.8 below; and (b) Mortgagor's legal name is exactly as set forth on the first page of this Mortgage and all of Mortgagor's organizational documents or agreements delivered to Mortgagee are complete and accurate in every respect. Mortgagor agrees: (i) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Mortgagee thirty (30) days prior written notice thereof; (ii) to cooperate with Mortgagee in perfecting all security interests granted herein and in obtaining such agreements from third parties as Mortgagee deems necessary, proper or convenient in connection with the creation, preservation, perfection, priority or enforcement of any of its rights hereunder; and (iii) that Mortgagee is authorized to file financing statements in the name of Mortgagor to perfect Mortgagee's security interest in the Collateral.

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ARTICLE V RIGHTS AND DUTIES OF THE PARTIES

5.1 PERFORMANCE OF SECURED OBLIGATIONS. Mortgagor shall promptly pay and perform each Secured Obligation when due. If Mortgagor fails to timely pay or perform any portion of the Secured Obligations (including taxes, assessments and insurance premiums), or if a legal proceeding is commenced that may significantly affect Mortgagee's rights in the Property, then Mortgagee may (but is not obligated to), at Mortgagor's expense, take such action as they consider to be necessary to protect the value of the Property and Mortgagee's rights in the Property, including the retaining of counsel, and any amount so expended by Mortgagee will be added to the Secured Obligations and will be payable by Mortgagor to Mortgagee on demand, together with interest thereon from the date of advance until paid at the default rate provided in the Notes.

5.2 TAXES AND ASSESSMENTS. Mortgagor shall also pay prior to delinquency all taxes, assessments, levies and charges (collectively, "Assessments") imposed upon the Property by any public authority or upon Mortgagee by reason of its interest in any Secured Obligation or in the Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided, however, Mortgagor shall have no obligation to pay taxes which may be imposed from time to time upon Mortgagee and which are measured by and imposed upon such Mortgagee's net income. Notwithstanding the foregoing, so long as no Event of Default exists, Mortgagor may, prior to delinquency and at its sole expense, contest any such Assessments, but this shall not change or extend Mortgagor's obligation to pay the Assessment as required above unless Mortgagor shall (i) give Mortgagee prior written notice of its intent to contest an Assessment; (ii) demonstrate to Mortgagee's reasonable satisfaction that (1) the Property will not be sold to satisfy the Assessment prior to the final determination of the legal proceedings, (2) Mortgagor has taken such actions as are required or permitted to accomplish a stay of any such sale, or (3) Mortgagor has furnished a bond or surety (satisfactory to Mortgagee in form and amount) sufficient to prevent a sale of the Property; (iii) at Mortgagee's option, if Mortgagor shall not have furnished a bond or surety as provided in (ii)(3) of this subsection above, Mortgagor has deposited the full amount necessary to pay any unpaid portion of the Assessments with Mortgagee; and (iv) such proceeding shall be permitted under any other instrument to which Mortgagor or the Property is subject (whether superior or inferior to this Mortgage); provided, however, that the foregoing shall not apply to the contesting of any income taxes, franchise taxes, ground rents, maintenance charges, and utility charges.

5.3 LIENS, ENCUMBRANCES AND CHARGES. Mortgagor shall promptly discharge (or bond or obtain insurance over in a manner acceptable to Mortgagee as provided in the Loan Agreement) any lien not approved by Mortgagee in writing that has or may attain priority over this Mortgage.

5.4 DUE ON SALE OR ENCUMBRANCE. Except as may be permitted by the Loan Agreement, IF the Property or any interest therein shall be sold, transferred, including, without limitation, through sale or transfer, directly or indirectly, of a change in control of Mortgagor, mortgaged, assigned, further encumbered or leased, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Mortgagee, THEN Mortgagee, in its sole discretion, may at anytime thereafter declare all Secured Obligations immediately due and payable.

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5.5 DAMAGES; INSURANCE AND CONDEMNATION PROCEEDS.

(a) The following (whether now existing or hereafter arising) are all absolutely and irrevocably assigned by Mortgagor to Mortgagee and, at the request of Mortgagee, shall be paid directly to Mortgagee: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Property or Collateral; (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Property or Collateral; (iii) all proceeds of any insurance policies payable by reason of loss sustained to all or any part of the Property or Collateral; and (iv) all interest which may accrue on any of the foregoing. Subject to applicable law, and without regard to any requirement contained in this Mortgage, if an Event of Default has occurred and is then continuing, Mortgagee may at its discretion apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any claim and may apply the balance to the Secured Obligations in any order acceptable to Mortgagee, and/or Mortgagee may release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action and, after an Event of Default, may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure, including, without limitation, any malfeasance or nonfeasance by Mortgagee or its employees or agents.

(b) So long as no Event of Default has occurred and is then continuing, Mortgagor may use insurance or condemnation proceeds held by Mortgagee for repair or restoration if: (i) Mortgagor deposits with Mortgagee such additional funds which Mortgagee reasonably determines are needed to pay all costs of the repair or restoration (including, without limitation, taxes, financing charges, insurance and rent during the repair period); (ii) Mortgagor and Mortgagee establish an arrangement for lien releases and disbursement of funds acceptable to Mortgagee (the arrangement contained in the Loan Agreement for obtaining lien releases and disbursing loan funds shall be deemed reasonable with respect to disbursement of insurance or condemnation proceeds); (iii) with respect to any work that shall exceed \$100,000, Mortgagor delivers to Mortgagee plans and specifications for the work, a contract for the work signed by a contractor reasonably acceptable to Mortgagee, a cost breakdown for the work and a payment and performance bond for the work, all of which shall be acceptable to Mortgagee; and (iv) Mortgagor delivers to Mortgagee evidence reasonably acceptable to Mortgagee (aa) that after completion of the work the income from the Property will be sufficient to pay all expenses and debt service for the Property; (bb) of the continuation of Leases and subleases that existed prior to the event requiring repair and restoration, including, without limitation, the Operating Lease (as defined in the Loan Agreement); (cc) that upon completion of the work, the size, capacity and total value of the Property will be at least as great as it was before the damage or condemnation occurred; (dd) that there has been no material adverse change in the financial condition or credit of Mortgagor and any guarantors since the date of this Mortgage; and (ee) of the satisfaction of any additional conditions that Mortgagee may reasonably establish to protect their

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security. Mortgagor hereby acknowledges that the conditions described above are reasonable, and, if such conditions have not been satisfied within sixty (60) days of receipt by Mortgagee of such insurance or condemnation proceeds, then Mortgagee may apply such insurance or condemnation proceeds to pay the Secured Obligations in such order and amounts as Mortgagee in its sole discretion may choose.

5.6 DEFENSE AND NOTICE OF LOSSES, CLAIMS AND ACTIONS. At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and Collateral and title to and right of possession of the Property and Collateral, the security hereof and the rights and powers of Mortgagee hereunder against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of any material damage to the Property or Collateral and of any condemnation offer or action.

5.7 RELEASES, EXTENSIONS, MODIFICATIONS AND ADDITIONAL SECURITY. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Property or in any manner obligated under the Secured Obligations ("**Interested Parties**"), Mortgagee may, from time to time, release any person or entity from liability for the payment or performance of any Secured Obligation, or accept additional security or release all or a portion of the Property and other security for the Secured Obligations. None of the foregoing actions shall release or reduce the personal liability of any of said Interested Parties, or release or impair the priority of the lien of and security interests created by this Mortgage upon the Property and Collateral.

5.8 SUBROGATION. Mortgagee shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Mortgagee pursuant to the Loan Documents or by the proceeds of any loan secured by this Mortgage.

5.9 RIGHT OF INSPECTION. Mortgagee, its agents and employees, may enter the Property at any reasonable time upon reasonable notice to Mortgagor for the purpose of inspecting the Property and Collateral and ascertaining Mortgagor's compliance with the terms hereof.

ARTICLE VI DEFAULT PROVISIONS

6.1 DEFAULT. For all purposes hereof, the term "**Event of Default**" shall mean any default under the Notes, the Loan Agreement, or any of the other Loan Documents, including this Mortgage after expiration of any applicable grace or cure periods contained in the Loan Agreement or other Loan Documents.

6.2 RIGHTS AND REMEDIES. At any time after an Event of Default, Mortgagee shall have all the following rights and remedies:

- (a) With or without notice, to declare all Secured Obligations immediately due and payable;
- (b) With or without notice, and without releasing Mortgagor from any Secured Obligation, and without becoming a mortgagee in possession, to cure any breach

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or Event of Default of Mortgagor and, in connection therewith, to enter upon the Property and do such acts and things as Mortgagee deems necessary or desirable to protect the security hereof, including, without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee under this Mortgage; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of Mortgagee, is or may be senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to employ counsel, accountants, contractors and other appropriate persons; and (iv) to obtain insurance and to pay any premiums or charges with respect to insurance required to be carried under this Mortgage, provided, that with respect to any insurance purchased by Mortgagee pursuant hereto (A) such insurance may, but need not, protect Mortgagor's interests, (B) such insurance may not pay any claim that Mortgagor may make or any claim that may be made against Mortgagor in connection with the Property, (C) Mortgagor shall be responsible for the cost of such insurance, including interest and any other charges imposed by Mortgagee in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance, (D) the costs and other charges described in the preceding clause may be added to the Secured Obligations, (E) the costs of such insurance may be more than the cost of insurance Mortgagor otherwise may be able to obtain on its own, and (F) Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage and the Loan Agreement;

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor hereunder, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy;

(d) To apply to a court of competent jurisdiction for and to obtain appointment of a receiver of the Property as a matter of strict right and without regard to the adequacy of the security for the repayment of the Secured Obligations, the existence of a declaration that the Secured Obligations are immediately due and payable, or the filing of a notice of default, and Mortgagor hereby consents to such appointment;

(e) To enter upon, possess, manage and operate the Property or any part thereof;

(f) To resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent actions; and

Upon sale of the Property at any foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Mortgagee in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Property

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prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Property after foreclosure, but prior to resale, including, without limitation, the costs of any structural reports, hazardous waste reports or any remediation costs related thereto; (iv) anticipated discounts upon resale of the Property as a distressed or foreclosed property; and (v) such other factors or matters that Mortgagee deems appropriate. In regard to the above, Mortgagor acknowledges and agrees that: (w) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (x) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (y) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Mortgagor and Mortgagee; and (z) Mortgagee's credit bid may be higher or lower than any appraised value of the Property.

6.3 APPLICATION OF FORECLOSURE SALE PROCEEDS. Except as may be otherwise required by applicable law, after deducting all costs, fees and expenses of Mortgagee, including, without limitation, cost of evidence of title and reasonable attorneys' fees in connection with sale and costs and expenses of sale and of any judicial proceeding wherein such sale may be made, all proceeds of any foreclosure sale shall be applied: (a) to payment of all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Notes to be applicable on or after maturity or acceleration of the Notes; (b) to payment of all Secured Obligations; and (c) the remainder, if any, to the person or persons legally entitled thereto.

6.4 APPLICATION OF OTHER SUMS All sums received by Mortgagee under this Mortgage other than those described in Section 6.3, less all costs and expenses incurred by Mortgagee or any receiver, including, without limitation, reasonable attorneys' fees, shall be applied in payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided, however, Mortgagee shall have no liability for funds not actually received by Mortgagee.

6.5 NO CURE OR WAIVER. Neither Mortgagee's nor any receiver's entry upon and taking possession of all or any part of the Property and Collateral, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise or failure to exercise of any other right or remedy by Mortgagee or any receiver, shall cure or waive any breach, Event of Default or notice of Event of Default under this Mortgage, or nullify the effect of any notice of Event of Default or sale (unless all Secured Obligations then due have been paid and performed and Mortgagor has cured all other Events of Default), or impair the status of the security, or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option or a subordination of the lien of, or security interests created by, this Mortgage.

6.6 PAYMENT OF COSTS, EXPENSES AND ATTORNEYS' FEES. Mortgagor agrees to pay to Mortgagee immediately and without demand all costs and expenses incurred by Mortgagee pursuant to this Article 6 (including, without limitation, court costs and reasonable attorneys' fees, whether incurred in litigation, including, without limitation, at trial, on appeal or

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in any bankruptcy or other proceeding, or not and the costs of any appraisals obtained in connection with a determination of the fair value of the Property). In addition, Mortgagor will pay a reasonable fee for title searches, sale guarantees, publication costs, appraisal reports or environmental assessments made in preparation for and in the conduct of any such proceedings or suit. All of the foregoing amounts must be paid to Mortgagee as part of any reinstatement tendered hereunder. In the event of any legal proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Mortgagee.

6.7 POWER TO FILE NOTICES AND CURE DEFAULTS. Mortgagor hereby irrevocably appoints each Mortgagee and its respective successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, to prepare, execute and file or record any document necessary to create, perfect or preserve such Mortgagee's security interests and rights in or to any of the Property and Collateral, and upon the occurrence of an event, act or omission which, with notice or passage of time or both, would constitute an Event of Default, Mortgagee may perform any obligation of Mortgagor hereunder.

6.8 REMEDIES CUMULATIVE. All rights and remedies of Mortgagee provided hereunder are cumulative and are in addition to all rights and remedies provided by applicable law or in any other agreements between Mortgagor and Mortgagee. No failure on the part of Mortgagee to exercise any of its rights hereunder arising upon any Event of Default shall be construed to prejudice its rights upon the occurrence of any other or subsequent Event of Default. No delay on the part of Mortgagee in exercising any such rights shall be construed to preclude them from the exercise thereof at any time while that Event of Default is continuing. Mortgagee may enforce any one or more remedies or rights hereunder successively or concurrently. By accepting payment or performance of any of the Secured Obligations after its due date, Mortgagee shall not waive the agreement contained herein that time is of the essence, nor shall Mortgagee waive either its right to require prompt payment or performance when due of the remainder of the Secured Obligations or its right to consider the failure to so pay or perform an Event of Default.

6.9 ILLINOIS MORTGAGE FORECLOSURE LAW. It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 5/15-1101 et seq., and with respect to such Act, Mortgagor agrees and covenants that:

- (a) Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, to the full extent permitted by law Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference. If any provision in this Mortgage shall be inconsistent with any provision of the Act, 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. If any provision of this Mortgage shall grant to Mortgagee (including a mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Section 6.2 of this Mortgage any powers, rights or remedies prior to, upon or following

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the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated specifically in this Mortgage, shall be added to the indebtedness secured hereby and/or by the judgment of foreclosure.

(b) Wherever provision is made in this Mortgage or the Loan Agreement for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control the use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale.

(c) In addition to any provision of this Mortgage authorizing 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 5/15-1701 and 5/15-1702 of the Act, to be placed in the 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 this Mortgage, all rights, powers, immunities, and duties and provisions for in Sections 5/15-1701 and 5/15-1703 of the Act.

(d) Mortgagor acknowledges that the Property does not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Act or residential real estate as defined in Section 5/15-1219 of the Act.

(e) Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Section 5/15-1601 of the Act or other applicable law or replacement statutes.

ARTICLE VII WAIVERS; SUBROGATION

Mortgagor agrees as follows:

7.1 CONDITIONS TO EXERCISE OF RIGHTS. Mortgagor hereby waives any right it may now or hereafter have to require Mortgagee, as a condition to the exercise of any remedy or other right against Mortgagor hereunder or under any other document executed by Mortgagor in connection with any Secured Obligation: (a) to proceed against any Mortgagor or other person, or against any other collateral assigned to Mortgagee by Mortgagor or other person; (b) to pursue any other right or remedy in Mortgagee's power; (c) to give notice of the

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time, place or terms of any public or private sale of real or personal property collateral assigned to Mortgagee by Mortgagor, or otherwise to comply with the Illinois Uniform Commercial Code (as modified or recodified from time to time) with respect to any such personal property collateral; or (d) to make or give (except as otherwise expressly provided in the Loan Documents) any presentment, demand, protest, notice of dishonor, notice of protest or other demand or notice of any kind in connection with any Secured Obligation or any collateral (other than the Property) for any Secured Obligation.

7.2 DEFENSES. To the extent permitted by applicable law, Mortgagor hereby waives any defense it may now or hereafter have that relates to: (a) any disability or other defense of any Mortgagor or other person; (b) the cessation, from any cause other than full performance, of the obligations of Mortgagor or any other person; (c) the application of the proceeds of any Secured Obligation, by any Mortgagor or other person, for purposes other than the purposes represented to Mortgagee by any Mortgagor or otherwise intended or understood by Mortgagor; (d) any act or omission by Mortgagee which directly or indirectly results in or contributes to the release of any Mortgagor or other person or any collateral for any Secured Obligation; (e) the unenforceability or invalidity of any collateral assignment (other than this Mortgage) or guaranty with respect to any Secured Obligation, or the lack of perfection or continuing perfection or lack of priority of any lien (other than the lien hereof) which secures any Secured Obligation; (f) any failure of Mortgagee to marshal assets in favor of Mortgagor or any other person; (g) any modification of any Secured Obligation, including any renewal, extension, acceleration or increase in interest rate; (h) any and all rights and defenses arising out of an election of remedies by Mortgagee, even though that election of remedies, may have or has destroyed Mortgagor's rights of subrogation and reimbursement against the principal by the operation of law or otherwise; (i) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (j) any failure of Mortgagee to file or enforce a claim in any bankruptcy or other proceeding with respect to any person; (k) the election by Mortgagee, in any bankruptcy proceeding of any person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (l) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (m) any use of cash collateral under Section 363 of the United States Bankruptcy Code; or (n) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any person. Mortgagor further waives any and all rights and defenses that Mortgagor may have because Mortgagor's debt is secured by real property; this means, among other things, that: (1) Mortgagee may collect from Mortgagor without first foreclosing on any real or personal property collateral pledged by Borrower; (2) if Mortgagee forecloses on any real property collateral pledged by Mortgagor, then (A) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Mortgagee may collect from Mortgagor even if Mortgagee, by foreclosing on the real property collateral, has destroyed any right any Mortgagor may have to collect from any other Mortgagor. The foregoing sentence is an unconditional and irrevocable waiver of any rights and defenses Mortgagor may have because Mortgagor's debt is secured by real property. Without limiting the generality of the foregoing or any other provision hereof, Mortgagor further expressly waives to the extent permitted by law any and all rights and defenses, including without limitation any

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rights of subrogation, reimbursement, indemnification and contribution, which might otherwise be available to Mortgagor under law.

7.3 SUBROGATION. Mortgagor hereby waives, until such time as all Secured Obligations are fully performed: (a) any right of subrogation against any Borrower that relates to any Secured Obligation; (b) any right to enforce any remedy Mortgagor may now or hereafter have against any Borrower that relates to any Secured Obligation; and (c) any right to participate in any collateral now or hereafter assigned to Mortgagee with respect to any Secured Obligation.

7.4 BORROWER INFORMATION. Mortgagor warrants and agrees: (a) that Mortgagee would not make the Loan but for this Mortgage; (b) that Mortgagor has not relied, and will not rely, on any representations or warranties by Mortgagee to Mortgagor with respect to the credit worthiness of any Mortgagor or the prospects of repayment of any Secured Obligation from sources other than the Property; (c) that Mortgagor has established and/or will establish adequate means of obtaining from each Mortgagor on a continuing basis financial and other information pertaining to the business operations, if any, and financial condition of each Mortgagor; (d) that Mortgagor assumes full responsibility for keeping informed with respect to each Mortgagor's business operations, if any, and financial condition; (e) that Mortgagee shall have no duty to disclose or report to Mortgagor any information now or hereafter known to Mortgagee with respect to any Mortgagor, including, without limitation, any information relating to any of Mortgagor's business operations or financial condition; and (f) that Mortgagor is familiar with the terms and conditions of the Loan Documents and consents to all provisions thereof.

ARTICLE VIII HAZARDOUS MATERIALS

8.1 SPECIAL REPRESENTATIONS AND WARRANTIES. Without in any way limiting the other representations and warranties set forth in this Mortgage, and except as set forth in the Environmental Reports (as defined in the Loan Agreement), Mortgagor hereby represents and warrants to the best of Mortgagor's knowledge as of the date of this Mortgage as follows:

(a) **Hazardous Materials.** The Property is not and has not been a site for the use, generation, manufacture, storage, treatment, release, threatened release, discharge, disposal, transportation or presence of any oil, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances which are "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "wastes," "regulated substances," "industrial solid wastes," or "pollutants" under the Hazardous Materials Laws, as described below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "**Hazardous Materials**"); provided, however, that for purposes of this Mortgage, Hazardous Materials shall not include small amounts of chemicals, cleaning agents, or similar substances employed in routine uses in a manner typical of the operation of health clinics and associated surface parking similar to health clinics and associated surface parking to be operated by Mortgagor at the Property, or incidental cleaning supplies, provided that they are used at all times in strict compliance with all applicable laws and regulations and industry standards.

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(b) **Hazardous Materials Laws.** The Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (“**Hazardous Materials Laws**”), and upon completion of construction of the Improvements (as defined in the Loan Agreement), the Property will be in compliance with all Hazardous Materials Laws, including, without limitation: Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986) (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.), Federal Clean Water Act of 1977, as amended (33 U.S.C. Section 1257 et seq.), Federal Clean Air Act, as amended (42 U.S.C. Sections 7401-7626), Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, as amended (7 U.S.C. Paragraph 13 et seq.), Federal Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 et seq.), Federal Safe Drinking Water Act, as amended (42 U.S.C. Section 300(f) et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. Section 651), the Emergency Planning and Community Right-to-Know Act of 1986, (42 U.S.C. Section 11001 et seq.), the Mine Safety and Health Act of 1977, as amended (30 U.S.C. Section 801 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f et seq.), and all comparable state and local laws, laws of other jurisdictions or orders and regulations.

(c) **Hazardous Materials Claims.** To Mortgagor’s knowledge, there are no claims or actions (“**Hazardous Materials Claims**”) pending or threatened against Mortgagor or the Property by any governmental entity or agency or by any other person or entity relating to Hazardous Materials or pursuant to the Hazardous Materials Laws.

(d) **Adjacent or Nearby Property.** To Mortgagor’s knowledge, there has been no occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to become contaminated through the migration of Hazardous Materials onto, above or under the Property.

8.2 HAZARDOUS MATERIALS COVENANTS. Mortgagor agrees as follows:

(a) **No Hazardous Activities.** All Hazardous Materials and solid wastes generated at the Property shall be transported, treated and disposed of only by carriers that are in compliance with applicable environmental laws and only at treatment, storage and disposal facilities maintaining valid permits under applicable environmental laws, where required, and any other environmental laws, which carriers and facilities are operating in compliance with such permits.

(b) **Compliance.** Mortgagor shall comply and cause the Property and Collateral to comply with all Hazardous Materials Laws.

(c) **Notices.** Mortgagor shall promptly notify Mortgagee in writing of: (A) any knowledge by Mortgagor that the Property and Collateral does not comply with any Hazardous Materials Laws; (B) any Hazardous Materials Claims; and (C) the discovery

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of any occurrence or condition on any real property adjoining or in the vicinity of the Property and Collateral that could cause the Property and Collateral or any part thereof to become contaminated through the migration of Hazardous Materials onto, above or under the Property.

(d) **Remedial Action.** In response to the presence of any Hazardous Materials on, under or about the Property, Mortgagor shall immediately take, at Mortgagor's sole expense, all remedial action required by any Hazardous Materials Laws or any judgment, consent decree, settlement or compromise in respect to any Hazardous Materials Claims.

8.3 INSPECTION BY MORTGAGEE. Upon reasonable prior notice to Mortgagor, each Mortgagee and its respective employees and agents may from time to time (whether before or after the commencement of a foreclosure proceeding) enter and inspect the Property and Collateral for the purpose of determining the existence, location, nature and magnitude of any past or present release or threatened release of any Hazardous Materials into, onto, beneath or from the Property and Collateral.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.1 ADDITIONAL PROVISIONS. The Loan Documents contain or incorporate by reference the entire agreement of the parties with respect to matters contemplated herein and supersede all prior negotiations. The Loan Documents grant further rights to Mortgagee and contain further agreements and affirmative and negative covenants by Mortgagor which apply to this Mortgage and to the Property and Collateral and such further rights and agreements are incorporated herein by this reference. Where Mortgagor and Borrower are not the same, "Mortgagor" means the owner of the Property in any provision dealing with the Property, "Borrower" means the obligor in any provision dealing with the Secured Obligations, and both where the context so requires. Wherever there is any conflict or inconsistency between any terms or provisions of this Mortgage and the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

9.2 ATTORNEYS' FEES. If any Note is placed with an attorney for collection or if an attorney is engaged by Mortgagee to exercise rights or remedies or otherwise take actions to collect thereunder or under any other Loan Document, or if suit be instituted for collection, enforcement of rights and remedies, then in all events, Mortgagor agree to pay all reasonable costs of collection, exercise of remedies or rights or other assertion of claims, including, but not limited to, reasonable attorneys' fees, whether or not court proceedings are instituted, and, where instituted, whether in district court, appellate court, or bankruptcy court.

9.3 NO WAIVER. No previous waiver and no failure or delay by Mortgagee in acting with respect to the terms of the Notes or this Mortgage shall constitute a waiver of any breach, default, or failure of condition under the Notes, this Mortgage or the obligations secured thereby. A waiver of any term of the Notes, this Mortgage or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of the Notes and the terms of any other document related to the loan evidenced by the Notes, the terms of the Notes shall prevail.

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9.4 MERGER. No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other lien on, the Property unless Mortgagee consents to a merger in writing.

9.5 SUCCESSORS IN INTEREST. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto; provided, however, that this Section does not waive or modify the provisions of the Section above titled "Due on Sale or Encumbrance". Each Mortgagee has the right to transfer or assign its rights under this Mortgage in accordance with Section 44 of the Loan Agreement. Any assignee or transferee of a Mortgagee shall be entitled to all the benefits afforded to such Mortgagee and Lenders under this Mortgage.

9.6 GOVERNING LAW. This Mortgage shall be construed in accordance with the laws of the state where the Property is located, except to the extent that federal laws preempt the laws of such state.

9.7 EXHIBITS INCORPORATED. All exhibits, schedules or other items attached hereto are incorporated into this Mortgage by such attachment for all purposes.

9.8 NOTICES. All notices, demands or other communications required or permitted to be given pursuant to the provisions of this Mortgage shall be in writing and either (a) hand delivered, (b) sent by registered or certified mail, postage prepaid, return receipt requested, (c) sent by telefax (with answer back acknowledged), or (d) sent by reputable overnight prepaid courier, addressed to the party to be so notified at its address set forth, or to such other address as such party may hereafter specify in accordance with the provisions of this Section. Any Notice shall be deemed to have been effectively given and received: (i) in the case of hand delivery, at the time of delivery on a Business Day (or if delivered on a day other than a Business Day, then the next succeeding Business Day); (ii) in the case of registered or certified mail, three (3) Business Days from transmittal; (iii) in the case of reputable overnight prepaid courier, one (1) Business Day subsequent to transmittal; or (iv) in the case of facsimile transmission, upon confirmation that receipt of such transmission was received, provided receipt of such transmission is confirmed prior to 5:00 P.M. New York time on the Business Day on which such confirmation is received, otherwise on the next Business Day, in each case addressed to the parties as follows:

Mortgagor:

HHC Devon Real Estate, NFP
c/o Heartland Health Centers
3048 N. Wilton Ave., Second Floor
Chicago, Illinois 60657
Attention: Chief Financial Officer
Facsimile: 773-296-7637

With a copy to:

Butler Snow LLP
1020 Highland Colony Parkway
Suite 1400
Ridgeland, Mississippi 39157
Attention: Jet Hollingsworth

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Facsimile: 601-985-4500

Mortgagee:

SCORE Sub-CDE 2, LLC
 c/o Southside Community Redevelopment Enterprise, LLC
 875 N. Michigan Avenue, Suite 1800
 Chicago, IL 60611
 Attention: Angela Woolfolk, CFO
 Facsimile: 312-784-2769

And:

Applegate & Thorne-Thomsen, P.C.
 626 West Jackson Boulevard, Suite 400
 Chicago, Illinois 60661
 Attention: Debra A. Kleban
 Facsimile: (312) 491-4411

With copies to:

USBCDE Sub-CDE 131, LLC
 c/o USBCDE LLC
 1307 Washington Avenue, Suite 300
 St. Louis, Missouri 63103
 Attention: Director of Asset Management- NMTC
 Reference: Project Number: 23193
 Facsimile: 314-335-2602

And:

Leverage Law Group, LLC
 4601 College Boulevard, Suite 280
 Leawood, KS 66211
 Attention: Daniel J. Skomal
 Facsimile: 913-469-4000

Any party shall have the right to change its address for notice hereunder to any other location within the United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove.

Mortgagor requests a copy of any statutory notice of default and a copy of any statutory notice of sale be mailed to Mortgagor at the address set forth above.

9.9 REINSTATEMENT OF LIEN. Mortgagee's rights hereunder shall be reinstated and revived, and the enforceability of this Mortgage shall continue, with respect to any amount at any time paid on account of any Secured Obligation which Mortgagee is thereafter required to restore or return in connection with a bankruptcy, insolvency, reorganization or similar proceeding with respect to any Mortgagor.

9.10 INTENTIONALLY OMITTED.

9.11 LAWFULNESS AND REASONABLENESS. Mortgagor warrants that all of the waivers in this Mortgage are made with full knowledge of their significance, and of the fact that events giving rise to any defense or other benefit waived by Mortgagor may destroy or

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impair rights which Mortgagor would otherwise have against Mortgagee, Lenders and other persons, or against collateral. Mortgagor agrees that all such waivers are reasonable under the circumstances and further agrees that, if any such waiver is determined (by a court of competent jurisdiction) to be contrary to any law or public policy, the other waivers herein shall nonetheless remain in full force and effect, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws effecting the enforcement of creditors' rights generally and subject to general principals of equity.

9.12 ENFORCEABILITY. Mortgagor hereby acknowledges that: (a) the obligations undertaken by Mortgagor in this Mortgage are complex in nature, and (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter, and (c) as part of Mortgagee's consideration for entering into this transaction, Mortgagee has specifically bargained for the waiver and relinquishment by Mortgagor of all such defenses, and (d) Mortgagor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Mortgagor does hereby represent and confirm to Mortgagee that Mortgagor is fully informed regarding, and that Mortgagor does thoroughly understand: (i) the nature of all such possible defenses, and (ii) the circumstances under which such defenses may arise, and (iii) the benefits which such defenses might confer upon Mortgagor, and (iv) the legal consequences to Mortgagor of waiving such defenses. Mortgagor acknowledges that Mortgagor makes this Mortgage with the intent that this Mortgage and all of the informed waivers herein shall each and all be fully enforceable by Mortgagee, and that Mortgagee is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof. Notwithstanding anything to the contrary contained in this Section 9.12 or elsewhere in this Mortgage, Mortgagor shall have the right to contest any assertion by Mortgagee that Mortgagor has not complied with the Secured Obligations.

9.13 DISCLOSURE OF INFORMATION. Mortgagor understands and agrees that each Mortgagee may elect, at any time, to sell, assign, or participate all or any part of such Mortgagee's interest in the Loan, and that any such sale, assignment or participation may be to one or more financial institutions, private investors, and/or other entities, at Mortgagee's sole discretion. Mortgagor further agrees that each Mortgagee may disseminate to any such potential purchaser(s), assignee(s) or participant(s) all documents and information (including, without limitation, all financial information) which has been or is hereafter provided to or known to such Mortgagee with respect to: (a) the Property and Collateral and its operation; (b) any party connected with the Loan (including, without limitation, Mortgagor, Borrower, any partner of Borrower and any guarantor); and/or (c) any lending relationship other than the Loan which such Mortgagee may have with any party connected with the Loan.

9.14 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY TO THIS MORTGAGE, AND BY ITS ACCEPTANCE HEREOF, MORTGAGEE, HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THE LOAN DOCUMENTS, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION THEREOF OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE LOAN DOCUMENTS (AS NOW OR HEREAFTER MODIFIED) OR ANY OTHER

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INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY AND MORTGAGEE HEREBY AGREES AND CONSENTS THAT ANY PARTY TO THIS MORTGAGE AND MORTGAGEE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO AND MORTGAGEE TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

9.15 INTEGRATION; INTERPRETATION. This Mortgage and the other Loan Documents contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. This Mortgage and the other Loan Documents shall not be modified except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Mortgagee in writing.

9.16 WAIVER OF MARSHALING RIGHTS. Mortgagor, for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a lien on or interest in the Property, hereby waives all rights to have the Property and/or any other property marshaled upon any foreclosure of the lien of this Mortgage or on a foreclosure of any other lien securing the Secured Obligations. Mortgagee shall have the right to sell the Property and any or all of said other property as a whole or in separate parcels, in any order that Mortgagee may designate.

[SIGNATURES ARE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year set forth above.

HHC DEVON REAL ESTATE, NFP, an Illinois
nonprofit corporation

By: 

Name: Scott Baum

Title: Authorized Agent

Property of Cook County Clerk's Office

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EXHIBIT A

DESCRIPTION OF PROPERTY

PARCEL 1:

LOTS 22, 23, 24, 25 AND 26 IN BLOCK 4 IN A. T. GALT'S EDGEWATER GOLF SUBDIVISION OF SOUTH 30 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 16 (EXCEPT THE NORTH 17 1/2 FEET) AND LOT 27 (EXCEPT THE NORTH 14.5 FEET) IN BLOCK 4 IN A.T. GALT'S EDGEWATER GOLF SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 1300 W. Devon Ave., 6415 N. Wayne Ave., 6414 N. Lakewood Ave., Chicago, IL

PINS:

11-32-329-024-0000
11-32-329-039-0000
11-32-329-042-0000
11-32-329-043-0000
11-32-329-044-0000
11-32-329-045-0000

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EXHIBIT B

Permitted Exceptions

1. Taxes for 2014 not yet due and payable.
2. Covenants, Conditions and Restrictions under the Deed, dated April 28, 1915 and recorded as Document No. 5625528.
3. Covenants, Conditions and Restrictions under the Deed, dated January 22, 1915 and recorded as Document No. 5566928.
4. Covenants, Conditions and Restrictions under the Deed, dated March 31, 1913 and recorded as Document No. 5155470.
5. Covenants, Conditions and Restrictions under the Deed, dated February 24, 1913 and recorded as Document No. 5134103.
6. Covenants, Conditions and Restrictions under the Plat, filed of record July 7, 1911 as Document No. 4789438.
7. Terms, Conditions and Provisions under the Ordinance for Special Service Area No. 22, filed of record December 17, 2012 as Document No. 1235235058.
8. Terms, Conditions and Provisions under the Ordinance for Special Services Area No. 26, filed of record December 17, 2012 as Document No. 1235235059.
9. Encroachment of the building onto the public right of way South as disclosed by the Survey prepared by L.R. Pass, P.L.S. dated August 5, 2014.