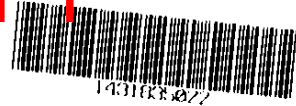


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Doc#: 1431835022 Fee: \$114.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/14/2014 09:46 AM Pg: 1 of 32

8475757022KD
758

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

Property of Cook County Clerk's Office

The property identified as: **PIN:** 10-21-309-011-0000

Address:

Street: 8248 NORTH GROSS POINT

Street line 2:

City: MORTON GROVE

State: IL

ZIP Code: 60053

Lender: WINTRUST BANK

Borrower: SEARCH, INC. AND CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE U/T/A/D 3/31/1994, A/K/A TRUST NO. RV-012358

Loan / Mortgage Amount: \$10,355,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7/70 et seq. because it is commercial property.

Box 400-CTCC

S ✓
P 32
S ✓
SC ✓
INT ✓

Certificate number: B9AB305C-DADE-4FDC-8AEB-02C5B749E081

Execution date: 10/31/2014

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Prepared by and after recording

Return to:

Matthew R. Lewin
Greenberg Traurig, LLP
77 West Wacker Street
Chicago, Illinois 60601

MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND PROFITS, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND PROFITS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Mortgage**") is made as of the 31st day of October, 2014 by SEARCH, INC., an Illinois not-for-profit corporation (the "**Beneficiary**") having an address of 1925 N. Clybourn Ave., Chicago, Illinois 60614, and by CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to LaSalle Bank National Association, not personally but as successor trustee to American National Bank and Trust Company of Chicago, under Trust Agreement dated March 31, 1994 and known as Trust Number RY-012358 (the "**Land Trust**"), for the benefit of the Beneficiary (Beneficiary and Land Trust being referred to collectively herein as "**Mortgagor**"), to and in favor of WINTRUST BANK, an Illinois banking corporation (the "**Mortgagee**"), having an address of 190 South LaSalle Street, Chicago, Illinois 60603.

Article I

TERMS OF THE INDEBTEDNESS

1.1 **Certain Terms of Indebtedness:** The following is a summary of certain terms of the Indebtedness (as hereinafter defined) secured by this Mortgage:

(a) **Bond and Loan Agreement:** The obligations of Mortgagor under and pursuant to that certain Bond and Loan Agreement dated as of October 1, 2014 (as amended and supplemented from time to time in accordance with the terms hereof and thereof, the "**Bond and Loan Agreement**") by and among the Illinois Finance Authority (the "**Authority**"), the Mortgagor and Mortgagee. Pursuant to the terms of the Bond and Loan Agreement, the Authority has agreed to issue its Revenue Refunding Bond, Series

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2014 (Search, Inc. Project) (the "**Bond**") in the principal amount of \$10,355,000 and to loan the proceeds thereof to the Mortgagor. Also pursuant to the terms of the Bond and Loan Agreement, the Mortgagee has agreed to purchase the Bond. The Bond is being issued to (i) refund a previous revenue bond issued by the Authority for the benefit of the Mortgagor, (ii) repay certain indebtedness of Mortgagor, and (iii) pay certain costs of issuance of the Bond.

(b) Additional Covenant Agreement: The obligations of the Mortgagor under and pursuant to that certain Additional Covenant Agreement dated October 31, 2014, between Mortgagor and Mortgagee (the "**Additional Covenant Agreement**" and, together with the Bond and Loan Agreement, the "**Bond Related Agreements**"), which is entered into by the Mortgagor and the Mortgagee in connection with the execution and delivery of the Bond and Loan Agreement.

(c) Interest Rate and Payments: During the term of the Bond, interest shall accrue on the principal from time to time outstanding under the Bond at the Bank Purchase Rate (as defined and as calculated in the Bond and Loan Agreement).

(d) Maturity Date: All of the unpaid principal balance outstanding under the Bond and all unpaid interest accrued thereon shall become due and payable, if not sooner paid or if not sooner due by acceleration, notice of prepayment, or otherwise, on October 1, 2039 (hereinafter referred to as the "**Maturity Date**"). All unpaid amounts outstanding under the Bond Related Agreements shall become due and payable, if not sooner paid or if not sooner due by acceleration, notice of prepayment, or otherwise, on the Maturity Date.

(e) Definition of the Indebtedness: The term "**Indebtedness**" shall mean any and all obligations of the Mortgagor under the Bond Related Agreements and each of the other Transaction Documents, or under any future advance note, or under any and all amendments, modifications, restatements, replacements, consolidations, substitutions, renewals, extensions and increases thereto, whether heretofore or hereafter existing, and whether direct or indirect, absolute or contingent.

Article 2

DEFINITIONS

2.1. Definitions: The following terms shall have the following meanings (any other capitalized term used herein that is not expressly defined in this Article shall have the meaning defined in the Additional Covenant Agreement):

(a) Awards: All awards and payments heretofore or hereafter made by any municipal, state or federal agency or authority to Mortgagor, including any awards or

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payments for any taking of the Mortgaged Property (as hereinafter defined) as a result of the exercise of the right of condemnation or eminent domain and any and all proceeds and payments heretofore or hereafter made by any insurance company as a result of any casualty or other event in connection with the Mortgaged Property.

(b) Buildings: The building(s) currently existing on the Real Estate (as hereinafter defined) and any and all buildings, structures and improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Real Estate or any part thereof.

(c) Contracts: Any and all contracts, documents or agreements pertaining to the ownership, use, occupancy, development, design, construction, financing, operation, management, alteration, repair, marketing, sale, lease or enjoyment of the Mortgaged Property, including, without limitation any contracts for labor or materials, purchase orders, service contracts, and all rights, privileges, authority and benefits thereunder (but under no circumstances any liabilities, obligations or responsibilities thereunder).

(d) Default Rate: The "Default Rate" of interest, as defined in the Bond and Loan Agreement; provided the Default Rate shall not exceed the highest rate allowed to be charged or collected under applicable law.

(e) Event of Default: The occurrences defined in Article 8 of this Mortgage.

(f) Fixtures: All fixtures, as defined in and subject to the Uniform Commercial Code, located on the Real Estate including, without limitation, all systems, fittings, structures, equipment, apparatus, fixtures and other improvements and items now or hereafter temporarily or permanently attached to, installed in or used in connection with any of the Buildings or the Real Estate, including but not limited to any and all partitions, hardware, motors, engines, boilers, furnaces, pipes, plumbing, conduit, sprinkler systems, fire extinguishing equipment, elevator equipment, telephone and other communications equipment, security equipment, master antennas and cable television equipment, water tanks, heating, ventilating, air conditioning and refrigeration equipment, laundry facilities, and incinerating, gas and electric machinery and equipment.

(g) Governmental Authority: Any and all courts, boards, agencies, commissions, offices or other authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) or arbitration authority, whether now or hereafter in existence.

(h) Impositions: All (i) general and special real estate and personal property taxes and other land taxes and assessments, and (ii) other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor in connection with the Mortgaged Property.

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(i) Leases: Any and all leases, subleases, licenses, concessions or grants of other possessory interests (written or oral) now or hereafter in force, covering or affecting the Mortgaged Property, or any part thereof or interest therein, together with all rights, powers, privileges, options and other benefits of Mortgagor thereunder (but under no circumstances any liabilities, obligations or responsibilities thereunder).

(j) Legal Requirements: The terms, covenants, conditions and restrictions now or hereafter existing to which Mortgagor may be bound or to which the Mortgaged Property is subject under any and all present and future statutes, laws, rulings, opinions, rules, regulations, codes, permits, certificates, approvals, ordinances, judicial decisions or orders of any Governmental Authority in any way applicable to Mortgagor or the Mortgaged Property and the ownership, use, occupancy, possession, development, design, construction, financing, operation, maintenance, alteration, repair, marketing, sale, lease or enjoyment thereof, including without limitation any related to zoning, building, utility service, sewer service, fire safety, land and water use, subdivision control, condominium property, environmental protection, occupational health and safety or flood hazard.

(k) Mortgaged Property: The Real Estate, Buildings, Fixtures, Leases, Contracts, Rents, Awards and Personalty together with:

(i) any and all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Real Estate and/or the Buildings belonging or in anywise appertaining thereto and all right, title and interest of Mortgagor in and to any streets, ways, strips or gores of land adjoining the Real Estate or any part thereof; and

(ii) any and all betterments, additions, appurtenances, substitutions, replacements and after acquired title or interests thereof and all reversions and remainders therein; and

(iii) any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the obligations of the Mortgagor thereunder.

(l) Mortgagee: Wintrust Bank, and its successors and assigns and the holders, from time to time, of the Transaction Documents.

(m) Mortgagee's Address: 190 South LaSalle Street, Chicago, Illinois 60603, Attention: Katina Panagopoulos.

(n) Mortgagor: Search, Inc., an Illinois not-for-profit corporation.

(o) Mortgagor's Address: 1925 N. Clybourn Ave., Chicago, Illinois 60614, Attention: Chief Executive Officer.

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(p) Permitted Liens: the meaning set forth in the Additional Covenant Agreement.

(q) Personalty: All right, title and interest of Mortgagor in and to all furniture, furnishings, equipment, machinery, goods, inventory and all other tangible personal property and any intangibles of any kind or character as defined in and subject to the provisions of the Uniform Commercial Code now or hereafter located upon, within or about the Real Estate and Buildings, or used or useful in connection therewith, together with all existing or future accessories, replacements and substitutions thereto or therefor and the proceeds therefrom, including, but not limited to: (i) all furniture, furnishings and equipment furnished by Mortgagor to tenants or purchasers of the Real Estate or the Buildings; (ii) all building materials and equipment intended to be incorporated in the improvements now or hereafter to be constructed on the Real Estate, whether or not yet incorporated in such improvements; (iii) all machinery, apparatus, systems, equipment or articles used in supplying heating, gas, electricity, ventilation, air-conditioning, water, light, power, refrigeration, fire protection, elevator service, telephone and other communication service, master antennas and cable television service, waste removal and all fire sprinklers, smoke detectors, alarm systems, security systems, electronic monitoring equipment and devices; (iv) all window or structural cleaning and maintenance equipment; (v) all indoor and outdoor furniture, including tables, chairs, planters, desks, sofas, shelves, lockers, cabinets, wall safes and other furnishings; (vi) all rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds and curtains; (vii) all lamps, chandeliers and other lighting fixtures; (viii) all recreational equipment and materials; (ix) all office furniture, equipment and supplies; (x) all kitchen equipment and appliances, including refrigerators, ovens, dishwashers, range hoods and exhaust systems and disposal units; (xi) all laundry equipment, including washers and dryers; (xii) all tractors, mowers, sweepers, snow removal equipment and other equipment used in maintenance of interior and exterior portions of the Real Estate; and (xiii) all other maintenance supplies and inventories; provided the enumeration of any specific articles of personalty set forth above shall in no way exclude or be held to exclude any items or property not specifically enumerated, and any of the foregoing items that do not constitute personal property but constitute fixtures under applicable law shall be included in the definition of the term "Fixtures" as used herein.

(r) Project: The "Project" as such term is defined in the Bond and Loan Agreement.

(s) Real Estate: The real estate, legal title to which is owned in fee simple by Mortgagor and legally described on Exhibit A attached hereto and made a part hereof.

(t) Rents: All of the rents, revenues, income, profits, deposits and other benefits payable under the Leases and/or otherwise arising from or out of the Mortgaged Property or out of the ownership, use, enjoyment or disposition of all or any portion of the Mortgaged Property or part thereof or interest therein.

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(u) Transaction Documents: The "Transaction Documents" shall have the meaning ascribed thereto in the Additional Covenant Agreement.

Article 3

GRANT

3.1 Grant. To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the obligations and the covenants and agreements of the Mortgagor under the Transaction Documents, Mortgagor by these presents hereby mortgages, warrants assigns and conveys unto Mortgagee the Mortgaged Property, subject to, but only to, the Permitted Liens, TO HAVE AND TO HOLD THE MORTGAGED PROPERTY UNTO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS FOREVER, HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS, and Mortgagor does hereby warrant that Mortgagor is well and lawfully seized of good, absolute and indefeasible fee simple absolute title to the Mortgaged Property, free and clear of all mortgages, liens, charges, security interests and encumbrances whatsoever, except only the Permitted Liens, and does hereby bind itself, its successors and assigns to warrant and forever defend fee simple absolute title to the Mortgaged Property unto the Mortgagee, and the quiet and peaceful enjoyment and possession thereof, against every person whomsoever claiming the same or any part thereof or interest therein.

3.2 Condition of Grant. The condition of these presents is such that if Mortgagor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable and shall observe, perform and discharge its obligations in accordance with this Mortgage and the other Transaction Documents, then this Mortgage and the other Transaction Documents and the estates and rights granted by them shall be released and terminated by Mortgagee.

Article 4

ASSIGNMENT OF LEASES, RENTS AND PROFITS

4.1 Assignment of Rents, Leases and Profits: To further secure the full and timely payment of Indebtedness and the full and timely performance and discharge of the obligations and the covenants and agreements of the Mortgagor under the Transaction Documents, Mortgagor hereby sells, assigns and transfers unto Mortgagee all of the Leases and the Rents now due and which may hereafter become due under or by virtue of any of the Leases which may have been heretofore or may be hereafter made or agreed to by Mortgagor or the agents of Mortgagor or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute and present transfer and assignment of all such Leases, Rents and all avails thereunder, to Mortgagee; provided, however, the acceptance by Mortgagee of the foregoing assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to

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entry upon and taking possession of the Mortgaged Property by Mortgagee, be deemed or construed to constitute Mortgagee a "Mortgagee in Possession," nor thereafter or at any time or in any event obligate Mortgagee to appear in or defend any action or proceeding related to the Leases or to the Mortgaged Property, to take any actions thereunder, to expend any money, incur any expenses, or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Mortgagor by any lessee thereunder. Reference is hereby made to that certain Assignment of Leases, Rents and Profits, of even date herewith, executed by Mortgagor to Mortgagee (the "**Assignment of Leases, Rents and Profits**"), which sets forth in more detail the terms and conditions of said assignment, including, without limitation, the rights, remedies, powers and authority vested in Mortgagee by virtue of said assignment, which terms, conditions, rights, remedies, powers and authority are herein incorporated by this reference.

Article 5

SECURITY AGREEMENT

5.1 Security Interest: This Mortgage shall be construed as a mortgage on real property and it shall also constitute and serve as a "Security Agreement" on personal property within the meaning of, and shall constitute, until the grant of this Mortgage shall terminate as provided in paragraph 3.2 hereinabove, a security interest under, the Uniform Commercial Code as enacted in the State in which the Mortgaged Property is located (the "**Code**") with respect to the Personalty, Fixtures, Leases and Rents. To this end, Mortgagor does Grant, Bargain, Convey, Assign, Transfer and Set Over unto Mortgagee a security interest in and to any and all of Mortgagor's right, title and interest in, to and under the Personalty, Fixtures, Leases and Rents (hereinafter referred to as the "**Collateral**") to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the obligations and the covenants and agreements of the Mortgagor under the Transaction Documents. Simultaneously with the recording of this Mortgage, Mortgagor has filed or will file Code financing statements, and will file continuation statements prior to the lapse thereof, at the appropriate offices in the jurisdiction of formation of the Mortgagor to perfect the security interest granted by this Mortgage in all the Mortgaged Property that is not real property. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to execute any document and to file the same in the appropriate offices (to the extent it may lawfully do so), and to perform each and every act and thing reasonably requisite and necessary to be done to perfect the security interest contemplated by the preceding sentence; provided, however, that the Mortgagee shall have no obligation to file Code financing statements or continuation statements. Mortgagee shall have all rights with respect to the part of the Mortgaged Property that is the subject of a security interest afforded by the Code in addition to, but not in limitation of, the other rights afforded Mortgagee hereunder and under the Transaction Documents.

5.2 Financing Statement: This Mortgage is intended to be a financing statement filed as a fixture filing within the purview of the Code with respect to certain portions of the Mortgaged Property that are Fixtures or will become Fixtures. The name, type of organization

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and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of the Mortgagor set forth in the first paragraph of this Mortgage, and the name of the secured party for purposes of this financing statement is the name of the Mortgagee set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagor/debtor is the address of the Mortgagor set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagee/secured party from which information concerning the security interest hereunder may be obtained is the address of the Mortgagee set forth in the first paragraph of this Mortgage. Mortgagor's organizational identification number is 49558945. This Mortgage is to be filed for record in the real estate records of the county where the Real Estate is located. The Land Trust is the record owner of the Real Estate. Notwithstanding the foregoing, Mortgagor hereby expressly authorizes Mortgagee to prepare and file, without the necessity of a signature by Mortgagor (and in addition, at Mortgagee's request, Mortgagor agrees to execute and deliver to Mortgagee, in form, scope and substance satisfactory to Mortgagee), any additional Financing Statements and/or renewals or extensions thereof as Mortgagee may, from time to time, consider necessary to create, perfect and preserve Mortgagee's security interest herein granted and Mortgagee may cause such statements and assurances to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

5.3 Certain Remedies: Upon the occurrence of any Event of Default hereunder, Mortgagee shall have the right, at its option, to take appropriate steps to cause any of the Personalty and Fixtures subject to the security interest of Mortgagee hereunder to be sold at any one or more public or private sales as permitted by applicable law, including at a sale held in conjunction with any foreclosure sale of the Mortgaged Property as provided for in this Mortgage, and apply the proceeds of such sale against the Indebtedness secured hereby in whatever order Mortgagee shall direct in its absolute discretion, and Mortgagee shall further have all other rights and remedies as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent of Mortgagee. Any person, including both Mortgagor and Mortgagee, shall be eligible to purchase any part or all of such property at any such disposition. Expenses of retaking holding, preparing for sale, selling or the like shall be borne by Mortgagor and shall include Mortgagee's attorneys' fees and costs together with interest thereon at the Default Rate. Mortgagor, upon demand of Mortgagee, shall assemble such personal property and make it available to Mortgagee at the Mortgaged Property, a place that is hereby deemed to be reasonably convenient to Mortgagee and Mortgagor. Mortgagee shall give Mortgagor at least thirty (30) days' prior written notice of the time and place of any public sale of such property or of the time of or after which any private sale or any other intended disposition is to be made; and if such notice is sent to Mortgagor, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to Mortgagor. Any sale made pursuant to the provisions of this Section 5.3 shall be deemed to have been a public sale conducted in a commercially reasonable manner. Furthermore, in conjunction with, in addition to or in substitution for the rights and remedies available to Mortgagee pursuant to the Code: (a) in the event of a foreclosure sale, whether made by Mortgagee under the terms hereof or under judgment of a court, the Mortgaged Property (inclusive of Personalty and Fixtures) may, at the option of Mortgagee, be sold as a whole; and (b) it shall not be necessary

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that Mortgagee take possession of the aforementioned personal property or any part thereof prior to the time that any sale pursuant to the provisions of this Section 5.3 is conducted and it shall not be necessary that said personal property or any part thereof be present at the location of such sale; and (c) Mortgagee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Mortgagee, including the sending of notices and the conduct of the sale, but in the name and on behalf of Mortgagee.

All rights and remedies granted to Mortgagee under the Transaction Documents or under Article 9 hereof shall be in addition to and cumulative of all rights and remedies granted to Mortgagee under this Section 5.3.

Article 6

REPRESENTATIONS AND WARRANTIES

Mortgagor hereby represents and warrants to Mortgagee as of the date hereof and as of all dates hereafter that:

6.1 Organization, Authority, etc. Mortgagor (a) is duly organized, validly existing and in good standing under the laws of the state of its organization and is qualified to do business and are in good standing in every jurisdiction in which the nature of their businesses or properties makes such qualification necessary, including, but not limited to, under the laws of the State of Illinois; (b) has the right and authority to own its properties and to carry on their businesses as now being conducted; and (c) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to them.

6.2 Validity of Transaction Documents. (a) The execution, delivery and performance by Mortgagor of the Transaction Documents: (i) is within the powers of Mortgagor; (ii) have been duly authorized by all requisite legal action required of Mortgagor; (iii) has received all necessary governmental approvals; (iv) will not violate any of the Legal Requirements; and (b) the Transaction Documents, when executed and delivered by Mortgagor will constitute the legal, valid and binding obligations of Mortgagor in accordance with their respective terms.

6.3. Permits and Approvals. (a) All permits, certificates, approvals and licenses required for or in connection with the ownership, use, occupancy or enjoyment of the Mortgaged Property or in connection with the organization, existence and conduct of the businesses of Mortgagor have been duly and validly issued and are and shall at all times hereafter be in full force and effect; (b) prior to commencing the construction contemplated in the Transaction Documents, Mortgagor will obtain all necessary permits, licenses, certificates and approvals; and (c) upon completion of the construction contemplated in the Transaction Documents all permits, certificates, approvals and licenses required for or in connection with the ownership, use, occupancy or enjoyment of the Mortgaged Property shall be duly and validly issued and shall at all times thereafter be in full force and effect.

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6.4 Zoning. The Mortgaged Property is duly and validly zoned as to permit the use, occupancy and operation of the Mortgaged Property as contemplated thereby and such zoning is final and unconditional and in full force and effect, and no attacks are pending or threatened with respect thereto.

6.5 Utilities. All utility services necessary and sufficient for the full use, occupancy and operation of the Mortgaged Property are available to and do service the Mortgaged Property without the necessity of any off-site improvements or further connection costs; and upon completion of the construction contemplated in the Transaction Documents such utility services will continue to be available to and service the Mortgaged Property without the necessity of any off-site improvements or further connection costs.

6.6 Access. All streets and highways necessary for access to and full use, occupancy and operation of the Mortgaged Property have been completed and are open and available to the Mortgaged Property without further condition or cost to Mortgagor; additionally upon completion of the construction contemplated in the Transaction Documents, such streets and highways necessary for access to and full use, occupancy and operation of the Mortgaged Property will have been completed and will be open and available to the Mortgaged Property without further condition or cost to Mortgagor.

6.7 Condition of Mortgaged Property. (a) The Buildings are currently in good physical order, repair and condition, are structurally sound and materially wind and water tight, and all plumbing, electrical, heating, ventilation, air conditioning, elevator and other mechanical systems and equipment are in good operating order, repair and condition.

6.8 Financial and Other Information. Neither this Mortgage nor any other document or statement furnished to Mortgagee by Mortgagor contains or will contain any untrue statement of fact or omits or will omit to state a fact material to the submitted document or to the Mortgaged Property.

6.9 Brokerage Commissions and Other Fees. No brokerage fees or commissions or other fees are payable in connection with the loan to be disbursed by Mortgagee hereunder.

6.10 Taxes. Mortgagor has filed all federal, state, county and municipal income tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments received by it, and Mortgagor does not know of any basis for additional assessment in respect of such taxes.

6.11 Litigation. There is not now pending against or affecting Mortgagor or the Mortgaged Property nor, to the knowledge of Mortgagor, is there threatened, any action, suit or proceeding at law or in equity or by or before any administrative agency which if adversely determined would impair or affect the financial condition or operation of Mortgagor or the Mortgaged Property.

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6.12 Survival of Representations and Warranties. Each and all of the representations and warranties contained herein shall survive the execution and delivery of the Transaction Documents and the consummation of the loan called for therein, and shall continue in full force and effect until the obligations of the Mortgagor and the Indebtedness shall have been satisfied and paid in full.

Article 7

COVENANTS

Until the entire Indebtedness shall have been paid in full, Mortgagor hereby unconditionally covenants and agrees as follows:

7.1 Payment and Performance. Mortgagor shall pay or cause to be paid the Indebtedness, as and when all or any payment thereunder is due under this Mortgage or the Transaction Documents, and shall perform or cause to be performed all of the obligations of the Mortgagor under and pursuant to the Transaction Documents in full on or before the dates such obligations or any part thereof are required to be performed and shall commit or suffer no act or event which (upon notice or the passage of time, or both) would constitute a default or Event of Default under the Transaction Documents.

7.2 Compliance with Laws. Mortgagor will promptly and faithfully comply with all present and future laws, ordinances, rules, regulations and requirements of every Governmental Authority and of every Board of Fire Underwriters having jurisdiction, or similar body exercising similar functions, which may be applicable to it or to the Mortgaged Property, or any part thereof, or to the use, occupancy, possession, operation, maintenance, alteration, repair, reconstruction or disposition of the Mortgaged Property, or any part thereof or in interest therein.

7.3 Payment of Impositions. Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Impositions, such Impositions or installments thereof to be paid not later than the day any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof.

7.4 Repair. Mortgagor will keep the Mortgaged Property in good quality and condition and make all repairs and replacements thereof and additions and improvements thereto as are necessary or appropriate under sound management practices or as Mortgagee shall require, and will prevent any act or thing which might impair or diminish the value or usefulness of the Mortgaged Property. Mortgagor covenants and agrees to establish and maintain such cash reserves and segregated accounts for deferred maintenance or improvements as are necessary or appropriate under sound management practices or in Mortgagee's judgment.

7.5 Management, Leasing and Operation. Mortgagor shall provide competent and responsible management for the Mortgaged Property, with individuals devoting such time and attention as is necessary and appropriate to develop and maintain the Mortgaged Property as good quality buildings.

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7.6 Intentionally Omitted.

7.7 Adjustment of Losses with Insurer and Application of Proceeds of Insurance. Mortgagor hereby assigns to Mortgagee all proceeds from any insurance policies pertaining to the Mortgaged Property, and Mortgagee is hereby authorized and empowered, at its option, to make or file proofs of loss or damage and to adjust or compromise any loss, and to collect and receive the proceeds from any such policies. However, Mortgagee shall not be held responsible for any failure to collect any insurance proceeds regardless of the cause of failure. In the event the Mortgaged Property or any part thereof covered by such insurance is destroyed or damaged by fire, explosion, windstorm, hail or by any other casualty against which insurance shall have been required hereunder, then the Mortgagee shall have the right, at its option, after deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, to apply the net insurance proceeds in payment (without premium or penalty) of the Indebtedness (whether then matured or to mature in the future), either in whole or in part (in such order as Mortgagee shall deem proper), or to require the Mortgaged Property so destroyed or damaged to be repaired or replaced by the use of such proceeds. If Mortgagee does elect to apply such insurance proceeds in payment or reduction of the indebtedness secured hereby, whether due or not, and if the same are insufficient to pay such amount in full, then Mortgagee shall have the right and option to declare the entire balance of the Indebtedness remaining unpaid to be immediately due and payable, without liability of Mortgagor for any prepayment fee or penalty.

7.8 Application of Insurance Proceeds to Repair. In the event that Mortgagee elects to apply the proceeds of such insurance to repair or replacement of the Mortgaged Property, any such proceeds held by the Mortgagee for repairs or replacements shall be held by Mortgagee or, if Mortgagee elects, in its sole discretion, with a title insurance company or escrow agent designated by Mortgagee, upon such terms and conditions as Mortgagee may specify, without payment or allowance of interest thereon, and shall be paid out from time to time to Mortgagor (or, at the option of Mortgagee, jointly to Mortgagor and the persons furnishing labor and/or material incident to such restoration, repair or replacement or directly to such persons as the work progresses), upon such terms and conditions as Mortgagee may reasonably specify. As a condition precedent to the initial disbursement Mortgagor shall be required to simultaneously deposit with Mortgagee the amount, if any, which, when added to the net available insurance proceeds, is necessary and sufficient in Mortgagee's reasonable judgment to complete such repairs, rebuilding or other purposes as required by Mortgagee. If, upon completion of the work, any portion of the insurance proceeds has not been disbursed to Mortgagor (or one or more of the other aforesaid persons) incident thereto, Mortgagee may, at Mortgagee's option, disburse such balance to Mortgagor or apply such balance toward the payment of the Indebtedness without prepayment fee or penalty. In the event of an Event of Default hereunder, Mortgagee shall have the right, at its option, to apply the whole or any part of such insurance proceeds toward any of the Indebtedness, in such order and manner as Mortgagee may elect.

7.9 Condemnation Proceeds. All Awards shall be paid to the Mortgagee and, after deducting from said Awards all of its expenses in the collection and administration of said sums, Mortgagee shall have the right, at its option, to apply the net proceeds in payment (without prepayment premium or penalty) of the Indebtedness (whether then matured or to mature in the

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future), either in whole or in part (in such order as Mortgagee shall deem proper), or to require the Mortgaged Properties so affected by such condemnation to be repaired or restored by the use of such proceeds in the same manner as provided in paragraphs 7.7 and 7.8. If Mortgagee does elect to apply such proceeds in payment or reduction of the Indebtedness secured hereby, whether due or not, and if the same are insufficient to pay such amount in full, Mortgagee shall have the right and option to declare the entire balance of the Indebtedness remaining unpaid to be immediately due and payable, without liability of Mortgagor for any prepayment fee or penalty. Mortgagee shall be entitled to all Awards, and is hereby authorized, at its option, to commence, appear in and prosecute, in its own name or in Mortgagor's name any such proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. Mortgagor hereby assigns and transfers to Mortgagee all Awards and the claims, rights and proceedings in connection therewith. Mortgagor agrees to execute such further assignments of all Awards and claims, rights and proceedings in connection therewith as Mortgagee may request. Mortgagee shall not be held responsible for any failure to collect any amount in connection with any such proceeding regardless of the cause of failure.

7.10 Performance of Agreements. Mortgagor will duly and punctually perform all covenants and agreements under any agreements to which it is respectively a party with respect to the Mortgaged Property or any part thereof.

7.11 Inspection. Mortgagor will permit Mortgagee or its representatives, at all reasonable times, and upon reasonable notice, to inspect the Mortgaged Property.

7.12 Hold Harmless. Mortgagor hereby agrees to protect, defend, indemnify and hold Mortgagee harmless of and from any liability, loss, cost, demand, action, proceeding or claim affecting the Mortgaged Property, or the value of the Transaction Documents, and Mortgagor shall pay any and all costs and expenses incurred by Mortgagee as a result thereof, including any attorney's fees, upon demand.

7.13 Books and Records. Mortgagor will maintain full and complete books and records reflecting the results of its operations (in conjunction with its other operations as well as its operations of the Mortgaged Property) in accordance with generally accepted accounting principles, and all such books and records shall, upon five (5) days' prior written notice, be subject to inspection by the Mortgagee and its representatives.

7.14 Environmental Compliance. The Mortgagor shall comply or enforce compliance with any and all Federal, State, or Local legislation, rules and regulations relating to environmental protection including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), and any such other legislation, rules and regulations as are in, or may come into, effect and apply to the Mortgagor, the Mortgagee, the transactions contemplated hereby or the Mortgaged Property or any occupancy users thereof, whether as lessees, tenants, licensees, or otherwise.

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7.15 Deposits For Real Estate Taxes and Other Impositions. Upon the occurrence and continuance of an Event of Default, Mortgagor shall pay to Mortgagee, on each of the due dates of installments of principal and/or interest as set forth in the Transaction Documents, an amount equal to one-twelfth (1/12) of Mortgagee's estimate of the next annual Impositions. Mortgagor shall also pay to Mortgagee such additional amounts, to be determined by Mortgagee from time to time, as will provide a sufficient fund prior to the due dates of the next installment of such Impositions for payment of such Impositions together with, at all times, a reserve equal to two (2) monthly deposits. Provided no Event of Default has occurred and is continuing hereunder, amounts held by Mortgagee pursuant to this Paragraph shall be made available to Mortgagor in sufficient time to allow Mortgagor to satisfy Mortgagor's obligations under the Transaction Documents to pay Impositions. Upon the occurrence and continuance of an Event of Default under this Mortgage, Mortgagee may, at its option, without being required so to do, apply any deposits on hand to any of the Indebtedness, in such order and manner as Mortgagee may elect. All deposits are hereby pledged as additional security for the Indebtedness, and shall be held by Mortgagee irrevocably to be applied for the purposes for which made as herein provided and shall not be subject to the direction or control of Mortgagor. At any time subsequent to the occurrence of an Event of Default (whether or not the same is subsequently cured), Mortgagee shall have the right and option, upon written notice to Mortgagor, to require Mortgagor to make like deposits to provide a similar fund for the payment of premiums on the insurance policies herein required as the same become due.

7.16 Lien Status. Mortgagor shall protect the lien and security interest of this Mortgage and the Transaction Documents and shall not place, or permit to be placed, or otherwise mortgage, pledge, hypothecate or encumber the Mortgaged Property with, any other lien, attachment, levy, or security interest of any nature whatsoever (whether mechanics, judgment, tax, statutory, contractual or other) regardless of whether same is allegedly or expressly subordinate and inferior to the liens and security interest created by this Mortgage and the Transaction Documents, except for the Permitted Liens and if any such lien or security interest is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its own cost and expense, pay the underlying claim in full, or appear in and defend any action or claim, or take such other action so as to cause same to be released within thirty (30) days of when asserted, made or filed, subject to any permitted contest as provided in the Additional Covenant Agreement.

7.17 Restrictions on Transfer and Financing. For the purpose of protecting Mortgagee's security, keeping the Mortgaged Property free from subordinate financing liens, Mortgagor agrees that any sale, conveyance, further encumbrance or other transfer of title to the Mortgaged Property, or any interest therein (whether voluntarily or by operation of law), without the Mortgagee's prior written consent, which consent shall be in Mortgagee's sole discretion, shall be an Event of Default hereunder.

For the purpose of this paragraph 7.17 and without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Mortgagee's prior written consent, shall be deemed to be an unpermitted transfer of title to the Mortgaged Property and therefore an Event of Default hereunder:

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(i) any sale, conveyance, assignment, or other transfer of, or the mortgage, pledge or grant of a security interest in, all or any part of the legal and/or equitable title to the Mortgaged Property; or

(ii) any sale, conveyance, assignment, or other transfer of, or the mortgage, pledge or the grant of a security interest in, any direct or indirect ownership interest in Mortgagor; or

(iii) any transfer from the Land Trust to the Borrower.

Any such sale, transfer, assignment, conveyance, lease, lien, pledge, mortgage, hypothecation or any other encumbrance or alienation or contract or agreement to do any of the foregoing shall be null and void and of no force or effect, but the attempted making thereof shall, at the option of Mortgagee, constitute an Event of Default hereunder. Any consent by the Mortgagee, or any waiver of an Event of Default, under this paragraph 7.17 shall not constitute a consent to, or waiver of any right, remedy, or power of the Mortgagee upon a subsequent Event of Default under this paragraph 7.17.

7.18 Existence. Mortgagor will preserve and keep in full force and effect its legal existence, rights, franchises and trade names.

7.19 Use Restrictions. Mortgagor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Mortgaged Property in any manner which would: (a) be dangerous unless safeguarded as required by law; (b) constitute a public or private nuisance; (c) make void, voidable or cancelable, any insurance then in force with respect thereto; or (d) alter the current use of the Mortgaged Property, except as permitted under the Transaction Documents.

7.20 Alterations. Except as provided in the Transaction Documents, Mortgagor shall not, without the prior written consent of Mortgagee, make or permit to be made any material additions or alterations to the Mortgaged Property. Notwithstanding the foregoing, in instances where repairs, replacements, renewals, additions, betterments, improvements or alterations are required in and to the Mortgaged Property on an emergency basis to prevent loss, damage, waste or destruction thereof, Mortgagor shall proceed to construct same, or cause same to be constructed; provided, however, that in instances where such emergency measures are to be taken, Mortgagor shall promptly notify Mortgagee of the commencement of same and the measures to be taken which shall be subject to Mortgagee's approval.

7.21 Replacement of Fixtures and Personalty. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Real Estate or Buildings, except to the extent permitted under the Transaction Documents.

7.22 Restoration Following Any Casualty. If any act or occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, shall result in damage to or loss or destruction of the Mortgaged Property, Mortgagor shall give notice thereof to Mortgagee and shall promptly, at Mortgagor's sole cost and expense and regardless of whether any insurance proceeds or condemnation award, or any portion thereof, shall be sufficient or shall be made available by

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Mortgagee for such purpose, commence and continue diligently to complete the restoration, repair, replacement and rebuilding of the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction.

7.23 Tax on the Indebtedness. In the event of the enactment, after the date of this Mortgage, of the law of any State applicable to this Mortgage deducting from the value of the Mortgaged Property for the purpose of taxation the amount of any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Mortgaged Property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or Mortgagee, then and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if, in the opinion of counsel for Mortgagee, (a) it may be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to accelerate the applicable Maturity Date of all of the Indebtedness secured hereby, whereupon the Indebtedness become due and payable within ninety (90) days from the giving of such notice. Notwithstanding the foregoing, it is understood and agreed that Mortgagor is not obligated to pay any portion of Mortgagee's federal or state income tax.

Article 8

EVENTS OF DEFAULT

The term "Event of Default" shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following, without notice to Mortgagor and without any grace period unless otherwise expressly set forth herein.

8.1 Payment of Indebtedness. If Mortgagor shall fail, refuse or neglect to pay in full any installment or payment under the Transaction Documents, whether of principal, interest or any other amount, as and when the same shall become due and payable under the Transaction Documents, and such default is not cured within the grace or cure period, if any, allowed for curing same under said Transaction Documents; or if Mortgagor shall fail, refuse or neglect to pay in full the entire amount owing under the Transaction Documents on the applicable Maturity Date, or by acceleration, notice of prepayment or otherwise.

8.2 Performance of Obligations. If Mortgagor shall fail, refuse or neglect to perform and discharge fully any of the terms, covenants or conditions as and when required under the Transaction Documents and such failure, refusal or neglect shall either be incurable or, if curable, shall remain uncured (a) for a period of fifteen (15) days after any applicable payment date, in the case of monetary defaults other than monetary defaults under the Transaction Documents referred to in Section 8.1 above, or (b) for a period of thirty (30) days after written notice thereof from Mortgagee to Mortgagor in the case of any non-monetary defaults (unless, in

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either case, a shorter cure or grace period is specifically set forth with respect to any particular provision hereof).

8.3 Event of Default Under the Other Transaction Documents. If any "Event of Default" (as defined in the particular Transaction Document) shall occur under the provisions of any Transaction Document.

8.4 Foreclosure of Other Liens. If the holder of a junior or senior mortgage or other lien on the Mortgaged Property (without hereby implying Mortgagee's consent to any such junior or senior mortgage or other lien) declares a default or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

8.5 Damage or Destruction. If the Mortgaged Property or any material part thereof is demolished, destroyed or damaged by any cause whatsoever and the loss is not adequately covered by insurance actually collected and Mortgagor fails to deposit with Mortgagee the deficiency upon written request.

8.6 False Representation. If any representation or warranty made by Mortgagor under or pursuant to the Transaction Documents shall be false or misleading in any respect on or at any time after the date when made or if any inaccuracy shall exist in any of the financial statements, operating information or other information furnished to Mortgagee in connection with the Transaction Documents.

8.7 Failure to Obtain Mortgagee's Consent to Transfer or Financing. If Mortgagor shall make any unpermitted transfer or financing in violation of Paragraph 7.17 hereof.

8.8 Liens. If any liens (mechanics, judgment or otherwise) are recorded, filed or otherwise asserted against title to the Mortgaged Property or any part thereof (other than Permitted Liens) and the same are not released or insured over or bonded against to the satisfaction of Mortgagee within thirty (30) days of when recorded, filed or otherwise asserted, after the completion or expiration of any challenge permitted under the Additional Covenant Agreement.

Article 9

FORECLOSURE AND OTHER REMEDIES

9.1 Remedies. If an Event of Default shall occur, Mortgagee may, at its option, exercise one or more or all of the following remedies either successively or concurrently:

9.1.1 Acceleration. Declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

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9.1.2 Receiver. Apply at any time to a court having jurisdiction for the appointment of a receiver of the Mortgaged Property; and such appointment shall be made by the court as a matter of strict right to Mortgagee and without reference to the adequacy or inadequacy of the security or value of the Mortgaged Property, or to the solvency or insolvency of Mortgagor, and Mortgagor does hereby irrevocably consent to such appointment.

9.1.3 Entry on Mortgaged Property. Enter upon the Mortgaged Property, without force or with such force as is permitted by law, and without notice or process or with such notice or process as is required by law, unless such notice or process is waiveable, in which case Mortgagor hereby waives such notice and process, and take exclusive possession thereof and of all books, records and accounts relating thereto.

9.1.4 Full or Partial Foreclosure. Pursuant to the procedures provided by applicable law, institute and prosecute foreclosure proceedings with respect to the Mortgaged Property; or, if Mortgagee so elects, institute foreclosure procedures only with respect to a portion of the Indebtedness or to a portion of the Mortgaged Property (such partial proceeding being hereinafter referred to as a partial foreclosure). Mortgagor agrees that sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the remainder of the secured Indebtedness, but as to such remainder this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Paragraph. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate the entire secured Indebtedness by reason of any Event of Default upon which such partial foreclosure was predicated or by reason of any other Event of Default, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any remainder of the secured Indebtedness, it being the purpose hereof to provide for a partial foreclosure sale of the secured Indebtedness without exhausting the power to foreclose and to sell the Mortgaged Property pursuant to any such partial foreclosure for any other part of the secured Indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

9.1.5 Other. Exercise any other remedy specifically granted under the Transaction Documents or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

9.2 Right and Authority of Receiver or Mortgagee in the Event of Default, Power of Attorney. Upon the occurrence of an Event of Default hereunder and entry upon the Mortgaged Property pursuant to Paragraph 9.1.3 hereof or appointment of a receiver pursuant to Paragraph 9.1.2 hereof, and under such terms and conditions as may be deemed prudent and reasonable, in the Mortgagee's opinion under the circumstances, all at Mortgagor's expense, Mortgagee or said receiver, as the case may be, may do or permit any one or more of the following, successively or concurrently: (a) enter upon and take possession and control of the Mortgaged Property; (b) take and maintain possession of all documents, books, records, papers and accounts related to the Mortgaged Property; (c) exclude Mortgagor, its agents and employees, wholly from the Mortgaged Property; (d) manage and operate the Mortgaged Property; (e) preserve and maintain the Mortgaged

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Property; (f) make repairs and alterations to the Mortgaged Property; (g) complete any construction or repair of the improvements on the Mortgaged Property with such changes, additions or modifications to the plans and specifications or intended disposition and use of the improvements under construction on the Mortgaged Property as Mortgagee may deem appropriate or desirable to place the Mortgaged Property in such condition as will, in Mortgagee's sole judgment, make it or any part thereof readily marketable or rentable; (h) employ such contractors, subcontractors, materialmen, architects, engineers, consultants, managers, brokers, marketing agents or other employees, agents, independent contractors or professionals, as Mortgagee may in its discretion deem appropriate or desirable, to implement and effectuate the rights and powers herein granted; (j) execute and deliver, in the name of Mortgagor as attorney-in-fact and agent of Mortgagor, or in its own name as Mortgagee or receiver, such documents and instruments as are necessary or appropriate to consummate authorized transactions; (k) enter such leases, whether of real or personal property, or tenancy agreements, under such terms and conditions as Mortgagee or receiver may in its sole discretion deem appropriate or desirable; (l) collect and receive the Rents from the Mortgaged Property; (m) eject tenants or repossess personal property, as provided by law, for breaches of the conditions of their leases or other agreements; (n) sue for unpaid Rents, payments, income or proceeds in the name of Mortgagor or Mortgagee; (o) maintain actions in forcible detainer and actions in distress for rent; (p) compromise or give acquittance for rents, payments, income or proceeds that may become due; (q) delegate or assign any and all rights and powers given to Mortgagee by this Mortgage; and/or (r) do any acts which Mortgagee or receiver in its discretion deems appropriate or desirable to protect the security hereof and/or use such measures, legal or equitable, as it may in its discretion deem appropriate or desirable to implement and effectuate the provisions of this Mortgage. This Mortgage shall constitute a direction to and full authority to any lessee or other third-party who has heretofore dealt or may hereafter deal with Mortgagor or Mortgagee, at the request of Mortgagee, to pay all amounts owing under any Lease or other agreement to the Mortgagee without proof of the default relied upon. Any such lessee or third-party is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by Mortgagor in so doing) any request, notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents or other sums which may be or thereafter become due under its Lease or other agreement, or for the performance of any undertakings under any such Lease or other agreement, and shall have no right or duty to inquire as to whether any default under this Mortgage or any of the other Transaction Documents has actually occurred or is then existing, and Mortgagor hereby constitutes and appoints Mortgagee, its assignees, successors, transferees and nominees, as Mortgagor's true and lawful attorney-in-fact and agent, with full power of substitution in the Mortgaged Property, in Mortgagor's name and stead, to do or permit any one or more of the foregoing described rights, remedies, powers and authorities, successively and concurrently, and said power of attorney shall be deemed a power coupled with an interest and irrevocable.

9.3 Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided herein and in the Transaction Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor or against other obligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

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9.4 Waiver of Redemption, Notice, Marshaling, etc. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any sale pursuant to any statute, order, decree or judgment of any court, on its own behalf, and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property or any portion thereof. Mortgagor further agrees, to the extent permitted by law, that if a default occurs hereunder, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any homestead exemption, appraisal, valuation, stay, extension, moratorium or other laws now or hereafter in force, in order to prevent or hinder enforcement or foreclosure of this Mortgage, or absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do the benefit of such laws and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

9.5 Application of Proceeds. The proceeds of any sale or all or any portion of the Mortgaged Property and the amounts generated by any holding, leasing, operation or other use of the Mortgaged Property shall be applied by Mortgagee in such order as Mortgagee may at its option elect, for the following purposes:

- (a) to the payment of all of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation, payment of attorneys' fees and fees of a receiver;
- (b) to the payment of accrued and unpaid interest due under any Transaction Document; and
- (c) to the payment of the balance of the Indebtedness.

9.6 No Conditions Precedent to Exercise of Remedies: Mortgagor shall not be relieved of any obligation under the Transaction Documents by reason of: (a) the failure of Mortgagee to comply with any request of Mortgagor to foreclose the lien of this Mortgage or to enforce any provision of the other Transaction Documents; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation extending, renewing, rearranging or in any other way modifying the terms of the Transaction Documents without first having obtained the consent of, given notice to or paid any consideration to Mortgagor and in such event Mortgagor shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence save and except the complete payment of the Indebtedness and the complete fulfillment of all of the obligations of the Mortgagor under the Transaction Documents.

9.7 Indemnity. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor, and to the extent provided by law and except for Mortgagee's willful misconduct or gross negligence,

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Mortgagor shall and does hereby agree to protect, indemnify, defend and hold Mortgagee harmless of and from any and all liability, loss, cost, expense or damage which it may or might incur in the exercise of its rights, remedies, powers and authority hereunder, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations, undertakings or liabilities. Should Mortgagee incur any such liability, loss, cost or damage of or in the defense of any claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand, with interest accruing at the Default Rate.

9.8 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Transaction Documents and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Transaction Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

Article 10

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10.1 Intentionally Deleted.

10.2 Further Assurances. Mortgagor, upon the reasonable request of Mortgagee, will execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Transaction Documents.

10.3 Recording and Filing. Mortgagor will cause the Transaction Documents and all supplements thereto at all times to be recorded and filed in such manner and in such places as Mortgagee shall request, and will pay any recording and filing taxes, fees and other charges.

10.4 Notice. All notices, demands, requests and other communications required under the Transaction Documents shall be in writing and shall be deemed to have been properly given if delivered by personal or messenger delivery, by overnight courier service or if sent by first class U.S. mail, postage prepaid, return receipt requested, addressed to the party for whom it is intended at the Mortgagor's Address or the Mortgagee's Address, as the case may be. Notice so sent shall be effective (a) one (1) business day after deposit with an overnight messenger service, (b) two (2) business days after deposit in the U.S. mail, if mailed as provided above or (c) upon delivery to the appropriate address if sent by personal delivery or prepaid messenger, and in each case, a notice so sent shall be effective whether or not receipt thereof by any of those means is acknowledged or is refused by the addressee or any person at such address. Any party may designate a change of address by written notice to the other.

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10.5 Mortgagee's Right to Perform the Obligations. If Mortgagor fails to make any payment or perform any act required by the Transaction Documents, Mortgagee, without any obligation so to do and without waiving any other right, remedy or recourse, may make such payment or perform such act at the expense of Mortgagor. All sums so paid by Mortgagee and all costs incurred in connection therewith, together with interest thereon at the Default Rate from the date of payment, shall constitute part of the Indebtedness secured by this Mortgage and the Transaction Documents and shall be paid by Mortgagor to Mortgagee on demand or, upon failure to pay on demand, shall be included in any judgment of foreclosure.

10.6 Modification. The Transaction Documents and the terms of each of them may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

10.7 No Waiver. All options and rights of election herein provided for the benefit of the Mortgagee are continuing, and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option or election at any later date. No exercise of the rights and powers herein granted and no delay or omission in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at any time and from time to time.

10.8 Subrogation. If any amounts available under the Transaction Documents are utilized in whole or in part to pay off any existing lien against the Mortgaged Properties or any portion thereof, the Mortgagee shall be subrogated to any and all rights of the holder of any such lien, whether or not it is assigned to the Mortgagee, and said liens are hereby renewed, extended and carried forward in full force and effect for the benefit of the Mortgagee.

10.9 Mortgagee's Costs and Expenses. Mortgagor further expressly covenants and agrees to pay Mortgagee all costs and expenses of every kind paid or incurred by Mortgagee in any way in connection with this Mortgage or other Transaction Documents and the protection of the Mortgaged Property or the maintenance of the lien of this Mortgage and the security interests under the other Transaction Documents, or otherwise in connection with the determination and exercise by Mortgagee of any of its rights or remedies under the Transaction Documents upon the occurrence of any event which, with the passage of time or the giving of notice or both, could constitute a default or an event of default hereunder, including any and all expenditures for documentary evidence, title insurance, minutes of foreclosure, or any abstract or opinion of title to the Mortgaged Property, and all similar fees, costs, charges and expenses, and including all attorneys' fees and stenographer's fees, paid or incurred by Mortgagee in any suit or legal proceeding, or in preparation or in anticipation of declaring a default or event of default or in preparation or in anticipation of such suit or proceeding, regardless of whether such suit or proceeding is actually instituted, including without limitation, any bankruptcy or insolvency proceeding, probate proceeding, or other proceeding in which Mortgagee may in its discretion intervene in order to protect its security, or appeal from any of the foregoing, or otherwise paid or incurred by Mortgagee in obtaining legal advice regarding its rights and remedies under the

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Transaction Documents or in determining whether to declare a default or event of default hereunder. All such fees, costs, charges and expenses shall constitute so much additional indebtedness evidenced by the Transaction Documents and secured by this Mortgage, regardless of whether the same may cause the Indebtedness secured hereby to exceed the face amount of the Indebtedness evidenced by the Transaction Documents, and shall be immediately due and payable when incurred, with interest accruing thereon at the Default Rate, and shall be allowed in any decree of foreclosure hereof.

10.10 Usury. It is expressly stipulated and agreed to be the intent of the Mortgagor and Mortgagee to at all times comply with applicable law now or hereafter governing the interest payable on the Indebtedness evidenced by the Transaction Documents. If the applicable law is ever revised, repealed, or judicially interpreted so as to render usurious any amount called for under the Transaction Documents (or under any other instrument evidencing or relating to any of the secured indebtedness), or contracted for, charged, taken, reserved or received with respect to the Transaction Documents, or if the Mortgagee's acceleration of amounts due under the Transaction Document or any prepayment by Mortgagor results in Mortgagor having paid any interest in excess of that permitted by law, then it is Mortgagor's and Mortgagee's express intent that all excess amounts theretofore collected by Mortgagee be credited on the principal balance of any amounts owing under the Transaction Documents (or, if paid in full, refunded to Mortgagor), and the provisions of this Mortgage and the Transaction Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

10.11 Successors and Assigns; Covenants Running with the Land. The terms, provisions, covenants and conditions hereof and of the Transaction Documents shall be binding upon Mortgagor, its heirs, devisees, representatives, successors and assigns, and shall inure to the benefit of the Mortgagee and its successors, substitutes and assigns, and shall constitute covenants running with the land. This subparagraph 10.11 shall in no way be construed to imply any consent by Mortgagee to any unpermitted transfer as set forth herein.

10.12 Conflict of Terms. The terms, provisions, covenants and conditions of the Mortgage shall be construed in such a manner as to be consistent with the terms and any other instruments executed in connection with or as security for the Transaction Documents, provided however, in the event of conflict between the terms of this Mortgage and the terms of the other Transaction Documents (other than the Bond Related Agreements), the terms of this Mortgage shall control.

10.13 Applicable Law. THIS MORTGAGE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO ILLINOIS' PRINCIPLES OF CONFLICTS OF LAW). MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY ILLINOIS OF FEDERAL COURT SITTING IN

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CHICAGO, ILLINOIS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE.

10.14 Business Loan. Mortgagor acknowledges and agrees that (a) this Mortgage and the Transaction Documents have been negotiated, executed and delivered in the State of Illinois; (b) the amounts available under the Transaction Documents will be used for a "business purpose" as specified in 815 ILCS 205/4(1)(c)(1992), as well as loans secured by a mortgage on real estate which comes within the purview of 815 ILCS 205/4(1)(l), and that accordingly, the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph; and (c) the Indebtedness and the obligations of the Mortgagor under the Transaction Documents secured hereby are an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. §§1601, et seq.

10.15 No Joint Venture; No Third Party Beneficiary. Mortgagor acknowledges and agrees that in no event shall Mortgagee be deemed to be a partner or joint venturer with it. Without limitation of the foregoing, Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document securing any portion of the Indebtedness or otherwise. No other person shall be deemed to have any right or priority under this Mortgage to any extent or for any purpose whatsoever, nor shall any other person have any claim or right of action with respect to the Mortgaged Property or proceeds of the Indebtedness or be deemed a third-party beneficiary under this Mortgage or under the Transaction Documents.

10.16 Severability. The Transaction Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable Legal Requirements. If any provision of any of the Transaction Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law. It is hereby expressly stipulated and agreed to be the intent of Mortgagor and Mortgagee to at all times comply with the usury, and all other, laws relating to the Transaction Documents. If, at any time, the applicable Legal Requirements render usurious any amount called for in any Transaction Document, then it is Mortgagor's and Mortgagee's express intent that such document be enforced to the greatest extent permitted by law, so as to comply with the then applicable law so as to permit the recovery of the fullest amount otherwise called for in such Transaction Documents.

10.17 Release Upon Payment and Discharge of Mortgagor's Obligations. If Mortgagor shall fully pay all principal and interest on all Indebtedness evidenced and secured hereby and perform and comply with all of the obligations to be performed and complied with by Mortgagor, then this Mortgage shall be satisfied, and Mortgagee shall thereupon release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all Indebtedness secured hereby and, if allowed by law, upon payment to Mortgagee of a reasonable fee for the preparation of such release.

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10.18 Type of Real Estate. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.; "Foreclosure Act").

10.19 Illinois Mortgage Foreclosure Law.

(a) In the event any provision in this Mortgage shall be inconsistent with any provision of the Foreclosure Act, the provisions of the Foreclosure 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 Foreclosure Act.

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Foreclosure Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law.

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

(d) In addition to any provision of this Mortgage authorizing the Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Foreclosure Act, to be placed in possession of the Property or, at its request, to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities and duties, as provided for in Sections 5/15-1701 and 5/15-1703 of the Foreclosure Act

(e) MORTGAGOR SHALL NOT AND WILL NOT APPLY FOR OR AVAIL ITSELF OF ANY APPRAISEMENT, VALUATION, STAY, EXTENSION OR EXEMPTION LAWS, OR ANY SO-CALLED "MORATORIUM LAWS," NOW EXISTING OR HEREAFTER ENACTED IN ORDER TO PREVENT OR HINDER THE ENFORCEMENT OR FORECLOSURE OF THIS MORTGAGE, BUT HEREBY WAIVES THE BENEFIT OF SUCH LAWS. MORTGAGOR FOR ITSELF AND ALL WHO MAY CLAIM THROUGH OR UNDER IT WAIVES ANY AND ALL RIGHT TO HAVE THE PROPERTY AND ESTATES COMPRISING THE PROPERTY MARSHALLED UPON ANY FORECLOSURE OF THE LIEN HEREOF AND AGREES THAT ANY COURT HAVING JURISDICTION TO FORECLOSE SUCH LIEN MAY ORDER THE PROPERTY SOLD AS AN ENTIRETY. IN THE EVENT OF ANY SALE MADE UNDER OR BY VIRTUE OF THIS MORTGAGE, THE WHOLE OF THE MORTGAGED PROPERTY MAY BE SOLD IN ONE PARCEL AS AN ENTIRETY OR IN SEPARATE LOTS OR PARCELS AT THE SAME OR DIFFERENT TIMES, ALL AS MORTGAGEE MAY DETERMINE. MORTGAGEE SHALL HAVE THE

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RIGHT TO BECOME THE PURCHASER AT ANY SALE MADE UNDER OR BY VIRTUE OF THIS MORTGAGE AND MORTGAGEE SHALL BE ENTITLED TO CREDIT BID THE INDEBTEDNESS OR ANY PORTION THEREOF IN MORTGAGEE'S SOLE DISCRETION.

(f) THE MORTGAGOR, 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, HEREBY IRREVOCABLY WAIVES PURSUANT TO 735 ILCS 5/15-1601 OF THE FORECLOSURE ACT ANY AND ALL RIGHTS OF REINSTATEMENT (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REINSTATEMENT PROVIDED FOR IN 735 ILCS 5/15 1602) OR REDEMPTION FROM SALE OR FROM OR UNDER ANY ORDER, JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REDEMPTION PROVIDED FOR IN 735 ILCS 5/15 1603) OR UNDER ANY POWER CONTAINED HEREIN OR UNDER ANY SALE PURSUANT TO ANY STATUTE, ORDER, DECREE OR JUDGMENT OF ANY COURT.

Section 10.20. Future Advances; Maximum Indebtedness. This Mortgage is granted to secure not only existing indebtedness, but also future advances made pursuant to or as provided in the Transaction Documents, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution hereof, and although there may be no indebtedness outstanding at the time any advance is made. Notwithstanding anything in this Mortgage to the contrary, the maximum principal amount of the indebtedness secured by this Mortgage shall not exceed \$32,000,000 plus all costs of enforcement and collection of this Mortgage and the other Transaction Documents, plus the total amount of any advances made pursuant to the Transaction Documents to protect the collateral and the security interest and lien created hereby, or the priority thereof, together with interest on all of the foregoing as provided in the Transaction Documents.

Section 10.21. Insurance Disclosure. The following notice is provided pursuant to paragraph (3) of 815 ILCS 180/10: Unless the Mortgagor provides evidence of the insurance coverage required by the Transaction Documents, the Mortgagee may purchase such insurance at the Mortgagor's expense to protect the Mortgagee's interests in the Mortgagor's collateral. This insurance may, but need not, protect the Mortgagor's interests. The coverage that the Mortgagee purchases may not pay any claim that the Mortgagor may make or any claim that is made against the Mortgagor in connection with the collateral. The Mortgagor may later cancel any insurance purchased by the Mortgagee, but only after providing evidence that the Mortgagor has obtained insurance as required by the Transaction Documents. If the Mortgagee purchases insurance for the collateral, the Mortgagor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges that the Mortgagee 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 the Indebtedness of the Mortgagor. The costs of the insurance may be more than the cost of insurance that the Mortgagor may be able to obtain on the Mortgagor's own.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage, Assignment of Leases, Rents and Profits, Security Agreement and Fixture Filing to be executed as of the day and year first above written.

SEARCH, INC., an Illinois not-for-profit corporation

By: [Signature]
Name: John Lipscomb
Title: President and Chief Executive Officer

CHICAGO LAND TRUST COMPANY, as successor trustee to LaSalle Bank National Association, not personally but as successor trustee to American National Bank and Trust Company of Chicago, under Trust Agreement dated March 31, 1994 and known as Trust Number RV-012338, for the benefit of the Borrower

By: [Signature]
Its: ASST VP



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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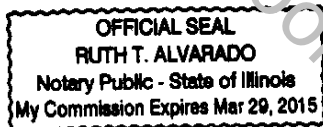
ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, RUTH T. ALVARADO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John Lipscomb the President and Chief Executive Officer of **SEARCH, INC.**, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of October, 2014.

{SEAL}



Ruth T. Alvarado
Notary Public

My Commission expires:

March 29, 2015

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Silvia Medina Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KAREN MICHEL the ASST. VICE PRESIDENT of Chicago Title Land Trust Company, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31ST day of October, 2014.

{SEAL}

Silvia Medina
Notary Public

My Commission expires:

_____, 20__



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EXHIBIT A

Legal Descriptions

8248 North Gross Point, Morton Grove, Illinois

LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 54.92 FEET; THENCE EAST 128.90 FEET TO A POINT ON THE NORTHWESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 62.60 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF GROSS POINT ROAD AFORESAID, A DISTANCE OF 62.60 FEET TO SAID SOUTHWEST CORNER OF LOT 4, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4 100.40 FEET TO THE PLACE OF BEGINNING

ALSO THE EAST 1/2 AND THE SOUTHEAST 1/2 OF THE VACATED ALLEY ADJOINING LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 54.92 FEET; THENCE EAST 128.90 FEET TO A POINT ON THE NORTHWESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 62.60 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF GROSS POINT ROAD AFORESAID, A DISTANCE OF 62.60 FEET TO SAID SOUTHWEST CORNER OF LOT 4, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, 100.40 FEET TO THE PLACE OF BEGINNING ALL IN BLOCK 4 IN ARTHUR DUNAS SECOND TERMINAL SUBDIVISION OF A SUBDIVISION OF LOTS 4 AND 5 OF THE SUBDIVISION OF LOTS 1, 5 AND 6 OF OWNERS SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 10-21-309-011-0000

4255 West Enfield, Skokie, Illinois

LOT 15 AND 16 IN BLOCK 4 IN DEMPSTER PARK, A SUBDIVISION OF LOTS 6, 7, 8 AND 9 IN SUBDIVISION OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, ALSO THE EAST 4 CHAINS OF THE SOUTH 20 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-15-430-057-0000

908 South Golfview, Mount Prospect, Illinois

LOT 84 IN GOLFHURST, BEING A RESUBDIVISION OF LOT 3 IN OWNER'S SUBDIVISION OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID GOLFHURST, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 3, 1958, AS DOCUMENT NUMBER 1832676, IN COOK COUNTY, ILLINOIS.

PIN: 08-13-201-076-0000

5141 North Coyle, Skokie, Illinois

LOT 242 (EXCEPT THE WEST 7.00 FEET THEREOF) AND THE WEST 20.00 FEET OF LOT 243 IN KRENN AND DATO'S PRATT-LARAMIE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF

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THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED AUGUST 22, 1924 AS DOCUMENT 8562351, IN COOK COUNTY, ILLINOIS.

PIN: 10-33-220-046-0000

4000 Colfax, Skokie, Illinois

LOT 7 (EXCEPT THE EAST 10 FEET THEREOF TAKEN FOR STREET) IN BLOCK 7 IN PARAMOUNT REALTY CORPORATION, THE HIGHLANDS CRAWFORD RIDGE TERMINAL SUBDIVISION OF LOT 1 (EXCEPT THE EAST 1 ROD THEREOF) AND OF LOTS 3, 4, 5, 6, 7 AND 8 (EXCEPT 1 ROD ON THE EAST AND WEST SIDE THEREOF) IN BERNARD DOETSCH'S SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1926 AS DOCUMENT 9259772, IN COOK COUNTY, ILLINOIS.

PIN: 10-10-405-039-0000

5307 West Church, Skokie, Illinois

LOT 6 IN ARCADIA SUBDIVISION, A SUBDIVISION OF ALL LOTS 1 TO 4 INCLUSIVE AND THAT PART OF LOTS 5 THROUGH 23 INCLUSIVE LYING SOUTHERLY OF THE LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 5 AFORESAID, SAID POINT BEING 60.17 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, ALL IN BLOCK 2 IN SUFFIELD TERRACE BEING A SUBDIVISION OF PART OF LOT 10 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-16-303-064-0000

8556 North Central Park, Skokie, Illinois

LOTS 41, 42 AND 43 IN BLOCK 7 IN HARRY A. ROTH AND COMPANY'S BROADVIEW HEIGHTS SUBDIVISION IN SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-23-126-021-0000; 10-23-126-022-0000; 10-23-126-023-0000

9007 Austin, Morton Grove, Illinois

THE SOUTH 15 FEET 6 INCHES OF LOT 18, LOT 19 AND LOT 20 (EXCEPT THE SOUTH 16 FEET 6 INCHES THEREOF) IN BLOCK 4 IN SOFIELD GARDENS, A SUBDIVISION OF THE EAST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 10-17-408-058-0000