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Doc#: 1509141056 Fee: \$98.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/01/2015 03:43 PM Pg: 1 of 31

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 03-27-401-287-0000

Address:

Street: 1 Randhurst Village Drive

Street line 2:

City: Mount Prospect

State: IL

ZIP Code: 60056

Lender: Wells Fargo Bank, National Association

Borrower: Sagamore Randhurst LLC

Loan / Mortgage Amount: \$5,200,000.00

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

Certificate number: B6DACCBE-95D7-44F3-99E6-D62D935BB66C

Execution date: 03/18/2015

Property of Cook County Clerk's Office

8975347022K (3)

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Prepared by:

Amelie Messingham, Esq.
 Snell & Wilmer, LLP
 One South Church Avenue
 Suite 1500
 Tucson, Arizona 85701-1630

Recording Requested By,
 And After Recording, Return To:

WELLS FARGO BANK,
 NATIONAL ASSOCIATION
 MAC D4003-01E
 P.O. Box 3086
 Winston-Salem, NC 27101-2501
 Attn: Wealth Custom Trailing
 Documents

PIN #s: 03-27-401-287-0000,
 03-27-401-288-0000, 03-27-401-289-
 0000, and 03-27-401-290-0000

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

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is executed as of March 18, 2015, by SAGAMORE RANDHURST LLC, a Delaware limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

ARTICLE I
MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Cook County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and

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thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real property, whether decreed or undeclared, tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage rights and other evidences of any such rights; and (h) all interest or estate which Mortgagor now has or may hereafter acquire in said real property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of said real property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said real property (collectively, the "Subject Property"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

TO HAVE AND TO HOLD the Subject Property unto Mortgagee, its successors and assigns forever, for the purposes and uses set forth in this Mortgage, and Mortgagor covenants with and warrants to Mortgagee that, at the execution and delivery of this Mortgage, Mortgagor holds fee simple title to, or if permitted in writing, a valid leasehold estate in, the Subject Property and has a good and marketable indefeasible estate therein and that the Subject Property is free from all encumbrances and claim of any other person. Mortgagor does under this Mortgage bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the Subject Property against all claims and demands whatsoever, except as disclosed to Mortgagee prior to the date hereof in a writing that refers to this warranty.

PROVIDED, HOWEVER, that if and when Mortgagor has paid all of the Secured Obligations (defined below) and performed and observed all of the agreements, terms, conditions, provisions, and warranties relating to the Secured Obligations, this Mortgage and the estate, right, and interest of Mortgagee in and to the Subject Property shall cease and be released at the cost of Mortgagor, but otherwise, shall remain in full force and effect. Mortgagee shall be entitled to charge a reasonable release fee.

1.2 Address. The address of the Subject Property (if known) is: 1 Randolph Village Drive, Mount Prospect, Illinois 60056. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

ARTICLE II OBLIGATIONS SECURED

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2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "Secured Obligation" and collectively, the "Secured Obligations"):

(a) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with that certain promissory note ("Note") dated of even date herewith, in the maximum principal amount of Five Million Two Hundred Thousand and No/100 Dollars (\$5,200,000.00), with interest as provided therein, executed by Mortgagor, as Borrower, and payable to Mortgagee or its order on or before March 18, 2018, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein. The Note contains a provision providing for a variable rate of interest thereunder; and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) payment and performance of all future advances (whether obligatory or to be made at the option of Mortgagee, or otherwise) made by Mortgagee, to the same extent as if such future advances were made on the date of execution of this Mortgage, and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 Obligations. The term "obligations" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation.

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2.3 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

2.4 Maximum Secured Amount. The maximum amount secured by this Mortgage may decrease or increase from time to time, but shall never exceed twice the aggregate amount of the Note and each other instrument, agreement or obligation specifically described herein or in any rider attached to and recorded with this Mortgage, or otherwise incorporated herein by reference, including any of the foregoing which is incorporated into this Mortgage by a modification or similar document recorded subsequent to the date hereof. The maximum amount secured by this Mortgage shall not in any way imply that Mortgagee shall be obligated to advance any amount at any time. Advances of disbursements made by Mortgagee to protect the security, under the terms hereof, shall not be deemed to be optional advances.

ARTICLE III ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "Lease" and collectively, the "Leases"), together with any and all other rents, issues and profits of the Subject Property (collectively, "Rents"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within five (5) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance

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of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under 735 ILCS 5/15-1510 and 735 ILCS 5/15-1512, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Secured Obligations.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby. All advances, disbursements and expenditures made or incurred 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 the mortgage or the Loan agreement or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act. 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 rate of interest payable after default under the terms of the Loan Agreement. This Mortgage shall be a lien of all Protective Advances as to subsequent purchases and judgment creditors from the time this Mortgage is recorded pursuant to subsection of 735 ILCS Section 5/15-1302(b)(5).

3.3 License. Mortgagee confers upon Mortgagor a license ("License") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and

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Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage.

ARTICLE IV SECURITY AGREEMENT AND FIXTURE FILING

4.1 Security Interest. Mortgagor hereby grants and assigns to Mortgagee, effective as of the date of recording of this Mortgage with the Office of the Register of Deeds of Cook County, Illinois, a security interest, to secure payment and performance of all of the Secured Obligations, in all of the following described personal property in which Mortgagor now or at any time hereafter has any interest (collectively, the "Collateral"):

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Subject Property; together with all Rents and other rents and security deposits derived from the Subject Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Subject Property or any business now or hereafter conducted thereon by Mortgagor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Subject Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all

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deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the Subject Property; all advance payments of insurance premiums made by Mortgagor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Mortgagee, whether or not disbursed; all funds deposited with Mortgagee pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof; all of Mortgagor's right, title and interest, now or hereafter acquired, to the payment of money from Mortgagee to Mortgagor under any Swap Agreement; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

All of Mortgagor's present and future rights to receive payments of money, services or property with respect to or in connection with the Subject Property and the financing thereof, including, without limitation, rights to all deposits from tenants or guests of the Subject Property, accounts receivable, operating accounts, deposit accounts, chattel paper, cash notes, drafts, securities, certificates of deposit, contract rights (including rights under all contracts relating to the construction, renovation or restoration of any of the improvements located on the Subject Property or the financing thereof and all rights under payment or performance bonds, warranties, and guaranties), all service and supply contracts, all management agreements, all rights to payment for the rental or use of guest rooms, banquet rooms, retail premises and other facilities on the Subject Property (whether paid in cash or otherwise), all rights to payment from any credit/charge card organization or entity such as or similar to, and including, without limitation, the organizations or entities which sponsor and administer the American Express Card, the BankAmericard, the Visa Card, the Carte Blanche Card, the Diners Club card and the Mastercard, book of accounts, instruments, general intangibles, and principal, interest and payments due on account of goods sold, services rendered, loans made or credit extended, together with all of Mortgagor's right, title and interest in all documents evidencing, securing or guaranteeing the same; all furnishings, furniture, fixtures, machinery, apparatus, equipment, fittings, appliances, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, china, glassware, linens, flatware, uniforms, utensils and other items of a similar nature, linens, pillows, blankets, glassware, silverware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, computers, monitors, printers, other computer equipment, wireless internet equipment, in-room internet equipment, fiber optic or other internet cable, audio visual equipment, speakers, sound systems, entertainment systems, "disc jockey" systems, projectors, fitness equipment, free weights, treadmills, stationary

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bicycles, "stairmasters", weight machines, spa equipment, massage tables, beauty treatment supplies, hair styling equipment, saloon equipment, sun beds, medical equipment, automobiles, tractors, trailers, golf carts, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning-waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), building supplies and materials, chattels, goods consumer goods, inventory, other customary hotel equipment, and all other articles or personal property of every kind and nature whatsoever, tangible or intangible, now, heretofore or hereafter arising out of or related to the ownership of the Subject Property, or acquired with proceeds of the loan evidenced by the Note, or located in, on or about the Subject Property, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Subject Property.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, it is intended by Mortgagor and Mortgagee that this Mortgage constitutes a fixture filing filed with the real estate records of Cook County, Illinois, under the Uniform Commercial Code, as amended or recodified from time to time, from the state wherein the Subject Property is located ("UCC"). For purposes of this fixture filing, the "Debtor" is the Mortgagor and the "Secured Party" is the Mortgagee. A description of the land which relates to the fixtures is set forth in Exhibit A attached hereto. Mortgagor is the record owner of such land. The filing of a financing statement covering the Collateral shall not be construed to derogate from or impair the lien or provisions of this Mortgage with respect to any property described herein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in any financing statement shall be construed to alter any of the rights of Mortgagee under this Mortgage or the priority of Mortgagee's lien created hereby, and such financing statement is declared to be for the protection of Mortgagee in the event any court shall at any time hold that notice of Mortgagee's priority interest in any property or interests described in this Mortgage must, in order to be effective against a particular class of persons, including but not limited to the Federal government and any subdivision, agency or entity of the Federal government, be filed in the UCC records.

4.2 Representations and Warranties. Mortgagor represents and warrants that: (a) Mortgagor has, or will have, good title to the Collateral; (b) Mortgagor has not previously assigned or encumbered the Collateral, and no financing statement covering any of the Collateral has been delivered to any other person or entity; and (c) Mortgagor's principal place of business is located at the address set forth on the signature page of this Mortgage.

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4.3 Covenants. Mortgagor agrees: (a) to execute and deliver such documents as Mortgagee deems necessary to create, perfect and continue the security interests contemplated hereby; (b) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Mortgagee prior written notice thereof; (c) to cooperate with Mortgagee in perfecting all security interests granted herein and in obtaining such agreements from third parties as Mortgagee deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder; and (d) that Mortgagee is authorized to file financing statements in the name of Mortgagor to perfect Mortgagee's security interest in the Collateral.

4.4 Rights of Mortgagee. In addition to Mortgagee's rights as a "Secured Party" under the UCC, Mortgagee may, but shall not be obligated to, at any time without notice and at the expense of Mortgagor: (a) give notice to any person of Mortgagee's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Mortgagee therein; (c) inspect the Collateral; and (d) endorse, collect and receive any right to payment of money owing to Mortgagor under or from the Collateral.

Upon the occurrence of a Default (hereinafter defined) under this Mortgage, then in addition to all of Mortgagee's rights as a "Secured Party" under the UCC or otherwise at law and in addition to Mortgagee's rights under the loan documents entered into in connection with the Note:

(a) Mortgagee may (i) upon written notice, require Mortgagor to assemble any or all of the Collateral and make it available to Mortgagee at a place designated by Mortgagee; (ii) without prior notice, enter upon the Subject Property or other place where any of the Collateral may be located and take possession of, collect, sell, lease, license or otherwise dispose of any or all of the Collateral, and store the same at locations acceptable to Mortgagee at Mortgagor's expense; (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become the purchaser at any such sales; and

(b) Any proceeds of any disposition of any Collateral may be applied by Mortgagee to the payment of expenses incurred by Mortgagee in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Mortgagee toward the payment of the Secured Obligations in such order of application as Mortgagee may from time to time elect.

Notwithstanding any other provision hereof, Mortgagee shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Mortgagor to Mortgagee unless Mortgagor shall make an express written election of said remedy under the UCC or other applicable law. Mortgagor agrees that Mortgagee shall have no obligation to process or prepare any Collateral for sale or other disposition. Mortgagor acknowledges and agrees that a disposition of the Collateral in accordance with Mortgagee's rights and remedies as heretofore provided is a disposition thereof in a commercially reasonable manner and that ten (10) days prior notice of such disposition is commercially reasonable notice.

4.5 Power of Attorney. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact Mortgagee may, without the obligation to do so, in Mortgagee's name, or in the name of

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Mortgagor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Mortgagee's security interests and rights in or to any of the Collateral, and, upon a Default hereunder, take any other action required of Mortgagor; provided, however, that Mortgagee as such attorney-in-fact shall be accountable only for such funds as are actually received by Mortgagee.

ARTICLE V RIGHTS AND DUTIES OF THE PARTIES

5.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

5.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

5.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

5.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens.

5.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry public liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal

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sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee, and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

5.6 Tax and Insurance Impounds. At Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

5.7 Damages; Insurance and Condemnation Proceeds.

(a) (i) All awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property; (ii) all other claims and awards for damages to or decrease in value of the Subject Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to the Subject Property; and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the absolute discretion of Mortgagee, whether or not its security is or may be

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impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(b) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

5.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

- (a) to keep the Subject Property in good condition and repair;
- (b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which affects the Subject Property;
- (c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;
- (d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;
- (e) not to commit or permit waste of the Subject Property; and
- (f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

5.9 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any

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action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

5.10 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

5.11 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be asserted or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

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(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

5.12 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law (each of which actions and events is called a "Transfer"), without Mortgagee's prior written consent, THEN Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

5.13 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "Interested Party"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

5.14 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

5.15 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

5.16 Mortgagor Different From Obligor ("Third Party Mortgagor"). As used in this Section, the term "Obligor" shall mean each person or entity obligated in any manner under any of the Secured Obligations; and the term "Third Party Mortgagor" shall mean (1) each person or entity included in the definition of Mortgagor herein and which is not an Obligor under all of the Secured Obligations, and (2) each person or entity included in the definition of Mortgagor herein if any Obligor is not included in said definition.

(a) Representations and Warranties. Each Third Party Mortgagor represents and warrants to Mortgagee that: (i) this Mortgage is executed at an Obligor's request; (ii) this Mortgage complies with all agreements between each Third Party Mortgagor and any Obligor regarding such Third Party Mortgagor's execution hereof; (iii) Mortgagee has made no

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representation to any Third Party Mortgagor as to the creditworthiness of any Obligor; and (iv) each Third Party Mortgagor has established adequate means of obtaining from each Obligor on a continuing basis financial and other information pertaining to such Obligor's financial condition. Each Third Party Mortgagor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect such Third Party Mortgagor's risks hereunder. Each Third Party Mortgagor further agrees that Mortgagee shall have no obligation to disclose to any Third Party Mortgagor any information or material about any Obligor which is acquired by Mortgagee in any manner. The liability of each Third Party Mortgagor hereunder shall be reinstated and revived, and the rights of Mortgagee shall continue if and to the extent that for any reason any amount at any time paid on account of any Secured Obligation is rescinded or must otherwise be restored by Mortgagee, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Mortgagee in its sole discretion; provided however, that if Mortgagee chooses to contest any such matter at the request of any Third Party Mortgagor, each Third Party Mortgagor agrees to indemnify and hold Mortgagee harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by Mortgagee in connection therewith, including without limitation, in any litigation with respect thereto.

(b) Waivers.

(i) Each Third Party Mortgagor waives any right to require Mortgagee to: (A) proceed against any Obligor or any other person; (B) marshal assets or proceed against or exhaust any security held from any Obligor or any other person; (C) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from any Obligor or any other person; (D) take any other action or pursue any other remedy in Mortgagee's power; or (E) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest, or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Mortgagee as security for or which constitute in whole or in part the Secured Obligations, or in connection with the creation of new or additional obligations.

(ii) Each Third Party Mortgagor waives any defense to its obligations hereunder based upon or arising by reason of: (A) any disability or other defense of any Obligor or any other person; (B) the cessation or limitation from any cause whatsoever, other than payment in full, of any Secured Obligation; (C) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of any Obligor which is a corporation, partnership or other type of entity, or any defect in the formation of any such Obligor; (D) the application by any Obligor of the proceeds of any Secured Obligation for purposes other than the purposes represented by any Obligor to, or intended or understood by, Mortgagee or any Third Party Mortgagor; (E) any act or omission by Mortgagee which directly or indirectly results in or aids the discharge of any Obligor or any portion of any Secured Obligation by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Mortgagee against any Obligor; (F) any impairment of the value of any interest in any security for the Secured Obligations or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the

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release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (G) any modification of any Secured Obligation, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, any Secured Obligation or any portion thereof, including increase or decrease of the rate of interest thereon; or (H) any requirement that Mortgagee give any notice of acceptance of this Mortgage. Until all Secured Obligations shall have been paid in full, no Third Party Mortgagor shall have any right of subrogation, and each Third Party Mortgagor waives any right to enforce any remedy which Mortgagee now has or may hereafter have against any Obligor or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Mortgagee. Each Third Party Mortgagor further waives all rights and defenses it may have arising out of: (1) any election of remedies by Mortgagee, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Secured Obligations, destroys such Third Party Mortgagor's rights of subrogation or such Third Party Mortgagor's rights to proceed against any Obligor for reimbursement; or (2) any loss of rights any Third Party Mortgagor may suffer by reason of any rights, powers or remedies of any Obligor in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging any Obligor's obligations.

(ii) If any of said waivers is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the extent permitted by applicable law or public policy.

ARTICLE VI DEFAULT PROVISIONS

6.1 Default. The occurrence of any of the following shall constitute a "Default" under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Note or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

6.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the

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judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

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

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs, alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) To resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(g) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is

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not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

(h) Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate (as defined in 735 ILCS 5/15-1201), or residential real estate, and to the fullest extent permitted by law, Mortgagor hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under 735 ILCS 5/15-1601(b) and the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium law under any state or federal law.

(i) Notwithstanding the provisions of this Section, any foreclosure of all or any portion of the lien of this Mortgage shall be in accordance with the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1101 et seq., as from time to time amended.

6.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

6.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

6.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

6.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and

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expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

6.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

6.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

6.9 Mortgagee's Right to Procure Insurance. Mortgagor acknowledges receipt of the following notice: "Unless you [Mortgagor] provide evidence of the insurance coverage required by your agreement with us [Mortgagee], we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own."

If Mortgagor fails to maintain any insurance required hereunder, Mortgagee may, but shall not be obligated to, purchase such required insurance at Mortgagor's expense to protect

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Mortgagee's interests in the Subject Property. This insurance may, but need not, protect Mortgagor's interests in the Subject Property. The coverage that Mortgagee purchases shall not be required to pay any claim that the Mortgagor makes or any claim that is made against Mortgagor in connection with the Subject Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing evidence that Mortgagor has obtained the insurance required hereunder. If Mortgagee purchases insurance for the Subject Property, Mortgagor will be responsible for the costs of the insurance, including the insurance premium, interest thereon from the date of each such payment or expenditure at the then applicable rate under the Note and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance obtained by Mortgagee may be more than the cost of insurance Mortgagor may be able to obtain on its own. Unless Mortgagee otherwise agrees in writing, Mortgagor shall pay to Mortgagee the full costs of such insurance, together with the accrued interest thereon and the other charges in connection therewith, within thirty (30) days after "Notice of Placement of Insurance" as required by applicable law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

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

7.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

7.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

7.4 Notices. All notices, requests and demands which Mortgagor or Mortgagee is required or may desire to give to the other party must be in writing, delivered to Mortgagee at the following address:

WELLS FARGO BANK, NATIONAL ASSOCIATION
8601 North Scottsdale Road, Suite 150
S4035-012
Scottsdale, Arizona 85253
Attn: Stephanie Lantz

and to Mortgagor at its address set forth at the signature lines below, or at such other address as either party shall designate by written notice to the other party in accordance with the provisions hereof.

7.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the

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parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Note, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

7.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; and (e) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

7.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

7.8 Governing Law. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the liens created pursuant to this Mortgage, this Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the laws of Illinois, the laws of Arizona shall govern any and all matters, claims, controversies or disputes arising under or related to this Mortgage, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties relating to this Mortgage, but in any event giving effect to federal laws applicable to national banks.

7.9 Subordination of Property Manager's Lien. Any property management agreement for the Subject Property entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Subject Property shall be subject and subordinate to the lien of this Mortgage and shall provide that Mortgagee may terminate such agreement at any time after the occurrence of a Default hereunder. Such property management agreement or a short form thereof, at Mortgagee's request, shall be recorded with the County Recorder of the county where the Property is located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with Mortgagee, in recordable form, whereby such property manager subordinates present and future lien rights and

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those of any party claiming by, through or under such property manager to the lien of this Mortgage.

7.10 Arbitration.

(a) Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Mortgage and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court. Failure to timely file the demand for arbitration as ordered by the court will result in that party's right to demand arbitration being automatically terminated.

(b) Governing Rules. Any arbitration proceeding will (i) proceed in a location in Illinois selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than

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\$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Illinois or a neutral retired judge of the state or federal judiciary of Illinois, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Illinois and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Illinois Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed this Mortgage or any other contract, instrument or document relating to any Secured Obligation, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the

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parties potentially applies to a dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.

(i) Small Claims Court. Notwithstanding anything herein to the contrary, each party retains the right to pursue in Small Claims Court any dispute within that court's jurisdiction. Further, this arbitration provision shall apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys' fees and costs) that exceeds the jurisdictional limit of the Small Claims Court.

[Signature Page Follows]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

MORTGAGOR:

SAGAMORE RANDHURST LLC, a Delaware limited liability company

By: *Charles Dubroff*
Charles Dubroff
Manager

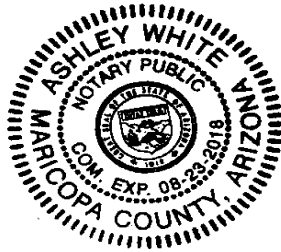
Address:
9616 East AW Tillinghast Road
Scottsdale, Arizona 85262

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this 18th day of March, 2015, before me personally appeared CHARLES DUBROFF whose identity was proven to me on the basis of satisfactory evidence to be the person he claims to be, and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

(seal)
Ashley White
Notary Public

[Affix Notary Seal Here]



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EXHIBIT A (Description of Property)

Exhibit A to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing executed by SAGAMORE RANDHURST LLC, a Delaware limited liability company, as Mortgagor, to WELLS FARGO BANK, NATIONAL ASSOCIATION, as Mortgagee, dated as of March 18, 2015.

Street Address of Subject Property: 1 Randhurst Village Drive, Mount Prospect, Illinois 60056.
Permanent Real Estate Index Numbers: 03-27-401-287-0000, 03-27-401-288-0000, 03-27-401-289-0000, and 03-27-401-290-0000.

Description of Property

[See attached]

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STREET ADDRESS: RANDHURST
 CITY: WHEELING COUNTY: COOK
 TAX NUMBER: 03-27-401-287-0000

LEGAL DESCRIPTION:**PARCEL 1:**

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION - NO.1, BEING A RESUBDIVISION OF LOT ONE ON RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO. 1, RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING BELOW AN ELEVATION OF 670.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST; A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 32.67 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.97 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 298.50 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 26.50 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 161.50 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 165.50 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 460.00 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION - NO.1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST

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CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 670.55 AND BELOW AN ELEVATION OF 691.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT; HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.91 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 300.44 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 52.47 FEET; THENCE NORTH 60 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 18.67 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 100.84 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 59 DEGREES 52 MINUTES 46 SECONDS WEST, A DISTANCE OF 104.47 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 34.56 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 23.35 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 29 AS DEPICTED ON THIS TAX DIVISION PLAT; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE OF PARCEL 29, A DISTANCE OF 9.45 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 82.59 FEET; THENCE NORTH 74 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 67.03 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 53.75 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 15.17 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 16.92 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION - NO.1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO.1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 691.55 AND BELOW AN ELEVATION OF 726.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS: "COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66

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FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 17.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 20 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.4.6 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.03 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 65.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.13 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.65 FEET; THENCE NORTH 15 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 88.52 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 244.70 FEET; THENCE NORTH 44 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 87.50 FEET; THENCE SOUTH 45 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 69.44 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 66.77 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 122.87 FEET; THENCE NORTH 60 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 7.35 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 82.13 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION - NO.1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST - CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 726.55 AND BELOW AN ELEVATION OF 744.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A

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POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 17.00 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.03 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 65.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.65 FEET; THENCE NORTH 15 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 88.52 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 37.51 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 61.96 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 2.21 FEET TO THE POINT OF BEGINNING, CONTAINING 0.152 ACRES, MORE OR LESS.

PROPOSED PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 THROUGH 4 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 411/2013 FOR PEDESTRIAN ACCESS TO STAIRWELLS; PEDESTRIAN AND VEHICULAR ACCESS TO THE SERVICE YARD AND EXIT PASSAGEWAY; PEDESTRIAN AND VEHICULAR ACCESS TO HOTEL DROP-OFF AREA; ENCROACHMENTS; USE OF THE PYLON SIGNAGE; STRUCTURAL SUPPORT AND MAINTENANCE; UTILITIES; REPAIR OF ADJOINING STRUCTURES; AND EMERGENCY ACCESS OVER AND UPON PORTIONS OF RANDHURST SHOPPING CENTER DESCRIBED ON EXHIBITS ATTACHED THERETO.

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