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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1434619118

Doc#: 1434619118 Fee: \$78.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/12/2014 12:34 PM Pg: 1 of 21

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 16-24-415-003-0000

Address:

Street: 2643 West 19th Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60608

Lender: Josephine Soltysiak, as Trustee of the Josephine Soltysiak Revocable Trust Dated June 3, 1987

Borrower: B & J Wire, Inc.

Loan / Mortgage Amount: \$446,338.37

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

Certificate number: 2FABE7F3-5CFC-4BD8-9F93-F834442FCA8E

Execution date: 12/11/2014

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*This Instrument prepared by and
when recorded return to:*

Pearl A. Zager
Vedder Price P.C.
222 North LaSalle Street
Suite 2500
Chicago, Illinois 60601

MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF LEASES AND RENTS

THIS MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") dated as of this 4th day of December, 2014, made by B & J WIRE, INC., an Illinois corporation, having an office at 1919 S. Fairfield, Chicago, Illinois 60608 ("Mortgagor") to JOSEPHINE SOLTYSIAK, as Trustee of the JOSEPHINE SOLTYSIAK REVOCABLE TRUST DATED JUNE 3, 1987 ("Mortgagee"), having an address at 827 Carillon Drive, Bartlett, Illinois 60103.

RECITAL:

- A. Mortgagor is the owner of the fee simple estate in the Land (hereinafter defined);
- B. It is a condition precedent to the payment by Mortgagee of the amount due and payable by Mortgagor to Harris N.A. and the making of the extensions of credit and other financial accommodations contemplated by the Note (hereinafter defined) that the Mortgagor execute and deliver this Mortgage in favor of Mortgagee; and
- C. Mortgagor has authorized the delivery of this Mortgage in order to secure an Installment Note Secured by Mortgage dated of even date herewith and having an aggregate principal amount of Hundred Forty-Six Thousand Three Hundred Thirty-Eight and 37/100 Dollars (\$446,738.37) (the "Note"), and all other advances, debts, liabilities, obligations, covenants and duties arising under this Mortgage and owing by Mortgagor (the "Loan") of every type and description, present or future, whether or not evidenced by any note, guaranty or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, opening or amendment of a letter of credit or payment of any draft drawn thereunder, loan, guaranty, indemnification, foreign exchange contract or interest rate contract or in any other manner, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising and however acquired (collectively, as same may be amended, modified, consolidated, extended, renewed, replaced, supplemented, or restated from time to time, the "Obligations"). The term "Obligations" includes, without limitation, all interest, charges, expenses, fees, attorneys' fees and disbursements and any other sum chargeable to Mortgagor under this Mortgage.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, in order to secure the payment and performance of the Obligations, as the same may be modified or amended, extended, renewed, replaced, supplemented or restated, MORTGAGOR DOES HEREBY MORTGAGE, GIVE, GRANT, BARGAIN, SELL, WARRANT, ALIENATE, REMISE, RELEASE, CONVEY, ASSIGN, GRANT A SECURITY INTEREST IN, TRANSFER, HYPOTHECATE, DEPOSIT, PLEDGE, SET OVER AND CONFIRM UNTO MORTGAGEE, for the benefit and security of the Mortgagee, the following described real and other property and all substitutions for, and all proceeds, replacements, reversions and remainders of, such property, whether now owned or held or hereafter acquired by Mortgagor (collectively, the "Mortgaged Property"):

Mortgagor's interest in all those plots, pieces or parcels of land more particularly described in Exhibit "A" annexed hereto and made a part hereof (the "Plots"), together with the right, title and interest of Mortgagor, if any, in and to the streets, the land lying in the bed of any street, road or avenue, opened or proposed, in front of, adjoining, or abutting the Plots to the center line thereof and strips and gores within or adjoining the Plots, the air space and development rights pertaining to the Plots and the rights to use such air space and development rights, all

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rights of way, privileges, liberties, tenements, hereditaments, and appurtenances belonging or anywise appertaining thereto, all easements now or hereafter benefiting the Plots, and all royalties and rights appertaining to the use and enjoyment of said Plots, including, without limitation, all alley, vault, drainage, mineral, water, riparian, oil, gas, coal, timber and other similar rights (the Plots, together with such other rights, titles and interests of Mortgagor, are collectively referred to as the "Land");

TOGETHER with the buildings and other improvements now or hereafter erected on the Land (collectively, the "Buildings") (the Land, together with the Buildings, are hereinafter collectively referred to as the "Real Estate");

TOGETHER with the reversion or reversions, remainder or remainders, rents, issues, profits and revenues thereof; and also all the estate, right, title, interest, dower and right of dower, curtesy and right of curtesy, property, possession, claim and demand whatsoever, both in law and equity, of Mortgagor, of, in and to the Real Estate and of, in and to every part and parcel thereof, with the appurtenances, at any time belonging or in any way appertaining thereto;

TOGETHER with all of the fixtures and all appurtenances and additions thereto and substitutions or replacements thereof, currently owned or hereafter acquired by Mortgagor and now or hereafter attached to, or contained in or used or useable in any way in connection (though not attached thereto) with any present or future operation or letting of, the Real Estate or placed on any part thereof (said fixtures and all appurtenances and additions thereto and substitutions or replacements thereof, are hereinafter collectively referred to as the "Fixtures"), including, but without limiting the generality of the foregoing, all heating, electrical, mechanical, lighting, switchboards, lifting, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, incinerating, escalator, elevator, power, fixed loading and unloading equipment and systems, communication systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, pipes, pumps, tanks, conduits, fittings and fixtures of every kind and description, and books and records relating to or employed in any business now or hereafter operated on the Real Estate; and Mortgagor hereby agrees to execute and deliver, from time to time, such further instruments (including, without limitation, financing statements and security agreements), as may be requested by Mortgagee to confirm the lien of this Mortgage on the Fixtures;

TOGETHER with Mortgagor's right, title and interest in, to and under all leases, subleases, underlettings, concession agreements, licenses and other occupancy agreements which now or hereafter may affect the Real Estate or any portion thereof and under any and all guarantees, modifications, renewals and extensions thereof (individually, the "Lease" and collectively, the "Leases"), and in and to any and all deposits made or hereafter made as security under the Leases, subject to the prior legal rights under the Leases of the sublessees making such deposits, together with any and all of the benefits, revenues, income, rents, issues and profits due or to become due or to which Mortgagor is now or hereafter may become entitled arising out of the Leases or the Real Estate or any portion thereof (collectively, the "Rents");

TOGETHER with (a) all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Mortgagor and Mortgagor's interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Mortgaged Property, or any part thereof, into cash or liquidated claims, including, without limiting the generality of the foregoing, proceeds of casualty insurance, fire insurance and any other insurance now or hereafter maintained on the Real Estate and the Fixtures, or in connection with the use or operation thereof, and the right to collect and receive the same (collectively, the "Insurance Proceeds"), and (b) all awards and/or other compensation including the interest payable thereon and the right to collect and receive the same (in the alternative and collectively, "Awards"), heretofore and hereafter made to the present and all subsequent owners of the Real Estate and the Fixtures by any Governmental Authority (hereinafter defined) for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate and/or Fixtures or any easement or other right therein, including, without limiting the generality of the foregoing, Awards for any change or changes of grade or the widening of streets, roads or avenues affecting the Real Estate, in any of the foregoing circumstances described in clauses (a) and (b) above to the extent of the entire amount of the Obligations outstanding as of the date of Mortgagee's receipt of any such Insurance Proceeds or Awards, and which may be secured by this Mortgage as of the date of such receipt, notwithstanding the fact that the amount thereof may not then be due and payable, and to the extent of reasonable attorneys' fees, costs and disbursements, incurred by Mortgagee in connection with the collection of such Insurance Proceeds and/or Awards; and Mortgagor hereby assigns to Mortgagee, and Mortgagee is hereby authorized to collect and receive, such Insurance Proceeds and

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Awards and to give proper receipts and acquittances therefor and to apply the same in accordance with the terms and provisions of Paragraph 8 hereof, notwithstanding the fact that the full amount thereof may not then be due and payable; and Mortgagor hereby agrees, upon demand of Mortgagee, to make, execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment of said Awards to Mortgagee free and clear and discharged of any encumbrances of any kind or any nature whatsoever except Permitted Liens;

TOGETHER with all right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Real Estate and the Fixtures, hereinafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, and all conversions or proceeds of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described herein without any further mortgage, conveyance, assignment or other act by Mortgagee;

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged or intended to be, unto Mortgagee, its successors and assigns for the uses and purposes herein set forth until the entire amount of the Obligations is fully paid, and all of the Obligations shall be fully performed in accordance with the provisions set forth in this Mortgage, the Note and any other loan document, if any, securing the Obligations, then this Mortgage and the estate, interest and rights hereby granted shall cease and become void, but shall otherwise remain in full force and effect.

Mortgagor further represents and warrants to, and covenant and agree with, Mortgagee as follows:

1. Warranty of Title. Mortgagor warrants that Mortgagor has good and marketable fee simple absolute title to the Real Estate and Fixtures, and have the right to mortgage the same in accordance with the provisions set forth in this Mortgage and that this Mortgage is a valid and enforceable first lien on the Mortgaged Property, subject only to the exceptions to title approved by Mortgagee. Mortgagor shall (a) preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same unto Mortgagee against the claims of all and every person or persons, corporation or corporations and parties whomsoever, and (b) make, execute, acknowledge and deliver all such further or other deeds, documents, instruments or assurances and cause to be done all such further acts and things as may at any time hereafter be required by Mortgagee to confirm and fully protect the lien and priority of this Mortgage.

2. Payment and Performance of Obligations. Mortgagor shall pay the Obligations at the times and places and in the manner specified herein and in the Note, and shall perform all the Obligations, in accordance with the provisions therein.

3. Requirements; Proper Care and Use. (a) Subject to the terms and conditions of the Note, Mortgagor promptly shall comply with, or cause to be complied with, all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, restrictions and requirements (collectively, the "Legal Requirements") of every Governmental Authority (hereinafter defined) having jurisdiction over Mortgagor or the Mortgaged Property (and in no case later than twenty (20) days after an order or other form of notice has been issued by such Governmental Authority) or the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or restoration of the Real Estate, without regard to the nature of the work to be done or the cost of performing the same, whether foreseen or unforeseen, ordinary or extraordinary, and shall perform, or cause to be performed, all obligations, agreements, covenants, restrictions and conditions now or hereafter of record which may be applicable to Mortgagor or to the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or restoration of the Real Estate. As used herein, the term "Governmental Authority" shall mean the United States of America, the State in which the Real Estate is located (the "State") or any political subdivision thereof or any city, town, county or municipality in which the Real Estate is located or any agency, department, bureau, board, commission or instrumentality of any of the foregoing now existing or hereafter created.

(b) Mortgagor shall (i) not abandon the Real Estate or any portion thereof, (ii) maintain the Real Estate and Fixtures in good repair, order and condition, reasonable wear and tear excepted (iii) promptly make

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all necessary repairs, renewals, replacements, additions and improvements to the Real Estate and Fixtures, (iv) not commit or suffer waste with respect to the Real Estate and Fixtures, (v) refrain from impairing or diminishing the value or integrity of the Mortgaged Property or the priority or security of the lien of this Mortgage, (vi) not remove, demolish or materially alter any of the Real Estate and Fixtures without the prior written consent of Mortgagee in each instance, except that Mortgagor shall have the right to remove and dispose of, free of the lien of this Mortgage, such Fixtures as may, from time to time, become worn out or obsolete, provided that, simultaneously with or prior to such removal, any such Fixtures shall be replaced with other Fixtures which shall have a value and utility at least equal to that of the replaced Fixtures and which shall be free of any security agreements or other liens or encumbrances of any kind or nature whatsoever, and by such removal and replacement, Mortgagor shall be deemed to have subjected such replacement Fixtures to the lien and priority of this Mortgage, (vii) not make, install or permit to be made or installed, any alterations or additions to the Real Estate if doing so would, in the sole opinion of Mortgagee, impair to any material extent the value of the Mortgaged Property, (viii) not make, suffer or permit any material nuisance to exist on the Real Estate or any portion thereof, and (ix) permit Mortgagee and its agents, at all reasonable times and upon reasonable prior notice, to enter upon the Real Estate for the purpose of inspecting and appraising the Real Estate or any portion thereof.

(c) Mortgagor shall not by any act or omission permit any building or other improvement located on any property which is not subject to the lien of this Mortgage to rely upon the Real Estate or any portion thereof or any interest therein to fulfill any Legal Requirement. If the Real Estate comprises one or more legally subdivided lots, Mortgagor shall not, by any act or omission, impair the integrity of the Real Estate as such lot or lots or initiate or join in any zoning change, private easement or any other modification of the zoning regulating the Real Estate, if such change, easement or other modification would adversely affect the marketability of the Real Estate, the use of the Real Estate or the business operations thereon. Mortgagor shall not, without the prior written consent of Mortgagee, (i) impose any restrictive covenants or encumbrances upon the Real Estate, execute or file any subdivision plat affecting the Real Estate or consent to the annexation of the Real Estate to any municipality, if such covenants, encumbrances, subdivision plat or annexation would adversely affect the marketability of the Real Estate, the use of the Real Estate or the business operations thereon, or (ii) permit or suffer the Real Estate to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this Article 3 shall be null and void.

4. Payment of Impositions. (a) Mortgagor shall pay and discharge all taxes of every kind and nature (including, without limitation, all real and personal property taxes and assessments, income, franchise, withholding, profits and gross receipts taxes), all charges for any easement or agreement maintained for the benefit of any of the Mortgaged Property, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other public charges whether of a like or different nature, foreseen or unforeseen, ordinary or extraordinary, public or private, imposed upon or assessed against Mortgagor or any of the Mortgaged Property (including, without limitation, any of the Mortgaged Property which is affixed to the Land, or used in connection therewith and owned by Mortgagor) and other space beyond the lot line and on or abutting the public sidewalks in front of or adjoining the Real Estate (to the extent that Mortgagor is liable therefor), or arising in respect of the occupancy, use or possession thereof, together with any penalties, late charges or interest on any of the foregoing (all of the foregoing are hereinafter collectively referred to as the "Impositions").

(b) Nothing herein shall affect the right or remedy of Mortgagee under this Mortgage or otherwise, subject to the terms and provisions of Paragraph 4(c), to pay any Imposition without notice or demand to Mortgagor, after the date the same shall have become due and to add to the Obligations the amount so paid, together with interest thereon from the date of such payment until such amount is paid by Mortgagor to Mortgagee at a rate (the "Default Rate") which is equal to **two percentage points (2%)** in excess of the highest interest rate charged under the Note. Any sums paid by Mortgagee in discharge of any Impositions shall be (x) a lien on the Real Estate encumbered hereby prior to any right of title to, interest in, or claim upon the Real Estate subordinate to the lien of this Mortgage, and (y) payable within five (5) business days after written demand to Mortgagor from Mortgagee.

(c) Mortgagor shall have the right to contest the amount or validity, in whole or in part, of any Impositions, or to seek a reduction in the valuation of the Mortgaged Property, or any part thereof, as assessed for real estate or personal property tax purposes, by appropriate proceedings diligently conducted in good faith. Mortgagor may commence such proceedings, however, only after payment of such Impositions, unless such payment would bar any such proceedings or interfere materially and adversely with the prosecution thereof, in

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which event Mortgagor may postpone or defer payment of such Impositions. Upon such postponement or deferral, on Mortgagee's demand, (i) Mortgagor shall provide security, for the duration of such proceedings (including any appeals), in such form and amount as shall, in Mortgagee's reasonable judgment, assure the discharge of Mortgagor's obligations hereunder and of any additional charge, penalty or expense incurred as a result of such proceedings; and (ii) if the Mortgaged Property or any part thereof shall, in Mortgagee's reasonable judgment, be in imminent danger of being forfeited or lost by reason of such postponement or deferral, Mortgagor shall immediately pay or cause to be paid the Impositions.

5. Deposits. Mortgagor, at Mortgagee's option, following a Default, shall deposit with Mortgagee (as defined in the Note) on the first day of each month from and after the date of such Default, an amount equal to one-twelfth (1/12th) of (a) the annual Impositions, and (b) the annual premiums for the insurance required to be provided hereunder with respect to the Real Estate (such premiums for insurance being hereinafter referred to as "Insurance Premiums"). The amount of annual Impositions and Insurance Premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay Impositions and Insurance Premiums when due. From time to time, on demand following a Default, Mortgagor shall pay to Mortgagee additional sums sufficient to permit payment of the next due installments of Impositions and Insurance Premiums, if, and to the extent that, the required monthly deposits thereafter falling due before the respective payment dates would otherwise be insufficient to permit the full payment thereof. Upon any failure of Mortgagor to make any payment of the Obligations when due and payable or to perform any of the Obligations in accordance with the provisions of this Mortgage or the Note and following the giving of any required notice and the expiration of any applicable grace or cure period, Mortgagee may apply the funds deposited with Mortgagee for Impositions or Insurance Premiums to the payment of any of the Obligations or to the performance of any such Obligations. To the extent permitted by law, the sums deposited pursuant to this Article 5 shall bear no interest and may be commingled with other funds of Mortgagee. Subject to the terms and conditions of the two next preceding sentences, upon an assignment of this Mortgage, Mortgagee shall have the right to pay over the entire balance of any sums deposited pursuant to this Article 5 and then in its possession to Mortgagee's assignee, and, upon notice to Mortgagor, Mortgagee shall be completely released from all liability with respect to such sums and Mortgagor shall look solely to Mortgagee's assignee with respect thereto. The foregoing provisions shall apply to every transfer of such deposits to a new assignee. Upon payment of the entire amount of the Obligations and performance of the Obligations in accordance with the provisions of this Mortgage and the Note, or, at the election of Mortgagee, at any prior time, the balance of the deposits then in Mortgagee's possession shall be paid over to the record owner of the Mortgaged Property. Mortgagor, at Mortgagee's request, shall make the aforesaid deposits with such services or financial institution as Mortgagee from time to time shall designate.

6. Discharge of Liens. Subject to the terms and conditions of the Note, Mortgagor at all times shall keep the Mortgaged Property free from the liens of mechanics, laborers, contractors, subcontractors and materialmen and, except for the Permitted Liens and any new or additional mortgages which may be made to Mortgagee, free from any and all other liens, claims, charges or encumbrances of any kind or nature whatsoever. If any such liens, claims, charges or encumbrances shall be recorded, Mortgagor shall forthwith deliver copies thereof to Mortgagee and, within ten (10) days after such recording, Mortgagor shall cause the same to be discharged of record by payment or shall have posted a bond with respect thereto as security in such manner and amount as shall be satisfactory to Mortgagee in Mortgagee's reasonable judgment, or shall cause the same to be discharged of record in such other manner as shall be satisfactory to Mortgagee in Mortgagee's reasonable judgment, and shall exhibit to Mortgagee, upon demand, evidence reasonably satisfactory to Mortgagee, of such discharge.

7. Sale and Lease of Mortgaged Property. Mortgagor shall not at any time, without the prior written consent of Mortgagee in each instance, (a) sell, assign, convey, transfer or alienate, either voluntarily or involuntarily, by operation of law or otherwise, any part of the Mortgaged Property or any interest therein, (b) create, grant, permit or suffer any lien, security interest, claim, charge or encumbrance of any kind or nature whatsoever against the Mortgaged Property or any portion thereof, whether recorded or unrecorded or (c) permit occupancy or possession of any portion of the Mortgaged Property.

8. Insurance. (a) Mortgagor shall provide and keep in full force and effect, or require to be provided and kept in full force and effect, for the benefit of the Mortgagee, as hereinafter provided:

- (i) insurance for the Buildings and the Fixtures (A) against loss or damage by fire, lightning, windstorm, tornado, hail and such other further and additional hazards of whatever kind or nature

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as are now or hereafter may be covered by standard extended coverage "all risk" endorsements (including, but without limiting the generality of the foregoing, and specifically, vandalism, malicious mischief and damage by water) of whatsoever kind, (B) against war risks as, when and to the extent such insurance is obtainable from the United States of America or an agency thereof at commercially reasonable rates, (C) against flood disaster pursuant to the Flood Disaster Protection Act of 1973, 84 Stat. 572, 42 U.S.C. 4001 if the Real Estate is located in an area identified by the United States Department of Housing and Urban Development as a flood hazard area, (D) against loss of rentals, if applicable, and business interruption due to any of the foregoing causes, and (E) when and to the extent required by Mortgagee, against any other risk insured against by persons operating properties similar to the Real Estate and located in the vicinity of the Real Estate or operations similar to the operations conducted at the Real Estate;

(ii) during the course of any construction, renovation or repair of the Building, builder's completed value risk insurance against "all risks of physical loss";

(iii) if a sprinkler system shall be located in the Buildings, sprinkler leakage insurance,

(iv) commercial general liability insurance with respect to the Real Estate and the operations related thereto, whether conducted on or off the Real Estate, against liability for personal injury, including bodily injury and death, and property damage. Such comprehensive public liability insurance shall be on an occurrence basis and shall specifically include, but not be limited to, sprinkler leakage legal liability (if a sprinkler shall be located in the Buildings), water damage legal liability, products liability, motor vehicle liability for all owned and non-owned vehicles, including rented and leased vehicles, and contractual indemnification;

(v) contingent liability insurance in connection with any loss arising from the fact or claim that any Building is or is deemed to be a non-conforming use or property; and

(vi) such other insurance in such amounts as may from time to time be required by Mortgagee against such other insurable hazards as at the time are commonly insured against in the case of properties similar to the Real Estate and located in the vicinity of the Real Estate or operations similar to the operations conducted at the Real Estate.

All insurance provided hereunder shall be in such form and in such amounts as, from time to time, shall be reasonably acceptable to Mortgagee, shall name Mortgagee as an additional insured, shall provide for loss payable to Mortgagee pursuant to a standard New York "non-contributory mortgagee" endorsement acceptable to Mortgagee, shall be provided by insurance companies, and otherwise shall be, acceptable to Mortgagee in Mortgagee's reasonable discretion. Anything contained herein to the contrary notwithstanding, in no event shall the insurance provided under clause (v) of Paragraph 8(a)(i) hereof or under Paragraph 8(a)(i) hereof be in an amount which is less than One Hundred Percent (100%) of the full replacement cost of the Buildings and the Fixtures, including the cost of debris removal, but excluding the value of foundations and excavations, as determined from time to time by Mortgagee. Every policy of insurance referred to in this Paragraph 8(a) shall contain an agreement by the insurer that it will not cancel such policy except after thirty (30) days' prior written notice to Mortgagee and that any loss payable thereunder shall be payable notwithstanding any act or negligence of Mortgagor or Mortgagee which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment and notwithstanding (A) occupancy or use of the Mortgaged Property for purposes more hazardous than permitted by the terms of such policy, (B) any foreclosure or other action or proceeding taken by Mortgagee pursuant to this Mortgage upon the happening of a Default (hereinafter defined) or (C) any change in title or ownership of the Mortgaged Property. Mortgagor shall, at the request of Mortgagee, assign and deliver to Mortgagee certified copies of all such policies of insurance, or duplicate originals thereof and a certificate of insurance from the insurer as collateral and further security for payment of the Obligations and performance of the Obligations. If any insurance required to be provided hereunder shall expire, be withdrawn, become void by breach of any condition thereof by Mortgagor or by any lessee of the Real Estate or any portion thereof, or become void or questionable by reason of the failure or impairment of the capital of any insurer, or if for any other reason whatsoever any such insurance shall become unsatisfactory to Mortgagee, Mortgagor immediately shall obtain new or additional insurance which shall be satisfactory to Mortgagee in Mortgagee's reasonable discretion. Mortgagor shall not take out any separate or

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additional insurance which is contributing in the event of loss unless it is properly endorsed and otherwise reasonably satisfactory to Mortgagee in all respects.

(b) Mortgagor shall (i) pay as they become due all premiums for the insurance required hereunder, and (ii) not later than thirty (30) days prior to the expiration of each such policy, deliver a renewal policy or a duplicate original thereof and a certificate of insurance certified to Mortgagee by the insurer as being a true copy evidencing the insurance required to be provided hereunder, marked "premium paid", or accompanied by such other evidence of payment as shall be reasonably satisfactory to Mortgagee in Mortgagee's sole discretion.

(c) If Mortgagor shall be in default of its obligation to so insure or deliver any such prepaid policy or policies of insurance to Mortgagee in accordance with the provisions hereof, Mortgagee, at Mortgagee's option and without notice, may effect such insurance from year to year, and pay the premium or premiums therefor, and, in such event, the amount of all such premium or premiums (i) shall be deemed to be Obligations, (ii) shall be a lien on the Mortgaged Property prior to any right or title to, or interest in, or claim upon, the Mortgaged Property subordinate to the lien of this Mortgage and (iii) shall be immediately due and payable, on demand, together with interest thereon at the Default Rate, from the date of any such payment by Mortgagee to the date of repayment to Mortgagee. Pursuant to 215 ILCS 180/10, such insurance may, but need not, protect Mortgagor's interests, and Mortgagee shall be under no obligation to so protect Mortgagor's interests. The insurance coverage that Mortgagee purchases on behalf of Mortgagor may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Real Estate. Mortgagor may later cancel any insurance coverage purchased by Mortgagee, but only after providing Mortgagee with evidence that insurance coverage has been obtained as required by this Mortgage. In the event Mortgagee purchases all or any portion of the insurance coverage for the Real Estate or as otherwise required hereunder, Mortgagor will be responsible for all costs and expenses of such insurance coverage, including, but not limited to, interest and any other charges imposed by Mortgagee in connection with the purchase of the insurance coverage, until the effective date of the cancellation or expiration of the insurance coverage. Mortgagor acknowledges that the cost of the insurance coverage purchased by Mortgagee pursuant hereto may be more than the cost of insurance Mortgagor may be able to obtain on their own.

(d) Mortgagor shall increase the amount of insurance required to be provided pursuant to the provisions of clause (v) of Paragraph 8(a)(i) hereof and Paragraph 8(a)(ii) hereof at the time that each such policy of insurance is renewed (but, in no event, less frequently than once during each twelve (12) month period) in order to insure the Buildings and the Fixtures for 100% of the full replacement cost thereof.

(e) Mortgagor promptly shall comply with, and shall cause the Buildings and the Fixtures to comply with, (i) all of the provisions of each such insurance policy, and (ii) all of the requirements of the insurers thereunder applicable to Mortgagor or to any of the Buildings or the Fixtures or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or restoration of any of the Buildings or the Fixtures, even if such compliance would necessitate structural changes or improvements. If Mortgagor shall use the Real Estate or any portion thereof in any manner which would permit the insurer to cancel any insurance required to be provided hereunder, Mortgagor immediately shall obtain a substitute policy which shall be reasonably satisfactory to Mortgagee and which shall be effective on or prior to the date on which any such other insurance policy shall be canceled.

(f) Mortgagor shall give prompt notice to Mortgagee of any casualty ordinary or extraordinary, foreseen or unforeseen (including any casualty for which insurance was not obtainable), resulting in damage to or destruction of the Mortgaged Property or any part thereof. Except as may be otherwise provided in the Note, all Insurance Proceeds shall be paid over to Mortgagee, and Mortgagee may, in Mortgagee's sole discretion, elect to (i) apply the Insurance Proceeds (after deduction of Mortgagee's reasonable costs and expenses, if any, in collecting the same) in reduction of the Obligations in such order and manner as Mortgagee may elect, whether due or not, or (ii) make the proceeds available for the restoration or repair of the Mortgaged Property. Mortgagor shall promptly, whether or not the Insurance Proceeds are made available to it, and whether or not the Insurance Proceeds shall be sufficient for the purpose, commence and diligently continue to restore, repair and rebuild the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

(g) The insurance required by this Mortgage may be effected by blanket and/or umbrella policies issued to Mortgagor covering the Buildings and the Fixtures as well as other properties (real and personal) which are owned or leased by Mortgagor, provided that, in each case, the policies otherwise comply with the

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provisions of this Mortgage and allocate to the Buildings and the Fixtures, from time to time, the coverage specified by Mortgagee, without possibility of reduction or coinsurance by reason of, or damage to, any other property (real or personal) named therein. If the insurance required by this Mortgage shall be effected by any such blanket or umbrella policies, Mortgagor shall furnish to Mortgagee original policies or duplicate originals thereof, with schedules attached thereto showing the amount of the insurance provided under such policies which is applicable to the Buildings and the Fixtures.

(h) Any transfer of the Mortgaged Property, in accordance with the provisions hereof, including a transfer by foreclosure or deed in lieu of foreclosure, shall transfer therewith all of Mortgagor's interest in all insurance policies then covering the Buildings and the Fixtures or the operations conducted at the Real Estate, including, but without limiting the generality of the foregoing, any unearned premiums.

9. Condemnation. (a) Upon receipt of notice of the institution of any proceeding or negotiations for the taking of the Mortgaged Property, or any part thereof, whether for permanent or temporary use and occupancy in condemnation or by the exercise of the power of eminent domain or by agreement of interested parties in lieu of such condemnation (all the foregoing herein called a "Taking") Mortgagor shall promptly notify Mortgagee and shall keep Mortgagee currently advised, in detail, as to the status of such proceedings or negotiations and shall promptly provide Mortgagee with copies of all notices, pleadings, judgments, determinations and other papers received or delivered by Mortgagor therein. Mortgagee shall have the right to appear and participate therein and may be represented by counsel of its choice. Mortgagor will not, without Mortgagee's consent, enter into any agreement for a Taking with anyone authorized to acquire the same by eminent domain or in condemnation.

(b) In the event of any Taking, the Award or other compensation is hereby assigned and, except as may be otherwise provided in the Note, shall be paid to Mortgagee, who shall be under no obligation to question the amount thereof and may accept the same in the amount in which it shall be paid. Mortgagee may, in Mortgagee's sole discretion, elect to (i) apply the net proceeds of any Award (after deduction of Mortgagee's reasonable costs and expenses, if any, in collecting same) in reduction of the Obligations in such order and manner as Mortgagee may elect, whether due or not, or (ii) make the proceeds available for the restoration or repair of the Mortgaged Property. Mortgagor shall promptly, whether or not the Award is made available to it, and whether or not the Award shall be sufficient for the purpose, commence and diligently continue to restore such remaining portion as nearly as possible to a complete and economically viable whole of the same character and condition as existed immediately prior to such Taking.

10. Assignment of Leases and Rents. (a) Mortgagor has no right or power, as against Mortgagee, without the prior written consent of Mortgagee (i) to enter into any Leases or to modify, amend, cancel, extend, renew, accept for surrender or otherwise change in any manner any of the terms, covenants or conditions of any Leases, (ii) to consent to any assignment of any Lease or any letting of the portion of the Real Estate subject to any Lease, or (iii) to assign, mortgage or otherwise encumber any of the Leases or any of the Rents due or to become due thereunder or to which Mortgagee may now or hereafter become entitled, or (iv) to accept prepayments of installments of rent for more than thirty (30) days in advance of the term when the same shall become due or to anticipate the rents thereunder, except for security deposits not in excess of one (1) month's rent. Mortgagor shall notify Mortgagee not later than six (6) months prior to the date of the expiration of the term of any Lease of its intention either to renew or extend or not renew or extend any such Lease and if Mortgagor shall intend to renew or extend the Lease, the terms and conditions of any such renewal or extension Lease.

(b) All Leases entered into by Mortgagor on or after the date hereof, if any, shall be made expressly subject and subordinate to this Mortgage. In the event of the enforcement by Mortgagee of any remedy under this Mortgage, the lessee under each subordinate Lease shall, at Mortgagee's request, attorn to Mortgagee or to any other person succeeding to the interest of Mortgagee as a result of such enforcement and shall recognize Mortgagee or such successors in interest as lessor under such Lease without change in the provision thereof; provided, however, that Mortgagee or such successor in interest shall not be bound by (i) any payment of an installment of rent or additional rent which may have been made more than fifteen (15) days before the due date of such installment under, or (ii) any amendment or other modification to, such Lease made without the written consent of Mortgagee or such successor in interest. Each lessee under a subordinate Lease, upon request by Mortgagee or such successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

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(c) Mortgagor hereby assigns to Mortgagee, from and after the date hereof (including any period allowed by law for redemption after any foreclosure or other sale), primarily, on a parity with the Mortgaged Property, and not secondarily, as further security for the payment and the performance of the Obligations, the Leases and the Rents. Nothing contained in this Article 10 shall be construed to bind Mortgagee to the performance of any of the terms, covenants, conditions or agreements contained in any Lease or otherwise impose any obligation on Mortgagee (including, but without limiting the generality of the foregoing, any liability under the covenants of quiet enjoyment contained in any Lease in the event that any lessee shall have been joined as a party defendant in any action to foreclose this Mortgage or shall have been barred and foreclosed of any or all right, title and interest and equity of redemption in the Mortgaged Property), except that Mortgagee shall be accountable for any money actually received pursuant to the aforesaid assignment. Mortgagor hereby further grants to Mortgagee the right (but not the obligation), as long as there shall have occurred and be continuing any Default, (i) to enter upon and take possession of the Real Estate for the purpose of collecting the Rent, (ii) to dispossess by the usual summary proceedings any lessee defaulting in making any payment due under any Lease to Mortgagee or defaulting in the performance of any of its other obligations under this Lease, (iii) to let the Real Estate or any portion thereof, (iv) to apply the Rents on account of the Obligations, and (v) to perform such other acts as Mortgagee is entitled to perform pursuant to this Article 10. Such assignment and grant shall continue in effect until the entire amount of the Obligations shall be paid in full and all of the Obligations shall be fully performed in accordance with this Mortgage and the Note, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Real Estate by Mortgagee pursuant to such grant, whether an action to foreclose this Mortgage has been instituted or not and without applying for a receiver. Mortgagee, however, grants to Mortgagor, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor and Mortgagor's successors and not to any lessee or other person, a license to collect all of the Rents and to retain, use and enjoy the same, as long as there shall not have occurred and be continuing a Default hereunder.

(d) Mortgagor shall receive the Rents as set forth in Paragraph 10(c) hereof and shall hold the Rents as a fund to be applied first to the payment of Impositions and then to the payment of the Obligations and, thereafter, to the payment of Insurance Premiums for policies required to be provided hereunder before using any part of the total of the same for any other purpose.

(e) Upon notice and demand, Mortgagor shall, from time to time, execute, acknowledge and deliver to Mortgagee, or shall cause to be executed, acknowledged and delivered to Mortgagee, in form reasonably satisfactory to Mortgagee, one or more separate assignments (confirmatory of the general assignment provided in this Article 10) of the lessor's interest in any Lease. Mortgagor shall pay to Mortgagee the reasonable expenses incurred by Mortgagee in connection with the preparation and recording of any such instrument.

11. Further Assurances/Estoppel Certificates. (a) Mortgagor shall do, execute, acknowledge and deliver, at the sole cost and expense of Mortgagor, all and every such further acts, deeds, conveyances, mortgages, assignments, estoppel certificates, notices of assignment, transfers and assurances as Mortgagee may reasonably require from time to time in order to better assure, convey, assign, transfer and confirm unto Mortgagee, the rights intended to be granted to Mortgagee under this Mortgage, any other instrument executed in connection with this Mortgage or any other instrument under which Mortgagor may be or may hereafter become bound to convey, mortgage or assign to Mortgagee. To the extent permitted by law, Mortgagor hereby appoints Mortgagee, effective upon a Default hereunder, its attorney-in-fact to execute, acknowledge and deliver for and in the name of Mortgagor any and all of the instruments mentioned in this Paragraph (a), which Mortgagor fails to execute, acknowledge and/or deliver within ten (10) business days after request therefor is made by Mortgagee, and this power, being coupled with an interest, shall be irrevocable as long as any part of the Indebtedness remains unpaid.

(b) Mortgagor, within five (5) business days after request, shall deliver, in form satisfactory to Mortgagee in their sole discretion, a written statement, duly executed and acknowledged, setting forth the then outstanding amount of the Obligations, and whether any offsets, claims, counterclaims or defenses exist against the Obligations secured by this Mortgage, and if any are alleged to exist, the nature thereof shall be set forth in detail.

12. Mortgagor's Existence. Mortgagor shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the State and its right to own property and transact business in such State.

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13. Defaults. (a) The occurrence of any one or more of the following events shall constitute a default (a "Default") by Mortgagor hereunder:

(i) the occurrence of any Default under the Note, or

(ii) to the extent not otherwise specifically addressed in clause (i) above, any default by Mortgagor in the due observance or performance of any of the terms, covenants or provisions contained in this Mortgage, which default continues for more than thirty (30) days after notice of such default, given by Mortgagee to Mortgagor; provided, however, that if such default (x) is not of a monetary nature, (y) cannot with the exercise of reasonable diligence be cured within such period of time, and (z) shall not, if uncured, result in the deterioration of the Mortgaged Property then there shall not be a Default by reason thereof if Mortgagor shall have commenced the cure of said default within such period of time, and, thereafter, shall diligently continue to pursue curing such default.

14. Remedies. (a) Upon the occurrence of any Default hereunder, Mortgagee may take such action (to the extent permitted by applicable law), without notice, presentment, demand or protest, all of which are hereby expressly waived by Mortgagor to the extent permitted by applicable law, as Mortgagee deems advisable, in its sole discretion, to protect and enforce its rights against Mortgagor in and to the Mortgaged Property, including, without limitation, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee at law, in equity, hereunder, or under the Note:

(i) Mortgagee may (A) institute and maintain an action of mortgage foreclosure against any of the Mortgaged Property, (B) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Property, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor, (C) institute and maintain an action on the Note, (D) sell for cash or upon credit all or part of the Mortgaged Property and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise (to the extent permitted by law), at one or more sales, in its entirety or in portions, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien on the remaining (unsold) portion of the Mortgaged Property, or (E) take such other action at law or in equity for the enforcement of the Note or this Mortgage as may be permitted under applicable law. Without limitation in the foregoing, in addition to any other rights or remedies available to Mortgagee hereunder or under law, Mortgagee shall have all powers, rights and duties as provided in Sections 15-1701, 15-1702 and 15-1703 of the Act (as hereinafter defined). Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due under subparagraph (i) of this Paragraph 14(a), together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment.

(ii) Mortgagee may, without releasing Mortgagor from any obligation hereunder or under the Note or under any Lease, and without waiving any Default: (A) collect any or all of the Rents, including any Rents past due and unpaid, (B) perform any obligation or exercise any right or remedy of Mortgagor under any Lease, or (C) enforce any obligation of any lessee of any of the Mortgaged Property. Mortgagee shall not be obligated to do any of the foregoing, even if Mortgagee may have performed any obligation or exercised any remedy of Mortgagor, as lessor, or enforced any obligation of a lessee. Mortgagee may exercise any right under this Paragraph 14(a)(ii) whether or not Mortgagee shall have entered into possession of any of the Mortgaged Property; and nothing herein contained shall be construed as constituting any Mortgagee or Mortgagee as a "mortgagee in possession", unless Mortgagee shall have entered into and shall remain in actual possession of the Mortgaged Property. Mortgagor hereby authorizes and instructs each and every present and future lessee of any of the Mortgaged Property to pay all Rents directly to Mortgagee or to Mortgagee and to perform all other obligations of that lessee for the direct benefit of Mortgagee, as if Mortgagee were the lessor under the lease with that lessee with an interest therein, immediately upon receipt of a demand by Mortgagee to make such payment or perform such obligations. No lessee shall have any responsibility to ascertain whether such demand is permitted

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hereunder or whether a Default shall have occurred; Mortgagor hereby waives any right, claim or demand they may now or hereafter have against any such lessee by reason of such payment of Rents or performance of obligations to, or for the benefit of, Mortgagee; and any such payment or performance to Mortgagee shall discharge the obligations of the lessee under the provisions of its Lease to make such payment or performance to Mortgagor. Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from any and all liability under any Lease and from any and all claims and demands which may be asserted against Mortgagee by reason of any alleged obligations of Mortgagee or Mortgagor to perform any provision of any Lease.

(iii) Mortgagee may, without releasing Mortgagor from any obligation under the Note or under any Lease, and without waiving any Default, enter upon and take possession of any of the Mortgaged Property, either personally or by its agents, nominees or attorneys, and dispossess Mortgagor and its agents and servants therefrom, and thereupon Mortgagee may (A) use, manage and operate any of the Mortgaged Property, (B) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, either in the name of Mortgagor or otherwise, including, without limitation, the rights to make, cancel, enforce or modify Leases, (C) obtain and evict lessees, establish or change the amount of any Rents and the manner of collection thereof, and (D) perform any acts which Mortgagee deems reasonably proper to protect the security of this Mortgage or perform any of those acts set forth in Section 15 hereof. This Mortgage secures, and Mortgagee may apply the Rents received by Mortgagee to the payment of, all costs and expenses of operation and management of the Mortgaged Property incurred by Mortgagee, including, without limitation, reasonable attorneys' fees and disbursements, administration expenses, management fees and brokers' commissions, liens on any of the Mortgaged Property, Impositions, claims, Insurance Premiums, other carrying charges, invoices of persons who have supplied goods and services to or for the benefit of any of the Mortgaged Property, costs and expenses of maintenance, repair, restoration, alteration or improvement of any of the Mortgaged Property, or the Obligations, in such order and amounts as Mortgagee, in its sole discretion, may elect. Mortgagee may, in its reasonable discretion, determine the method by which, and the extent to which, the Rents will be collected and obligations of lessees enforced and Mortgagee may waive or fail to enforce any right or remedy of the lessor under a Lease without affecting any of its other rights thereunder. Mortgagor shall not be accountable for any Rents or other sums it does not actually receive. Mortgagor hereby appoints Mortgagee as their attorney-in-fact to perform all acts which Mortgagor is required or permitted to perform under any and all Leases following a Default, which appointment is coupled with an interest and is irrevocable as long as this Mortgage shall remain a lien upon the Real Estate.

(iv) Mortgagee may disaffirm and cancel any Lease which is subject and subordinate to this Mortgage at any time before the expiration of one hundred eighty (180) days after Mortgagee acquires legal title to the Mortgaged Property by any transfer pursuant to the exercise of a remedy hereunder or otherwise, even though Mortgagee shall have enforced such Lease collected Rents thereunder or taken any action that might be deemed by law to constitute an affirmation of the Lease. Such disaffirmance shall be made by notice addressed to the lessee in the manner in which lessee's Lease requires notices to be given, and if no specific manner is set forth in such Lease, then at the Real Estate or, at Mortgagee's option, such other address of the lessee as may be provided in that lessee's Lease.

(v) Mortgagee may take possession of any of the Mortgaged Property and may sell such Mortgaged Property, or portion thereof, pursuant to the applicable provisions of the Uniform Commercial Code for the State and exercise such other rights and remedies with respect to such property as may be provided by said Code.

All references in this Paragraph 14(a) to Leases shall include all Leases, whether superior or subordinate to this Mortgage, except as otherwise provided herein.

(b) To the extent now or hereafter permitted by law, if Mortgagee elects to cause the Mortgaged Property or any portion thereof to be sold, the same shall be sold in accordance with the following:

(i) Mortgagee may cause any such sale or other disposition to be conducted immediately or, if any grace period is provided herein in respect of such Default (giving rise to Mortgagee's right to elect to cause such sale) immediately following the expiration of the applicable grace

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period (or immediately upon the expiration of any redemption or reinstatement period or notice or publication period required by law and not waiveable by Mortgagor) or Mortgagee may delay any such sale or other disposition for such period of time as Mortgagee deems to be in its best interest. Should Mortgagee desire that more than one such sale or other disposition be conducted, Mortgagee may, at its option, cause such sales to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order, as Mortgagee may deem to be in its best interest.

(ii) Upon Mortgagee's election to sell the Mortgaged Property, the Real Estate or any portion thereof, Mortgagee shall give such notice of Default and election to sell as then may be required by law. Thereafter, upon the expiration of such time and the giving of such notice of the time, terms and place of sale (together with such description of the property to be sold) as then may be required by law, and without the necessity of any demand on Mortgagor, Mortgagee may sell the Mortgaged Property, the Real Estate or the portion thereof so selected by Mortgagee at public auction to the highest bidder for cash in lawful money of the United States of America or credit between the hours of 10:00 A.M. and 4:00 P.M. on the Mortgaged Property. If Mortgagee is the highest bidder, Mortgagee may credit the portion of the purchase price that would be distributable to Mortgagee against part of the Obligations in lieu of paying cash. Mortgagee may, from time to time, postpone the sale of all or any portion of the Mortgaged Property, the Real Estate (or such portion thereof) by public announcement thereof at the time and place noticed therefor or by such other notice as shall be required by law. Mortgagee, from time to time, also may rescind any such notice of Default and notice of its election to sell the Mortgaged Property, the Real Estate (or such portion thereof). The exercise by Mortgagee of such right of postponement or rescission shall not constitute a waiver of any Default then existing or subsequently occurring nor impair the right of Mortgagee to give notice of Default and notice of its election to sell the Mortgaged Property, the Real Estate (or such portion thereof) nor otherwise affect any provision of this Mortgage, or the Note.

(iii) Upon the completion of any sale or sales made by Mortgagee under or by virtue of this Article 14, Mortgagee, or an officer of any court empowered so to do, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Mortgagee is hereby appointed Mortgagor's attorney-in-fact, which appointment is coupled with an interest and is irrevocable as long as this Mortgage shall remain a lien upon the Real Estate, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property (or any portion thereof) and rights so sold and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that their said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Article 14, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor.

(iv) To the extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof. The foregoing waiver of the right to redemption is made pursuant to Section 15-1601 of the Act (as hereinafter defined).

(v) Anything contained in this Mortgage to the contrary notwithstanding, in the event of any sale made under or by virtue of this Article 14 (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or a judgment or decree of foreclosure and sale) the entire Obligations, if not previously due and payable, immediately thereupon shall become due and payable.

(vi) Upon any sale made under or by virtue of this Article 14 (whether made under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make

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settlement for the purchase price by crediting against the sales price the Obligations and the expenses of the sale, and the costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage.

(vii) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any property of the Mortgagor shall affect in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of each Mortgagee shall continue unimpaired as before.

(viii) In the event of a sale or other disposition of the Mortgaged Property or any portion thereof and the execution of a deed or other conveyance pursuant thereto, the recitals therein of facts such as the Default hereunder, the giving of notice of such Default and notice of sale, demand that such sale should be made, postponement of such sale, the terms of sale, the sale, the purchase, payment of purchase money and other facts affecting the regularity or validity of such sale or disposition shall be conclusive proof of the truth of such facts and any such deed or conveyance shall be conclusive against all persons as to all matters and facts recited therein.

(ix) Mortgagee shall receive the proceeds of any such sale and shall apply the proceeds of the sale for the benefit of Mortgagee.

(c) Mortgagor shall bear all expenses, including without limitation, reasonable attorneys' fees, costs and disbursements, of or incidental to, enforcement of any provision of this Mortgage or the Obligations and for the compromise, curing, defending or asserting any provision, right or claim with respect thereto, by litigation or otherwise.

(d) The remedies and rights granted to Mortgagee hereunder are cumulative and are not in lieu of but are in addition to, and shall not be affected by the exercise of, any other remedy or right available to Mortgagee, now or hereafter existing at law or in equity or hereunder or under the Note.

(e) Mortgagor shall indemnify and hold Mortgagee harmless and defend it from any loss, liability, cost and expense (including without limitation, reasonable attorneys' fees and disbursements) and all claims, actions, proceedings and suits arising out of, or in connection with any lawful action by Mortgagee to enforce this Mortgage, whether or not any action, proceeding or suit is filed.

15. **Mortgagee's Right to Perform.** In the event of a Default with respect to the performance of any of the covenants or agreements of Mortgagor contained herein, Mortgagee, without waiving or releasing Mortgagor from any obligation or Default under this Mortgage, may, at any time (but shall be under no obligation to), perform the same, and the cost thereof, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, costs and disbursements incurred in connection therewith, with interest at the Default Rate, shall be deemed to be Obligations and shall immediately be due from Mortgagor to Mortgagee, and the same shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in or claim upon the Mortgaged Property, subordinate to the lien of this Mortgage. No payment or advance of money by Mortgagee pursuant to the provisions of this Article 15 shall be deemed or construed to cure Mortgagor's Default or waive any right or remedy of Mortgagee provided for hereunder or otherwise.

16. **Mortgagee's Costs and Expenses.** In the event of a Default or the exercise by Mortgagee of any of its rights hereunder, or if any action or proceeding shall be commenced, to which action or proceeding Mortgagee is or becomes a party and in which it becomes necessary to defend or uphold the lien or priority of this Mortgage or the rights thereunder, or if the taking, holding or servicing of this Mortgage by Mortgagee subjects Mortgagee to any civil or criminal fine or penalty, or if Mortgagee's review and approval of any document, including a Lease, is requested by Mortgagor or required by Mortgagee, all costs, expenses and fees incurred by Mortgagee in connection therewith (including, without limitation, any civil or criminal fines or penalties and reasonable attorneys' fees, costs and disbursements) shall, on notice and demand, be paid by Mortgagor and shall be a lien on the Mortgaged Property prior to any right or title to, interest in, or claim upon, the Mortgaged Property and shall be secured by this Mortgage. In any action to foreclose this Mortgage, or to recover or collect the Obligations, the provisions of this Article 16 with respect to the recovery of costs, expenses, disbursements and allowances shall prevail unaffected by

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the provisions of any Legal Requirement with respect to the same, to the extent that the provisions of this Article 16 are not inconsistent therewith or violative thereof.

17. Security Agreement under Uniform Commercial Code. (a) Mortgagor hereby grants to Mortgagee a security interest in all of the Mortgaged Property (including, without limitation, the Fixtures) and Mortgagee shall have, in addition to all rights and remedies provided herein, and in any other agreements made between Mortgagor and Mortgagee, as amended, modified or restated from time to time, all of the rights and remedies of a "secured creditor" under said Uniform Commercial Code. To the extent permitted under applicable law, this Mortgage shall be deemed to be a "security agreement" (as defined in said Uniform Commercial Code).

(b) Notwithstanding the filing of a financing statement covering any of the Mortgaged Property in the records normally pertaining to personal property, all of the Mortgaged Property, for all purposes and in all proceedings, legal or equitable, shall be regarded, at Mortgagee's option (to the extent permitted by law), as part of the Real Estate whether or not any such item is physically attached to the Real Estate or serial numbers are used for the better identification of certain items. The mention in any such financing statement of any item of the Mortgaged Property shall not be construed as in any way derogating from or impairing this declaration and hereby stated intention of the parties. Pursuant to the provisions of the Uniform Commercial Code, Mortgagor hereby authorizes Mortgagee, without the signature of Mortgagor, to execute and file financing and continuation statements if Mortgagee shall determine in Mortgagee's sole discretion, that such are necessary or advisable in order to perfect Mortgagee's security interest in the Mortgaged Property and Fixtures covered by this Mortgage, and Mortgagor shall pay to Mortgagee, upon demand, any reasonable expenses incurred by Mortgagee in connection with the preparation, execution, and filing of such statements that may be filed by Mortgagee.

(c) This instrument, upon recordation in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of the Code, which shall be deemed a continuous, perfected fixture filing pursuant to the Code.

18. No Waiver by Mortgagee. (a) Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor; Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the Obligations secured by this Mortgage without, as to the remainder of the security, in anywise impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Mortgagee may resort for the payment of the Obligations secured by this Mortgage to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

(b) Mortgagor agrees, that in the event that the Mortgaged Property is sold and Mortgagee enters into any agreement with the then owner of the Mortgaged Property extending the time of payment of the Obligations, or otherwise modifying the terms hereof, Mortgagor shall continue to be liable for the Obligations and any acts done by it unless expressly released and discharged in writing by Mortgagee.

(c) No waiver by Mortgagee will be effective unless it is in writing and then only to the extent specifically stated. Without limiting the generality of the foregoing, any payment made by Mortgagee for Insurance Premiums, Impositions or any other charges affecting the Real Estate, shall not constitute a waiver of Mortgagor's default in making such payments and shall not obligate Mortgagee to make any further payments.

19. Waivers by Mortgagor. To the extent permitted by law:

(a) Mortgagor hereby expressly waives all benefit of any present or future statute of limitations or moratorium law or any other present or future law, regulation or judicial decision, nor shall Mortgagor at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of such statute, law, regulation or judicial decision which (i) provides for the valuation or appraisal of the Mortgaged Property prior to any sale or sales thereof which may be made pursuant to any provision herein or pursuant to any decree, judgment or order of any court of competent jurisdiction; (ii) exempts any of the Mortgaged Property or any other property, real or personal, or any part of the proceeds arising from any sale thereof from attachment, levy or sale under

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execution; (iii) provides for any stay of execution, moratorium, marshalling of assets, exemption from civil process, redemption, extension of time for payment or valuation or appraisal of any of the Mortgaged Property; (iv) requires Mortgagee to institute proceedings in mortgage foreclosure against the Mortgaged Property before exercising any other remedy afforded Mortgagee hereunder in the event of a Default; (v) affects any of the terms, covenants, conditions or provisions of this Mortgage; or (vi) conflicts with or may affect, adverse to Mortgagee, any provision, covenant or term of this Mortgage or the Note, nor shall Mortgagor at any time after any sale or sales of the Mortgaged Property pursuant to any provision herein, including, but without limiting the generality of the foregoing, after any sale pursuant to a judgment of foreclosure, claim or exercise any right under any present or future statute, law, stay, moratorium, regulation or judicial decision to redeem the Mortgaged Property or the portion thereof so sold.

(b) Mortgagor hereby waives the right, if any, to require any sale to be made in parcels, or the right, if any, to select parcels to be sold, and there shall be no requirement for marshalling of assets.

(c) MORTGAGOR AND MORTGAGEE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY.

20. Failure to Consent. If Mortgagor shall seek the approval by, or the consent of, Mortgagee hereunder and Mortgagee shall fail or refuse to give such consent or approval, Mortgagor shall not be entitled to any damages for any withholding or delay of such consent by Mortgagee, it being intended that Mortgagor's sole remedy shall be to bring an action for an injunction or specific performance, which remedy of an injunction or specific performance shall be available only in those cases in which Mortgagee has expressly agreed hereunder or under the Note not to unreasonably withhold, delay or condition its consent or approval.

21. No Joint Venture or Partnership. Mortgagor and Mortgagee intend that the relationship created hereunder be solely that of mortgagor and mortgagee or borrower and lender, as the case may be. Nothing herein is intended to create a joint venture, partnership, tenancy-in-common, or joint tenancy relationship between Mortgagor and Mortgagee nor to grant Mortgagee any interest in the Mortgaged Property other than that of mortgagee or lender.

22. Notices. Any notice which any party hereto may be required or may desire to give hereunder shall be given to each party hereunder and shall be deemed to have been given if in writing and if delivered personally, or if mailed, postage prepaid, by United States registered or certified mail, return receipt requested, or if delivered by a responsible overnight courier, addressed:

in the case of Mortgagor to:

B & J Wire, Inc.
c/o Veronica Soltysiak, President
1919 S. Fairfield
Chicago, Illinois 60608

in the case of Mortgagee to:

Josephine Soltysiak, Trustee
Josephine Soltysiak Revocable Trust
dated June 3, 1987
827 Carillon Drive
Bartlett, Illinois 60103

With a copy to:

Vedder Price P.C.
222 North LaSalle Street
Suite 2500
Chicago, Illinois 60601-1003
Attn: Pearl A. Zager

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or to such other address or addresses as the party to be given notice may have furnished in writing to the party seeking or desiring to give notice, as a place for the giving of notice, provided that no change in address shall be effective until seven (7) days after being given to the other party in the manner provided for above. Any notice given in accordance with the foregoing shall be deemed given when delivered personally or, if mailed, three (3) business days after it shall have been deposited in the United States mails as aforesaid or, if sent by overnight courier, the business day following the date of delivery to such courier.

23. Taxes on Mortgage. Mortgagor promptly shall pay all taxes, assessments, fees and impositions upon this Mortgage or the Note, the Obligations, the interest of Mortgagee in the Mortgaged Property, or upon Mortgagee by reason of or as holder of any of the foregoing (excepting therefrom any income tax on payments of interest made under the Note) and shall in all respects fully comply with the provisions of the Note.

24. No Modification; Binding Obligations. This Mortgage may not be modified, amended, discharged or waived in whole or in part except by an agreement in writing signed by Mortgagee and Mortgagor. The covenants of this Mortgage shall run with the land and bind Mortgagor, and the successors and assigns of Mortgagor, individually and jointly and severally, and all present and subsequent encumbrances, lessees and sublessees of any of the Mortgaged Property, and shall inure to the ratable benefit of each Mortgagee and its respective successors, assigns and endorsees.

25. Miscellaneous. (a) The headings in this Mortgage are used only for convenience in finding the subject matters and are not part of this Mortgage or to be used in determining the intent of the parties or otherwise interpreting this Mortgage. As used in this Mortgage, the singular shall include the plural as the context requires and the following words and phrases shall have the following meanings: (i) "including" shall mean "including but not limited to"; (ii) "provisions" shall mean "provisions, terms, covenants and/or conditions"; (iii) "lien" shall mean "lien, charge, encumbrance, security interest, mortgage and/or deed of trust"; (iv) "obligation" shall mean "obligation, duty, covenant and/or condition"; (v) "any of the Mortgaged Property" shall mean "the Mortgaged Property or any part thereof or interest therein"; and (vi) "hereof," "hereunder," "herein" and words of similar import, without reference to any particular Article or paragraph, shall be deemed to refer to this Mortgage as a whole rather than to any particular Article or paragraph of this Mortgage. Any act which Mortgagee is permitted to perform under the Note or this Mortgage may be performed at any time and from time to time by Mortgagee or any person or entity designated by Mortgagee. Any act which is prohibited to Mortgagor under the Note or this Mortgage is also prohibited to all lessees of any of the Mortgaged Property. Each appointment of Mortgagee as attorney-in-fact for Mortgagor herein is irrevocable and coupled with an interest. Mortgagee has the right to refuse to grant its consent, approval or acceptance or to give notice of its satisfaction, whenever such consent, approval, acceptance or satisfaction is required herein or under the Note.

(b) Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

(c) No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee in exercising any right or power accruing upon any Default shall impair any such right or power, or shall be construed to be a waiver or any Default, or any acquiescence therein. Acceptance of any payment after the occurrence of Default shall not be deemed to waive or cure such Default; and every power and remedy given by this Mortgage or the Note to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee.

(d) Mortgagee shall have the right to appear in and defend any action or proceeding, in the name and on behalf of Mortgagor, which Mortgagee, in Mortgagee's reasonable discretion, believes may materially adversely affect the Mortgaged Property or this Mortgage. Mortgagee also shall have the right to institute any action or proceeding which Mortgagee, in Mortgagee's reasonable discretion, feels should be brought to protect its interest in the Mortgaged Property or its rights hereunder. All costs and expenses incurred by Mortgagee in connection with such actions or proceedings, including, without limitation, reasonable attorneys' fees shall be paid by Mortgagor, on demand.

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(e) Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact in connection with the Fixtures covered by this Mortgage, where permitted by law, to file on its behalf any financing statements or other statements in connection therewith with the appropriate public office signed only by the Mortgagee, as secured party. This power, being coupled with an interest, shall be irrevocable so long as any part of the Obligations remains unpaid.

(f) Mortgagor hereby represents and warrants that they are a duly organized and validly existing corporation; the Mortgaged Property is used in connection with Mortgagor's business and commercial purposes and activities; and the transaction evidenced by the Note is made primarily to carry on such business and commercial enterprise.

(g) The lien of this Mortgage shall not merge with the lien of any other mortgage created by Mortgagor or the then record owner of the Mortgaged Property for the benefit of Mortgagee and encumbering all or any portion of the Mortgaged Property.

26. Choice of Law. This Mortgage shall be governed by, and construed in accordance with, the laws of the State without regard to principles of conflicts of laws, except that the laws of the State of Illinois shall govern the resolution of issues arising under the Note to the extent that such resolution is necessary to the interpretation of this Mortgage.

27. Special Provisions Modifying or Affecting This Mortgage by Reason of the State in Which the Land is Located. By virtue of the fact that the Land is located in the State, the provisions set forth below shall be applicable to this Mortgage, and to the extent applicable, shall modify, affect and supplement the other provisions hereof.

(a) Protective Advances. Without limitation on Section 14(a)(iii) above or any other provision of this Mortgage, (but subject to the provision of Section 15 of this Mortgage) all advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15 1101 *et seq.* ("Act"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to (collectively, together with all other advances, disbursements, expenses or payments made or incurred by or on behalf of Mortgagee hereunder, "Protective Advances"):

(i) all reasonable advances by Mortgagee in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild the Mortgaged Property or other improvements upon the Mortgaged Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1307 of the Act;

(ii) payments by Mortgagee of: (A) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (B) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(iii) reasonable advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(iv) reasonable attorneys' fees and other expenses incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Sections 15-1504(d)(2) and 15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagee hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

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

(vi) reasonable expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of the Act;

(vii) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (A) if any interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (B) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation of maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Subsection (c)(1) of Section 15-1704 of the Act; (C) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (D) reasonable payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (E) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (F) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the Note; and (G) pursuant to any lease or other agreement for occupancy of the Mortgaged Property.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(1) of Section 15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same are clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (i) determination of the amount of indebtedness secured by this Mortgage at any time; (ii) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgment, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose; (iii) if right of redemption has not been waived by this Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 15-1603 of the Act; (iv) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act; (v) application of income in the hands of any receiver or mortgagee in possession; and (vi) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 15-1508 and Section 15-1511 of the Act.

(b) Business Loan Recital/Statutory Exemptions. (A) Mortgagor acknowledges and agrees that (A) the proceeds of the Loan will be used in conformance with subparagraph (1) (1) of Section 4 of the Interest Act (815 ILCS 205/0.01 *et seq.*); (B) that the Obligations secured hereby constitute a business loan which comes within the purview of said Section 4; and (C) that the Loan is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. Sec. 1601 *et seq.*

(c) No Agricultural or Residential Real Estate. Mortgagor acknowledges and agrees that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act).

(d) Time is of the Essence. Time is of the essence with respect to this Mortgage and each of the provisions hereof.

(e) Maximum Amount. The maximum aggregate amount of principal, interest and other indebtedness now or hereafter secured by this Mortgage is three times the principal amount of the Loan.

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

MORTGAGOR:

B & J WIRE, INC., an Illinois corporation

By: *Veronica Soltysiak*
Veronica Soltysiak, President

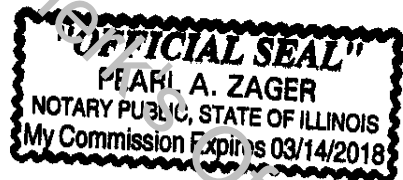
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County, in said State, DO HEREBY CERTIFY, that Veronica Soltysiak, personally known to me to be the President of B & J Wire, Inc., an Illinois corporation, and the same person subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntarily act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of December, 2014.

Pearl A. Zager
Notary Public

My Commission Expires:
03-14-2018



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 12 TO 15 IN BLOCK 10 IN THE SUBDIVISION OF BLOCKS 10 TO 15 IN WALKERS DOUGLAS PARK ADDITION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 16 THROUGH 18 AND THE EAST 6 FEET OF LOT 19 IN BLOCK 10 IN SUBDIVISION OF BLOCKS 10 TO 15 IN WALKERS DOUGLAS PARK ADDITION SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 18 FEET OF LOT 19, ALL OF LOT 20 AND LOT 21 (EXCEPT THE WEST 4 FEET THEREOF) IN BLOCK 10 IN THE SUBDIVISION OF BLOCKS 10 TO 15 IN WALKERS DOUGLAS PARK ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 22 THROUGH 25 AND THE WEST 4 FEET OF LOT 21 IN BLOCK 10 IN SUBDIVISION OF BLOCKS 10 TO 15 IN WALKER'S DOUGLAS PARK ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2643 West 19th Street, Chicago, Illinois

P.I.N.: 16-24-415-003, 16-24-415-004, 16-24-415-005, 16-24-415-006 and 16-24-415-007
16-24-415-044, 16-24-415-045, 16-24-415-047 and 16-24-415-048