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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1514642082 Fee: \$108.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/26/2015 11:06 AM Pg: 1 of 38

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 10-09-305-046-0000

Address:

Street: 5225 OLD ORCHARD ROAD

Street line 2:

City: SKOKIE

State: IL

ZIP Code: 60076

Lender: FIRST MIDWEST BANK

Borrower: NORTH SHORE OPCO, LLC

Loan / Mortgage Amount: \$17,018,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7770 et seq. because it is commercial property.

Box 400

S Y
P 36
S 14
SC Y
INT PA

Certificate number: 5A1E1392-AF6C-49C9-BBE5-3310991D6231

Execution date: 05/14/2015

*897709102R
Feb 6-10*

Property of Cook County Clerk's Office

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Prepared by and
when recorded, return to:

Gould & Ratner LLP
222 N. LaSalle Street, Suite 800
Chicago, Illinois 60601
Attention: Jessica G. Lingertat

Address: ⁵²²⁵~~5065~~ Old Orchard Road
Skokie, Illinois 60076

P.I.N.: 0-09-305-046-0000
10-09-305-048-0000
10-09-305-050-0000
10-09-305-051-0000
10-09-305-052-0000
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10-09-305-054-0000
10-09-305-055-0000

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8977091 024X
PC66 10

PROPERTY OF COOK COUNTY CLERK'S OFFICE

MORTGAGE AND SECURITY AGREEMENT WITH FIXTURE FILING

This **MORTGAGE AND SECURITY AGREEMENT WITH FIXTURE FILING** ("Mortgage") dated as of May 14, 2015, is given by **NORTH SHORE OPCO, LLC**, a Delaware limited liability company ("Mortgagor"), with a mailing address of c/o Ameritus LLC, 205 West Wacker Drive, Chicago, IL 60606, to and for the benefit of **FIRST MIDWEST BANK**, an Illinois banking corporation, with its office at 770 W. Dundee Road, Arlington Heights, Illinois 60004 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee a Term Note in the principal sum of \$13,868,000.00 and a Line of Credit Note in the principal sum of up to \$3,150,000.00 (together with any and all extensions, renewals, amendments, substitutions or replacements thereof or therefor, the "Notes"), each having a maturity date of June 1, 2018 (as the same may be extended by the parties hereto in accordance with the Loan Agreement, the "Maturity Date"), pursuant to that certain Loan Agreement by and between Mortgagor and Mortgagee dated as of the date hereof (as the same may be amended, replaced, restated or otherwise modified from time to time, "Loan Agreement"), pursuant to which Notes Mortgagor promises to pay said principal sums (or so much thereof as may be outstanding thereon), together with interest on the balance of principal from time to time outstanding and unpaid thereon, at the variable rate and at the times specified in the Notes and the Loan Agreement;

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WHEREAS, Mortgagor, as Borrower under the Notes and record title holder to the Mortgaged Premises, is receiving a material benefit from proceeds of the Notes and the transaction contemplated under the Loan Agreement and hereby acknowledges and agrees that it has received good and valuable consideration for the granting of this Mortgage;

WHEREAS, the Notes have been issued under and pursuant to the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement;

WHEREAS, this Mortgage, the Notes, the Guaranty, each Assignment of Leases and Rents, the Environmental Indemnity and the Loan Agreement and all other instruments and documents evidencing or securing the indebtedness evidenced by the Notes (including, without limitation, each of the other mortgages granted by Mortgagor to Mortgagee in connection with the Notes and the Loan Agreement (the "Other Mortgages"), as each may be amended, modified or restated from time to time, are hereinafter collectively referred to as the "Loan Documents";

WHEREAS, this Mortgage is given to secure, among other things, the Line of Credit Note, and secures not only the indebtedness of Mortgagor to Mortgagee existing as of the date hereof, but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage. The lien of this Mortgage shall be valid as to all Indebtedness (as hereinafter defined), including future advances, from the time of its filing for record in the recorder's office in the county in which the Mortgaged Premises are located. The total amount of indebtedness may increase or decrease from time to time, but the total unpaid balance of Indebtedness (including disbursements which Mortgagee may make under this Mortgage, the Loan Documents or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of Thirty Four Million Two Hundred Sixty Thousand and 00/100 Dollars (\$34,260,000.00) plus interest thereon, all fees, costs and expenses payable thereunder, and all disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "**maximum amount secured hereby**"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby;

NOW, THEREFORE, to secure (i) the payment when and as due and payable of the principal of and interest on the Notes, or so much thereof as may be advanced from time to time under and pursuant to the Loan Agreement, (ii) the payment of all other indebtedness arising under any Loan Document, and (iii) the performance and observance of the covenants and agreements contained in this Mortgage, the Loan Agreement, the Notes and the other Loan Documents, including, without limitation, the obligations contained in an Environmental Indemnity of even date herewith (all of such indebtedness, obligations and liabilities identified in (i), (ii) and (iii) above being hereinafter referred to as the "Indebtedness"), Mortgagor does hereby grant, sell, convey, mortgage and assign unto Mortgagee, its successors and assigns a continuing security interest in all and singular the properties, rights, interests and privileges

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described in Granting Clauses I, II, III, IV, V, VI, VII and VIII below all of same being collectively referred to herein as the "Mortgaged Premises":

GRANTING CLAUSE I

That certain real estate lying and being in the County of Cook and State of Illinois, more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Real Property").

GRANTING CLAUSE II

All of Mortgagor's right, title and interest now owned or hereafter acquired in and to the buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Granting Clause I and all materials intended for construction, reconstruction, alteration and repair of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever owned by Mortgagor now or hereafter attached to or contained in or used in connection with said real estate and the buildings and improvements now or hereafter located thereon and used in the operation, maintenance and protection thereof, including but not limited to, all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code of Illinois for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the Indebtedness. The addresses of Mortgagor (debtor) and Mortgagee (secured party) appear at the beginning hereof.

GRANTING CLAUSE III

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil and water rights belonging or in any wise appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof,

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including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money, letters of credit and letter of credit rights deposited as advance rent or for security, together with any and all proceeds therefrom) under any and all leases and renewals thereof or under any contracts or options for the sale of all or any part of said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the Indebtedness and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees that until an Event of Default (as hereinafter defined) shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All judgments, awards of damages, settlements and other compensation hereafter paid or payable to Mortgagor resulting from condemnation proceedings or the taking of the property described in Granting Clause I or any part thereof or any building or other improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets.

GRANTING CLAUSE V

All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter by any writing of any kind, be subjected to the lien hereof.

GRANTING CLAUSE VI

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

GRANTING CLAUSE VII

All of the Mortgagor's "general intangibles" (as defined in the Uniform Commercial Code) now owned or hereafter acquired relating to the Mortgaged Premises, including, without limitation, all right, title and interest of Mortgagor in and to: (i) all agreements, leases, licenses and contracts to which Mortgagor is or may become a party relating to the Mortgaged Premises

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or improvements thereon; (ii) all obligations or indebtedness owing to Mortgagor (other than accounts) or other rights to receive payments of money from whatever source relating to the Mortgaged Premises; (iii) all tax refunds and tax refund claims; (iv) all intellectual property; and (v) all choses in action and causes of action.

All of Mortgagor's "accounts" (as defined in the Uniform Commercial Code) now owned or hereafter created or acquired relating to the Mortgaged Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts receivable, deposit accounts, contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services, (ii) Mortgagor's rights in, to and under all purchase orders for goods, services or other property, (iii) Mortgagor's rights to any goods, services or other property represented by any of the foregoing, (iv) monies due to or to become due to Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Mortgagor), (v) uncertificated securities, and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing. All warranties, guarantees, permits and licenses received by Mortgagor in respect to the Mortgaged Premises.

GRANTING CLAUSE VIII

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, pledged and assigned, and in which a security interest is granted, unto Mortgagee, its successors and assigns, forever; provided, however, that this instrument is upon the express condition that if the principal of and interest on the Notes shall be paid in full and all other Indebtedness shall be fully paid and performed and any commitment to advance funds contained in the Loan Agreement shall have been terminated, then this instrument and the estate and rights hereby granted shall cease, determine and be void and this instrument shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. Payment of the Indebtedness. The Indebtedness will be promptly paid as and when the same becomes due.

2. Representation of Title and Further Assurances. Mortgagor will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Mortgage and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be. At the time of delivery of these presents, the Mortgagor is well seized of an indefeasible estate in fee simple in the portion of the

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Mortgaged Premises which constitutes real property subject only to the matters set forth in **Exhibit B** attached hereto and hereby made a part hereof (the "Permitted Exceptions"), and Mortgagor has good right, full power and lawful authority to convey, mortgage and create a security interest in the same, in the manner and form aforesaid; except as set forth in Exhibit B hereto, the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever, including the personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature, and Mortgagor shall and will forever defend the title to the Mortgaged Premises against the claims of all persons whomsoever.

3. Compliance with Loan Agreement. Mortgagor will abide by and comply with and be governed and restricted by all of the terms, covenants, provisions, restrictions and agreements contained in the Loan Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

4. Provisions of Loan Agreement. The proceeds of the Notes are to be disbursed by Mortgagee in accordance with the terms contained in the Loan Agreement, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein. Mortgagor covenants that any and all monetary disbursements made in accordance with the Loan Agreement shall constitute adequate consideration to Mortgagor for the enforceability of this Mortgage and the Notes, and that all advances and indebtedness arising and accruing under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Notes, shall be secured by this Mortgage; provided, however, that the total Indebtedness shall not in any event exceed Thirty Four Million Two Hundred Sixty Thousand and 00/100 Dollars (\$34,260,000.00). Upon the occurrence of an Event of Default under the Loan Agreement, and subject to the terms and conditions set forth in the Loan Agreement, Mortgagee may (but need not): (i) declare the entire principal balance evidenced by the Notes, and all interest owing thereon, and all other amounts owing under any other Loan Document, due and payable and pursue all other remedies conferred upon Mortgagee by this Mortgage or by law upon a default; or (ii) complete the construction of any improvements on the Mortgaged Premises in accordance with the Plans and Specifications for such improvements as previously approved by Lender and enter into the necessary contracts therefor. All monies so expended shall be so much additional Indebtedness secured by this Mortgage and shall be payable on demand with interest at the Default Rate (as defined herein). Mortgagee may exercise either or both of the aforesaid remedies. The provisions, rights, powers and remedies contained in the Loan Agreement are in addition to, and not in substitution for, those contained herein.

5. Payment of Taxes. Mortgagor shall be obligated to pay before any penalty attaches all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall exhibit to Mortgagee official receipts evidencing such payments, and except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law) (after notice to Mortgagee), by appropriate

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proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Mortgagor shall have furnished such security, if any, as may be required in the proceedings or required by Mortgagee and/or the Title Company to insure over the lien of such taxes.

6. Payment of Taxes on Notes, Mortgage or Interest of Mortgagee. Mortgagor agrees that if any tax, assessment or imposition upon this Mortgage, the Other Mortgages, the Indebtedness, the Notes, the interest of Mortgagee in the Mortgaged Premises or upon Mortgagee by reason of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the Indebtedness imposed by the United States or any State) is levied, assessed or charged, then, unless all such taxes are paid by Mortgagor to, for or on behalf of Mortgagee as they become due and payable (which Mortgagor agrees to do upon demand of Mortgagee, to the extent permitted by law), or Mortgagee is reimbursed for any such sum advanced by Mortgagee, all sums hereby secured shall become immediately due and payable, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Mortgagor from making any such payment. Mortgagor agrees to provide to Mortgagee, upon request, official receipts showing payment of all taxes and charges which Mortgagor is required to pay hereunder.

7. Tax Deposits. During the Term, Mortgagor covenants and agrees to deposit into the Tax Deposit Account with Mortgagee on the fifth business day of each calendar month during the Term, until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of an amount equal to one hundred five percent (105%) of the annual taxes and assessments (general and special) on the Mortgaged Premises determined based on the then most recent tax bills. If the funds held in the Tax Deposit Account are insufficient to pay real estate taxes then due and payable with respect to the Real Property, then Borrower shall be responsible for payment of the difference. Deposits held in the Tax Deposit Account, which is hereby pledged to Mortgagee, are to be used for the payment of taxes and assessments (general and special), respectively, on the Real Property next due and payable when they become due. Notwithstanding Borrower's obligation to pay per Section 5 above, to the extent funds on deposit in the Tax Deposit Account are sufficient, Mortgagee shall pay such taxes and assessments when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor). If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on the next due deposit or deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee. Mortgagor shall not be entitled to interest on such deposits.

8. Mortgagee's Interest In and Use of Deposits. Upon the occurrence of an Event of Default under this Mortgage, the Notes, the Loan Agreement or any other Loan Document, Mortgagee may at its option, without being required so to do, apply any monies at the time on deposit pursuant to Section 7 hereof to the performance of any of Mortgagor's obligations hereunder or under the Notes or Loan Agreement, in such order and manner as Mortgagee may elect. When the Indebtedness has been fully paid, any remaining deposits shall be paid to Mortgagor. Such deposits are hereby pledged as additional security for the Indebtedness and shall be irrevocably applied by Mortgagee for the purposes for which made hereunder and shall

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not be subject to the direction or control of Mortgagor; provided, however, that Mortgagee shall not be liable for any failure to apply to the payment of taxes and assessments any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing to make application of such funds to the payment of which they were deposited, accompanied by the bills for such taxes and assessments. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

9. Recordation and Payment of Taxes and Expenses Incident Thereto. Mortgagor will cause this Mortgage, all mortgages supplemental hereto and any financing statement or other notices of a security interest required by Mortgagee at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and re-filing of a mortgage, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Mortgagee hereunder, and, without limiting the foregoing, Mortgagor will pay or reimburse Mortgagee for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or re-recordation, including any documentary stamp tax or tax imposed upon the privilege of having this instrument or any instrument issued pursuant hereto recorded.

10. Security Agreement. This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Mortgaged Premises include both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Premises. By executing and delivering this Mortgage, Mortgagor hereby grants to Mortgagee, as security for the Indebtedness, a security interest in the fixtures, equipment, goods, supplies, accounts, deposit accounts, books and records, general intangibles, letters of credit, letter of credit rights, choses in action, judgments, awards, contracts, agreements and other personal property included in or used in connection with or relating to the Mortgaged Premises, together with any and all proceeds thereof, to the full extent that the equipment, goods, accounts, general intangibles, letters of credit, letter of credit rights, choses in action, judgments, awards, contracts, agreements and such other personal property as may be subject to the Uniform Commercial Code (said portion of the Mortgaged Premises so subject to the Uniform Commercial Code being called the "Collateral"). If an Event of Default shall occur and be continuing, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Mortgagee after the occurrence of an Event of Default, Mortgagor shall, at its expense, assemble the Collateral and make it available to Mortgagee at a convenient place (at the real property described on Exhibit A attached hereto if tangible property) reasonably acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by Mortgagee in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Collateral sent to Mortgagor in accordance with the provisions hereof at least ten (10) business days prior to such

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action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Mortgagee to the payment of the Debt in such priority and proportions as Mortgagee in its discretion shall deem proper. Mortgagor hereby authorizes Mortgagee to file financing statements with the collateral described as "all assets" of the Mortgagor. Notwithstanding anything herein to the contrary, the rights conferred to Mortgagee hereunder are subject to any grace periods, cure periods or similar provisions, as provided for in the Loan Agreement.

11. Fixture Filing. Certain of the Mortgaged Premises are or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the real property described on Exhibit A attached hereto, described or referred to in this Mortgage, and this Mortgage, upon being filed for record in the real estate records of the county wherein such Mortgaged Premises are situated, shall operate also as a financing statement naming Mortgagor as Debtor and Mortgagee as Secured Party filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Mortgaged Premises that is or may become fixtures.

12. Insurance. Mortgagor will, at Mortgagor's expense, maintain insurance in accordance with the requirements of the Loan Agreement. The proceeds of such insurance shall be applied as provided in Section 14 hereof.

13. Damage to and Destruction of the Improvements.

a. Notice. In the case of any material damage to or destruction of any improvements which are or will be constructed on the Mortgaged Premises or any part thereof, Mortgagor shall promptly give notice thereof to Mortgagee generally describing the nature and extent of such damage or destruction. Material damage shall mean damages in excess of \$50,000.00.

b. Restoration. Upon the occurrence of any damage to or destruction of any improvements on the Mortgaged Premises, provided Mortgagee permits the proceeds of insurance to be used for repairs in accordance herewith, Mortgagor shall cause same to be restored, replaced or rebuilt as nearly as possible to their value, condition and character immediately prior to such damage or destruction. Such restoration, replacement or rebuilding shall be effected promptly and Mortgagor shall notify Mortgagee if it appears that such restoration, replacement or rebuilding may be unduly delayed. Any amounts required for repairs in excess of insurance proceeds shall be paid by Mortgagor.

c. Application of Insurance Proceeds. Net insurance proceeds received by Mortgagee under the provisions of this Mortgage or any instruments supplemental hereto or thereto or under any policy or policies of insurance covering the Mortgaged Premises or any part thereof may be applied toward the payment of the amount owing on the Indebtedness in such order of application as Mortgagee may elect whether or not the same may then be due or be otherwise adequately secured and any amounts not so applied shall held as collateral security therefor; *provided, however*, that such proceeds shall be made available for the restoration of the portion of the Mortgaged Premises

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damaged or destroyed if written application for such use is made within ninety (90) days of receipt of such proceeds and the following conditions are satisfied: (i) Mortgagor has in effect business interruption insurance covering the income to be lost during the restoration period as a result of the damage or destruction to the Mortgaged Premises or provides Mortgagee with other evidence satisfactory to it that Mortgagor has cash resources sufficient to pay its obligations during the restoration period; (ii) no Event of Default, or event which, with the lapse of time, the giving of notice, or both, would constitute an Event of Default, shall have occurred or be continuing (and if such an event shall occur during restoration Mortgagee may, at its election, apply any insurance proceeds then remaining in its hands to the reduction of any of the Secured Indebtedness); (iii) Mortgagor shall have then commenced preparation of and within a commercially reasonable period of time thereafter (not to exceed ninety (90) days) submit to Mortgagee plans and specifications for the restoration which shall be satisfactory to Mortgagee; and (iv) Mortgagor shall within a commercially reasonable period of time thereafter (not to exceed ninety (90) days) submit to Mortgagee fixed price contracts with good and responsible contractors and materialmen covering all work and materials necessary to complete restoration and providing for a total completion price not in excess of the amount of insurance proceeds available for restoration, or, if a deficiency shall exist, Mortgagor shall have deposited the amount of such deficiency with Mortgagee. Any insurance proceeds to be released pursuant to the foregoing provisions may at the option of Mortgagee be disbursed from time to time as restoration progresses to pay for restoration work completed and in place and such disbursements may at Mortgagee's option be made directly to Mortgagor or to or through any contractor or materialman to whom payment is due or to or through a construction escrow to be maintained by a title insurer acceptable to Mortgagee. Mortgagee may impose such reasonable further conditions upon the release of insurance proceeds (including the receipt of title insurance) as are customarily imposed by prudent construction lenders to insure the completion of the restoration work free and clear of all liens or claims for lien. All title insurance charges and other costs and expenses paid to or for the account of Mortgagor in connection with the release of such insurance proceeds shall constitute so much additional Indebtedness to be payable on or before the date which is ten (10) days after Mortgagor's demand therefor, and if not paid during such ten (10) day period shall accrue interest at the Default Rate commencing on the date Mortgagor demanded payment thereof. Mortgagee may deduct any such costs and expenses from insurance proceeds at any time in its possession. If Mortgagor fails to request that insurance proceeds be applied to the restoration of the improvements or if Mortgagor makes such a request but fails to complete restoration within a reasonable time, Mortgagee shall have the right, but not the duty, to restore or rebuild said Mortgaged Premises or any part thereof for or on behalf of Mortgagor in lieu of applying said proceeds to the Indebtedness and for such purpose may do all necessary acts, including using funds deposited by Mortgagor as aforesaid and advancing additional funds for the purpose of restoration, all such additional funds to constitute part of the Indebtedness payable upon demand with interest at the Default Rate.

d. Adjustment of Loss. Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss of more than \$150,000.00 under any insurance policies covering or relating to the Mortgaged Premises and to collect and

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receive the proceeds from any such policy or policies. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact for the purposes set forth in the preceding sentence. Each insurance company is hereby authorized and directed to make payment (i) of 100% of all such losses, if more than \$150,000.00, directly to Mortgagee alone and (ii) of 100% of all such losses, of \$150,000.00 or less, directly to Mortgagor alone, and in no case to Mortgagor and Mortgagee jointly. After deducting from such insurance proceeds any expenses incurred by Mortgagee in the collection and settlement thereof, including without limitation reasonable attorneys' and adjusters' fees and charges, Mortgagee shall apply the net proceeds as provided in Section 13(c). Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure unless such failure results from the gross negligence or willful misconduct of Mortgagee.

14. Eminent Domain.

a. Notice. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings.

b. Assignment of Claim, Power of Attorney to Collect, Etc. Any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the Mortgaged Premises by any governmental body for taking or affecting the whole or any part of said Mortgaged Premises, the improvements on the Mortgaged Premises or any easement therein or appurtenance thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the award for payment thereof) are hereby assigned by Mortgagor to Mortgagee to the extent of the Indebtedness and Mortgagor hereby irrevocably constitutes and appoints Mortgagee its true and lawful attorney in fact with full power of substitution for it and in its name place and stead to collect and receive the proceeds of any such award granted by virtue of any such taking and to give proper receipts and acquittances therefor. Mortgagee shall not settle any condemnation award with the condemning party without the written consent of Mortgagor, which consent shall not be unreasonably withheld. Mortgagor shall have the right to participate in any proceedings which determine the award to be granted and all costs incurred by Mortgagee in connection therewith, including reasonable attorneys' fees, shall be part of the Indebtedness.

c. Effect of Condemnation and Application of Awards. In the event that any proceedings are commenced by any governmental body or other person to take or otherwise affect the Mortgaged Premises, the improvements thereon or any easement therein or appurtenance thereto, Mortgagee may, at its option, apply the proceeds of any award made in such proceedings as and for a prepayment on the Indebtedness in such proportions and amounts as Mortgagee may determine in its sole and absolute discretion, notwithstanding the fact that any part of the Indebtedness may not then be due and

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payable or is otherwise adequately secured; provided, however, any such proceeds shall be made available for restoration of the Mortgaged Premises upon the same terms as insurance proceeds are to be made available under Section 13.c of this Mortgage. Notwithstanding anything herein or in the Loan Agreement to the contrary, any prepayment provided for under this subsection shall not result in the imposition of any prepayment fee.

15. Construction, Repair, Waste, Etc. Except for certain work to be performed in accordance with the provisions of the Loan Agreement, Mortgagor covenants and agrees (a) that no building or other improvement on the Mortgaged Premises and constituting a part thereof shall be materially altered, removed or demolished without the consent of Mortgagee such consent not to be unreasonably withheld; and in the event any fixtures, appliances or other items of personal property covered hereby on, in or about said buildings or improvements shall be severed, removed or sold, the same will be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto, (b) to permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Premises or any part thereof, (c) to keep and maintain said Mortgaged Premises and every part thereof in good repair and condition (ordinary wear and tear excepted), (d) to effect such repairs as Mortgagee may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed, (e) to comply with all statutes, orders, requirements or decrees relating to said Mortgaged Premises by any federal, state or municipal authority, (f) to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Mortgaged Premises or any part thereof and not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the Mortgaged Premises or any part thereof may be put without the prior written consent of Mortgagee, and (g) to make no alterations in or improvements or additions to the Mortgaged Premises without Mortgagee's written permission except for tenant improvements or except as contemplated by the Loan Agreement or required by governmental authority.

16. Liens and Encumbrances. Except as provided in the Loan Agreement, Mortgagor will not, without the prior written consent of Mortgagee, directly or indirectly, create or suffer to be created, or to remain, and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge or conditional sale or other title retention agreement with respect to the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this Mortgage, and the lien of all other documents given to secure the Indebtedness and the Permitted Exceptions; provided, however, that Mortgagor may contest the validity of any mechanic's lien, charge or encumbrance (other than the lien of this Mortgage or of any other document securing payment of the Notes) upon giving Mortgagee timely notice of its intention to contest the same and either (a) maintaining with Mortgagee a deposit of cash or negotiable securities satisfactory to Mortgagee in an amount sufficient in the opinion of

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Mortgagee to pay and discharge or to assure compliance with the matter under contest in the event of a final determination thereof adversely to Mortgagor, or (b) obtaining title insurance coverage over such lien by endorsements to the Title Policy acceptable to Mortgagee. Mortgagor agrees to prosecute and contest such lien diligently and by appropriate legal proceedings which will prevent the enforcement of the matter under contest and will not impair the lien of this Mortgage or interfere with the normal conduct of business on the Mortgaged Premises. On final disposition of such contest, any cash or securities in Mortgagee's possession not required to pay or discharge or assure compliance with the matter contested shall be returned to Mortgagor with interest.

17. Right of Mortgagee to Perform Mortgagor's Covenants, Etc. If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, Mortgagee, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter upon prior written notice to Mortgagor of such failure and failure of Mortgagor to make such payment or perform such act within any applicable cure period provided herein make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the Default Rate, shall constitute so much additional Indebtedness and shall be paid by Mortgagor to Mortgagee on demand. Mortgagee in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.

18. After-Acquired Property. Any and all property hereafter acquired which is of the kind or nature herein provided and related to the premises described in Granting Clause I hereof, or intended to be and become subject to the lien hereof, shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein, but nevertheless Mortgagor shall from time to time, if requested by Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.

19. Inspection by Mortgagee. Mortgagee and its agents shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose. Mortgagee shall exercise reasonable efforts to minimize any disturbance to tenants of the Mortgaged Premises during such inspection.

20. Subrogation. Mortgagor acknowledges and agrees that Mortgagee shall be subrogated to any lien discharged out of the proceeds of the loan evidenced by the Notes or out of any advance by Mortgagee hereunder or under the Notes, irrespective of whether or not any such lien may have been released of record.

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21. Compliance with Environmental Laws. Mortgagor acknowledges that concurrently herewith Mortgagor has executed and delivered to Mortgagee an Environmental Indemnity Agreement (the "Environmental Indemnity") pursuant to which Mortgagor has fully indemnified Mortgagee for certain environmental matters concerning the Mortgaged Premises, as more particularly described therein. The provisions of the Environmental Indemnity are hereby incorporated herein and this Mortgage shall secure the obligations of Mortgagor thereunder. Mortgagor agrees to abide by all of the provisions of the Environmental Indemnity.

22. Single Asset Entity. Mortgagor represents and warrants that, as of the date hereof, except for properties secured by the Other Mortgages (the "Other Mortgaged Premises"), it does not hold, and has not previously held, directly or indirectly, any ownership interest (legal or equitable) in any real property other than the Mortgaged Premises, and, as of the date hereof, is not, and has not been previously, a shareholder of or a member or partner in any entity which owns or has owned any real property other than the Mortgaged Premises. Mortgagor covenants that it shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real property other than the Mortgaged Premises, or become a shareholder of or a member or partner in any entity which acquires any real property other than the Mortgaged Premises and the Other Mortgaged Premises, until such time as the Indebtedness has been fully repaid. Mortgagor further covenants:

- a. To maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;
- b. To conduct its own business in its own name, pay its own liabilities out of its own funds, allocate fairly and reasonably any overhead for shared employees and office space, and to maintain an arm's length relationship with its affiliates;
- c. To hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, maintain adequate capital in light of its contemplated business operations, observe all organizational formalities and make all governmental filings required to maintain its existence as a separate entity;
- d. Except as provided for in the Loan Agreement, not to guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners;
- e. Not to pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;
- f. Not to enter into any contract or agreement with any party which is directly or indirectly controlling, controlled by or under common control with Mortgagor (an "Affiliate"), except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's length basis with third parties other than any Affiliate;

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g. Neither Mortgagor nor any constituent party of Mortgagor will seek the dissolution or winding up, in whole or in part, of Mortgagor, nor will Mortgagor merge with or be consolidated into any other entity;

h. Mortgagor has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of Mortgagor, Affiliate, any guarantor of the Notes or any other person; and

i. Except as permitted by the Loan Agreement, Mortgagor now has and will hereafter have no debts or obligations other than normal accounts payable in the ordinary course of business, this Mortgage, and the Indebtedness; and any heretofore existing indebtedness or other obligation of Mortgagor shall have been paid in full prior to or through application of proceeds from the funding of the loan evidenced by the Notes.

23. Transfer of the Mortgaged Premises.

a. In determining whether or not to make the loan secured hereby, Mortgagee has examined the credit-worthiness of Mortgagor, found it acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagor's Affiliates are well-experienced in borrowing money and owning and operating property such as the Mortgaged Premises, and Mortgagor is ably represented by a licensed attorney at law in the negotiation and documentation of the Indebtedness and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rate or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary or junior financing placed upon the Mortgaged Premises, (i) may divert funds which would otherwise be used to pay the Notes secured hereby, (ii) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security, (iii) would detract from the value of the Mortgaged Premises should Mortgagee come into possession thereof with the intention of selling same; and (iv) impair Mortgagee's right to accept a deed in lieu of foreclosure as a foreclosure by Mortgagee would be necessary to clear the title to the Mortgaged Premises.

b. In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by Mortgagor and in the value of the Mortgaged Premises, (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor, (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees, and (iv) keeping the Mortgaged Premises free of subordinate financing liens, Mortgagor agrees that if this Section be deemed a restraint on alienation, that it is a reasonable one, and Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, mortgage, lease (except as may be permitted under the Loan Agreement and/or Assignment of Rents and Leases of even date herewith from Mortgagor to Mortgagee), pledge, encumbrance or other transfer of, or the granting of any option in, or

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any contract for any of the foregoing (on an installment basis or otherwise) pertaining to the Mortgaged Premises, any part thereof, or any interest therein whether involuntary or by operation of law or otherwise, without the prior written consent of Mortgagee having been obtained to such sale, assignment, conveyance, mortgage, lease, option, pledge, encumbrance or other transfer. Mortgagor agrees that upon any such transfer, Mortgagee may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage, the Notes, and any other document evidencing the Indebtedness, without in any way vitiating or discharging Mortgagor's liability hereunder or under any other document evidencing the Indebtedness hereby secured. No sale of the Mortgaged Premises, forbearance to any person with respect to this Mortgage, or extension to any person of the time for payment of the Indebtedness shall operate to release, discharge, modify, change or affect the liability of Mortgagor, either in whole or in part, except to the extent specifically agreed in writing by Mortgagee. Without limitation of the foregoing, in any event in which the written consent of Mortgagee is required in this Section, Mortgagee may condition its consent upon any combination of (vii) the payment of compensation to be determined by Mortgagee, (viii) the increase of the interest rate payable under the Notes, (ix) the shortening of maturity of the Notes, or (x) other modifications of the terms of the Notes or the other instruments evidencing the Indebtedness.

c. Without limitation of the foregoing, (i) in any event in which Mortgagee's consent is requested in accordance with the terms of this Section, Mortgagor shall pay all expenses incurred by Mortgagee, including reasonable attorneys' fees, in connection with the processing of such request, and (ii) the consent of Mortgagee to any transfer of the Mortgaged Premises shall not operate to release, discharge, modify, change or affect the liability of Mortgagor under the Loan Documents, either in whole or in part.

24. Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder:

- a. Any violation of Section 23 hereof;
- b. The Mortgaged Premises is abandoned by the Mortgagor;
- c. The institution of a foreclosure action against the Mortgaged Premises or any part thereof, or the filing of a lien against the Mortgaged Premises or any part thereof, which is not removed of record, bonded off, covered by an endorsement to the loan title insurance policy as provided hereunder, or dismissed within the time allotted in the Loan Agreement after Mortgagor is notified by Mortgagee, or otherwise, of such filing;
- d. Mortgagor shall default in any other obligation of Mortgagor under this Mortgage or any of the Other Mortgages and Mortgagor fails to cure such default within thirty (30) days following written notice by Mortgagee or, if of a nature which cannot be cured within thirty (30) days, such longer period as may be reasonably required (up to a total of seventy-five (75) days) provided that (i) Mortgagor commences efforts to cure within such thirty (30) days and diligently pursues such efforts thereafter, and (ii) if this

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Mortgage or any Other Mortgage specifies a shorter period for Mortgagor's cure of such default, then the shorter period shall apply.

e. Any Event of Default (as therein defined) shall occur under the Notes, the Loan Agreement or any other Loan Document.

25. Remedies. When any Event of Default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument) and in addition to such other rights as may be available under applicable law or any other Loan Document, but subject at all times to any mandatory legal requirements:

a. No Further Disbursements. Mortgagee shall have no further obligation to advance money or extend credit to or for the benefit of Mortgagor under the Notes, the Loan Agreement or any other Loan Document.

b. Acceleration. Mortgagee may declare the Notes and all unpaid Indebtedness, including interest then accrued thereon, to be immediately due and payable, whereupon the same shall become and be due and payable, without notice or demand of any kind.

c. Uniform Commercial Code. Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation, the right to the possession of any such property or any part thereof, and the right to enter with legal process any premises where any such property may be found. Any requirement of said Code for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The expenses of retaking, selling and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional Indebtedness and shall be payable upon demand with interest at the Default Rate.

d. Foreclosure. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree of sale, all reasonable expenditures and expenses authorized by the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et seq., as from time to time amended (the "Act") and all other expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of

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procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Mortgaged Premises. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Mortgaged Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Notes or the Mortgaged Premises, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate until paid.

e. Appointment of Receiver. Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed pursuant to the Act of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

f. Taking Possession, Collecting Rents, Etc. Upon demand by Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof personally, by its agent or attorneys or be placed in possession pursuant to court order as mortgagee in possession or receiver as provided in the Act, and Mortgagee, in its discretion, personally, by its agents or attorneys or pursuant to court order as mortgagee in possession or receiver as provided in the Act may enter upon and take and maintain possession of all or any part of the Mortgaged Premises, together with all documents, books, records, papers, and accounts of Mortgagor relating thereto, and may exclude Mortgagor and any agents and servants thereof wholly therefrom and may, on behalf of Mortgagor, or in its own name as Mortgagee and under the powers herein granted:

(i) hold, operate, manage and control all or any part of the Mortgaged Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Mortgaged Premises,

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including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(ii) cancel or terminate any lease or sublease of all or any part of the Mortgaged Premises for any cause or on any ground that would entitle Mortgagor to cancel the same;

(iii) elect to disaffirm any lease or sublease of all or any part of the Mortgaged Premises made subsequent to this Mortgage without Mortgagee's prior written consent;

(iv) extend or modify any then existing leases and make new leases of all or any part of the Mortgaged Premises, which extensions, modifications, and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Notes and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Mortgaged Premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(v) make all necessary or proper repairs, decoration renewals, replacements, alterations, additions, betterments, and improvements in connection with the Mortgaged Premises as may seem judicious to Mortgagee, to insure and reinsure the Mortgaged Premises and all risks incidental to Mortgagee's possession, operation and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

(vi) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Mortgaged Premises, to the payment of taxes, premiums and other charges applicable to the Mortgaged Premises, or in reduction of the Indebtedness in such order and manner as Mortgagee shall select.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Premises. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate, conserve and improve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any reasonable receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby which expenses Mortgagor promises to pay upon demand together with interest at the Default Rate. Mortgagee shall not be liable to account to

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Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises become vacant or are abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional Indebtedness payable upon demand with interest thereon at the Default Rate.

26. Compliance with Illinois Mortgage Foreclosure Law.

a. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

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

c. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 5/15-1510 and 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated herein, shall be added to the Indebtedness and the judgment of foreclosure.

27. Waiver of Right to Redeem - Waiver of Appraisal, Valuation, Etc. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety or individually (including, with or without the collateral encumbered by the Other Mortgages). In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as Mortgagee may determine (including, with or without the collateral encumbered by the Other Mortgages). Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Notes and the other Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor acknowledges that the Mortgaged Premises does not constitute agricultural real estate, as defined in Section 5/15-1201 of the Act, or residential real estate, as defined in Section 5/15-1219 of the Act. To the fullest extent permitted by law, Mortgagor, on behalf of Mortgagor and each and every person acquiring any interest in, or title

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to the Mortgaged Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law, hereby voluntarily and knowingly waives pursuant to Section 5/15-1601(b) of the Act, any and all rights of redemption.

28. Costs and Expenses of Foreclosure. In any suit to foreclose the lien hereof there shall be allowed and included as additional Indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, and all of which expenditures shall become so much additional Indebtedness which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Default Rate.

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

30. Indemnity. Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Mortgaged Premises; and (c) the ownership, leasing, use, operation or maintenance of the Mortgaged Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Mortgaged Premises to Mortgagee in accordance with the terms of this Mortgage; provided, however, that Mortgagor shall not be obligated to indemnify or hold Mortgagee harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Mortgagee. All costs provided for herein and paid for by Mortgagee shall be so much additional Indebtedness and shall become immediately due and payable upon demand by Mortgagee and with interest thereon from the date incurred by Mortgagee until paid at the Default Rate.

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31. Subordination of Property Manager's Lien. Any property management agreement for the Mortgaged Premises 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 Mortgaged Premises 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 an Event of Default hereunder. 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 those of any party claiming by, through or under such property manager to the lien of this Mortgage.

32. Additional Assurances. Mortgagor shall execute and deliver or cause to be executed and delivered to Mortgagee now, and at any time or times hereafter, all documents, instruments, letters of direction, notices, authorizations, reports, acceptances, receipts, consents, waivers, affidavits and certificates as Mortgagee may reasonably request, in form satisfactory to Mortgagee, to perfect and maintain perfected the liens granted by Mortgagor to Mortgagee upon the Mortgaged Premises or other collateral securing the obligation of the Mortgagor pursuant to the terms of this Mortgage and the Loan Documents or in order to consummate fully all of the transactions contemplated hereunder; and in connection therewith, Mortgagor hereby irrevocably makes, constitutes and appoints Mortgagee and any of its officers, employees or agents, as its true and lawful attorney with power to sign the name of Mortgagor to any such document, instrument, letter of direction, notice, report, acceptance, receipt, consent, waiver, affidavit or certificate if Mortgagor has not complied with Mortgagee's request to execute such document within seven (7) days from date of written request.

33. Protective Advances. All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

a. all advances by Mortgagee in accordance with the terms of this Mortgage to: (i) preserve or maintain, repair, restore or rebuild the improvements upon the Mortgaged Premises; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

b. payments by Mortgagee of: (i) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (iii) other obligations authorized by this Mortgage; or (iv) with court approval, any other

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amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

c. advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

d. reasonable attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Section 5/15-1504 (d)(2) and 5/15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagee hereunder; or (iii) in the preparation for the commencement or defense of any such foreclosure or other action;

e. entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the Act;

f. advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Mortgage;

g. expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Act;

h. expenses incurred and expenditures made by Mortgagee for any one or more of the following (i) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the mortgaged real estate imposed by Subsection (c)(1) of Section 5/15-1704 of the Act, (ii) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards, (iii) payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the mortgaged real estate, (iv) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the mortgaged real estate, and (v) pursuant to any lease or other agreement for occupancy of the mortgaged real estate.

All Protective Advances shall be so much additional Indebtedness, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 5/15-1302 of the Act.

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All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

- (i) determination of the amount of Indebtedness secured by this Mortgage at any time;
- (ii) the Indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional Indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (iii) determination of amounts deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;
- (iv) application of income in the hands of any receiver or Mortgagee in possession; and
- (v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

34. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Section 25(c) hereof shall be distributed in the following order of priority: first, on account of all costs and expenses incident to the foreclosure, any sale of property, or other proceedings, second, to all other items except principal on the Notes and interest owing on such principal, which under the terms hereof constitute Indebtedness in addition to that evidenced by the Notes with interest thereon as herein provided, third, to all interest on the Notes, and fourth, to all principal on the Note, with any surplus to whomsoever shall be lawfully entitled to same.

35. Mortgagee's Remedies Cumulative - No Waiver. No remedy or right of Mortgagee shall be exclusive but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or under any other Loan Document. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

36. Mortgagee Party to Suits. If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Mortgagee under this Mortgage (including probate and bankruptcy proceedings), or if Mortgagee employs an attorney to collect any or all of the Indebtedness or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagee shall incur any costs or expenses in preparation for the commencement of any foreclosure proceeding or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagee, immediately and without demand,

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all reasonable costs, charges, expenses and attorneys' fees incurred by Mortgagee in any such case, and the same shall constitute so much additional Indebtedness payable upon demand with interest at the Default Rate.

37. Modifications Not To Affect Lien. Mortgagee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its discretion (and shall pursuant to Section 4.4 of the Loan Agreement) release any part of the Mortgaged Premises or any person liable for any of the Indebtedness, may extend the time of payment of any of the Indebtedness and may grant waivers or other indulgences with respect hereto and thereto, without in any way affecting or impairing the liability of any party liable upon any of the Indebtedness or the priority of the lien of this Mortgage upon all of the Mortgaged Premises not expressly released, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the Indebtedness (including modifications in the rates of interest applicable thereto).

38. Notices. All notices hereunder shall be in accordance with Section 12.8 of the Loan Agreement.

39. Partial Invalidity. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid or unenforceable, the validity and enforceability of the other terms of this Mortgage shall in no way be affected thereby.

40. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

41. Default Rate. For purposes of this Mortgage, "Default Rate" shall mean the Default Rate as defined in the Loan Agreement.

42. Headings. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

43. Changes, Etc. This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

44. Waiver of Jury Trial: TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MORTGAGE, OR IN ANY WAY CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE DEALING OF MORTGAGOR AND MORTGAGEE WITH RESPECT TO THIS MORTGAGE, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR

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OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR AND MORTGAGEE HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT MORTGAGOR OR MORTGAGEE MAY FILE AN EXECUTED COPY OF THIS MORTGAGE WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF MORTGAGOR AND MORTGAGEE TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

45. Additional Waivers. MORTGAGOR EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY MORTGAGEE TO ENFORCE ANY RIGHTS UNDER THIS MORTGAGE, ANY AND EVERY RIGHT IT MAY HAVE TO (I) INJUNCTIVE RELIEF, (II) INTERPOSE ANY COUNTERCLAIM THEREIN OTHER THAN A COMPULSORY COUNTERCLAIM AND (III) SEEK TO HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING.

46. Applicable Law; Venue. THIS MORTGAGE AND THE TRANSACTIONS EVIDENCED HEREBY SHALL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF ILLINOIS. MORTGAGOR, IN ORDER TO INDUCE MORTGAGEE TO ENTER INTO THE LOAN AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH HEREBY IS ACKNOWLEDGED, AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS MORTGAGE SHALL BE LITIGATED ONLY IN COURTS HAVING A SITUS WITHIN THE COUNTY IN WHICH THE REAL PROPERTY IS LOCATED, STATE OF ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR SAID COUNTIES. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT BY MORTGAGEE IN CONNECTION WITH THIS MORTGAGE IN ACCORDANCE WITH THIS SECTION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ENTER INTO THE LOAN AGREEMENT.

47. Future Advances. This Mortgage is given to secure, among other things, future advances made or to be made under a line of credit and shall secure not only presently existing Indebtedness under the Loan Documents but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no Indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Indebtedness, including future advances, from the time of its filing for record in the recorder's office in the county in which the Mortgaged Premises are located. The total amount of Indebtedness may increase or decrease from time to time, but the total unpaid balance of Secured Indebtedness (including disbursements which Mortgagee may make under this Mortgage, the Loan Documents or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of Thirty Four Million Two Hundred Sixty Thousand and 00/100 Dollars (\$34,260,000.00) plus interest thereon, all fees, costs and expenses payable thereunder, and all disbursements made for

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payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "*maximum amount secured hereby*"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby.

48. Insurance. Mortgagor is hereby notified pursuant to the Illinois Collateral Protection Act (815 ILCS 18011 et. seq.) that unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Agreement, Mortgagee may purchase the required insurance at Mortgagor's expense to protect Mortgagee's interest in the Mortgaged Premises. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required hereby. If Mortgagee purchases insurance for the Mortgaged Premises, Mortgagor will be responsible for the costs of that insurance, including interest at the highest Default Interest Rate under the Notes and any other charges Mortgagee may impose in connection with the placement of the insurance until the effective date of the cancellation or the expiration of the insurance. The costs of the insurance shall be added to Mortgagor's total outstanding balance or obligation and shall constitute additional indebtedness of the Mortgagor hereunder and under the Loan Documents. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

49. Miscellaneous. Time is of the essence hereof. Wherever in this Mortgage the context so requires, the singular number shall include the plural number and vice versa, and any gender herein shall be deemed to include the feminine, masculine or neuter gender, as the context so requires. This Mortgage may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

50. Construction with the Loan Agreement. If any provisions hereof conflict with the provisions in the Loan Agreement, the provisions in the Loan Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

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[SIGNATURE PAGE TO MORTGAGE AND SECURITY AGREEMENT WITH FIXTURE FILING]

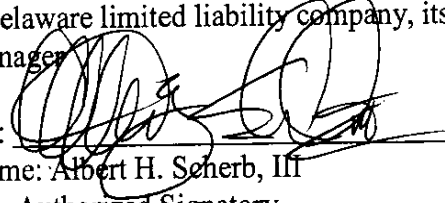
IN WITNESS WHEREOF, the undersigned has caused this Mortgage and Security Agreement with Fixture Filing to be signed as of the day and year first above written.

MORTGAGOR:

NORTH SHORE OPCO, LLC

a Delaware limited liability company

By: Ameritus NSOP HoldCo, LLC,
a Delaware limited liability company, its
Manager

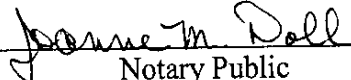
By: 
Name: Albert H. Scherb, III

Its: Authorized Signatory

STATE OF Illinois)
) ss
COUNTY OF DuPage)

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that Albert H. Scherb, III, an Authorized Signatory of Ameritus NSOP HoldCo, LLC, the manager of North Shore OpCo, LLC, an Illinois limited liability company ("Company") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth in his capacity as manager of the Company.

GIVEN under my hand and Notarial Seal this 14th day of May 2015.


Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

A TRACT OF LAND SITUATED IN THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS INCLUDING A PORTION OF CERTAIN LOTS, ALLEYS AND STREETS INCLUDED IN A PLAT OF VACATION DATED MARCH 3, 1954 AND RECORDED JULY 12, 1955 AS DOCUMENT 16296348 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD WITH THE SOUTH LINE OF HARRISON STREET, THENCE EAST ALONG THE SOUTH LINE OF HARRISON STREET, A DISTANCE OF 245.17 FEET TO THE NORTH WEST CORNER OF LOT 18 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 40 FEET OF THE NORTH 70 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF RIGHT OF WAY OF CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD, THENCE SOUTH ALONG THE WEST LINE OF LOT 18 AFORESAID AND SAID WEST LINE EXTENDED A DISTANCE OF 124 FEET TO THE SOUTH LINE OF AN ALLEY; THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY, A DISTANCE OF 100 FEET TO THE EAST LINE EXTENDED SOUTH OF LOT 15 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK ADDITION AFORESAID; THENCE NORTH ALONG THE EAST LINE EXTENDED OF SAID LOT 15 A DISTANCE OF 16 FEET TO THE SOUTH EAST CORNER OF SAID LOT 15, THENCE EAST ALONG THE NORTH LINE OF VACATED PART OF SAID ALLEY, A DISTANCE OF 8 FEET TO A POINT IN A LINE WHICH IS 408 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LARAMIE AVENUE, THENCE SOUTH ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF SAID VACATED COLFAX STREET, THENCE WEST ALONG THE SOUTH LINE OF SAID VACATED COLFAX

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STREET AND SAID SOUTH LINE EXTENDED WEST TO THE EAST LINE OF CHICAGO, NORTH SHORE AND MILWAUKEE RAILROAD,

THENCE NORTH WESTERLY ALONG THE EAST LINE OF SAID RAILROAD TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 8 FEET OF LOT 14 AND ALL OF LOTS 15 AND 16 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 40 FEET OF THE NORTH 70 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 17 AND 18 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 40 FEET OF THE NORTH 70 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE VACATED EAST-WEST 16 FOOT ALLEY LYING SOUTH OF LOTS 15 TO 18 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 40 FEET OF THE NORTH 70 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS A TRACT OF LAND SITUATED IN THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

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BEING A PORTION OF A CERTAIN VACATED ALLEY BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD WITH THE SOUTH LINE OF HARRISON STREET, THENCE EAST ALONG THE SOUTH LINE OF HARRISON STREET, A DISTANCE OF 245.17 FEET TO THE NORTH WEST CORNER OF LOT 18 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 40 FEET OF THE NORTH 70 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF RIGHT OF WAY OF CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD, THENCE SOUTH ALONG THE WEST LINE OF LOT 18 AFORESAID, AND SAID WEST LINE EXTENDED SOUTH A DISTANCE OF 124 FEET TO THE SOUTH LINE OF AN ALLEY, FOR A POINT OF BEGINNING; THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY, A DISTANCE OF 100 FEET TO THE EAST LINE EXTENDED SOUTH OF LOT 15 IN BLOCK 1 IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION AFORESAID, THENCE NORTH ALONG THE EAST LINE EXTENDED OF SAID LOT 15, A DISTANCE OF 16 FEET TO THE SOUTHEAST CORNER OF LOT 15, THENCE WEST ALONG THE SOUTH LINE OF LOTS 15, 16, 17 AND 18, A DISTANCE OF 100 FEET TO THE SOUTH WEST CORNER OF LOT 18, THENCE SOUTH A DISTANCE OF 16 FEET ALONG THE WEST LINE OF SAID LOT 18, EXTENDED SOUTH, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3 AND 4, AS CREATED BY EASEMENT AGREEMENT BETWEEN STANDARD RATE AND DATA SERVICE, INC., A CORPORATION OF ILLINOIS, AND FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 19, 1954 AND KNOWN AS TRUST NO. R-494, DATED DECEMBER 28, 1962 AND RECORDED JANUARY 30, 1963

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AS DOCUMENT 18709083 OVER, THROUGH, ACROSS AND UPON A STRIP OF LAND 25 FEET WIDE ON THE WESTERLY BOUNDARY OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF THE VACATED ALLEY RUNNING EAST AND WEST THROUGH BLOCK 1 OF SKOKIE RAPID TRANSIT PARK FIRST ADDITION, NOW VACATED, SAID POINT BEING 33 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF SAID VACATED ALLEY AND THE EAST LINE OF LOT 16 OF BLOCK 1 OF SAID SKOKIE RAPID TRANSIT PARK FIRST ADDITION, THENCE EAST ALONG THE NORTH LINE OF SAID VACATED ALLEY 408 FEET TO THE INTERSECTION OF SAID NORTH LINE OF SAID VACATED ALLEY WITH THE EAST LINE OF VACATED NORTH LARAMIE AVENUE; THENCE SOUTH ALONG THE EAST LINE OF VACATED NORTH LARAMIE AVENUE 17 FEET TO THE INTERSECTION OF SAID EAST LINE OF NORTH LARAMIE AVENUE WITH THE NORTH LINE OF THE VACATED ALLEY RUNNING EAST AND WEST THROUGH BLOCK 2, IN THE RESUBDIVISION OF LOTS 11 TO 25, BOTH INCLUSIVE, IN BLOCK 2, AND LOTS 21 TO 43, BOTH INCLUSIVE, IN BLOCK 3, IN SKOKIE RAPID TRANSIT PARK, NOW VACATED IN PART; THENCE EAST ALONG THE NORTH LINE OF SAID VACATED ALLEY TO THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY LINE OF EDENS HIGHWAY; THENCE SOUTHERLY AND WESTERLY ALONG THE WESTERLY LINE OF EDENS HIGHWAY TO THE INTERSECTION OF THE WESTERLY LINE OF EDENS HIGHWAY WITH THE SOUTHERLY LINE OF VACATED COLFAX STREET, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF VACATED COLFAX STREET A DISTANCE OF 400 FEET TO A POINT; THENCE NORTHERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING. ALSO LOT 14, EXCEPT THE WEST 8 FEET THEREOF AND LOT 13, EXCEPT THE EAST 17 FEET THEREOF IN BLOCK 1 IN SAID SKOKIE RAPID TRANSIT PARK ADDITION; FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING A ROADWAY AS A RIGHT OF WAY FOR PURPOSES OF INGRESS AND EGRESS OF FOOT AND VEHICULAR TRAFFIC SERVING BOTH THE DOMINANT AND SERVIENT ESTATES, ALL IN COOK COUNTY, ILLINOIS.

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PERM TAX#: 10-09-305-046-0000

10-09-305-048-0000

10-09-305-050-0000

10-09-305-051-0000

10-09-305-052-0000

10-09-305-053-0000

10-09-305-054-0000

10-09-305-055-0000

PROPERTY ADDRESS: ⁵²⁵525 OLD ORCHARD ROAD, SKOKIE, IL 60076

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

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EXHIBIT B

PERMITTED EXCEPTIONS

1. TAXES NOT YET DUE AND PAYABLE FOR THE YEAR(S) 2014 AND 2015, AND SUBSEQUENT YEARS
2. EXISTING UNRECORDED LEASES AS SHOWN ON EXHIBIT A TO THE ALTA STATEMENT AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES
3. RIGHTS OF THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY IN THE EASTERLY 10 FEET OF THE VACATED EAST AND WEST ALLEYS AND THE EASTERLY 10 FEET OF THE VACATED EAST AND WEST STREETS.
4. PERPETUAL EASEMENT OVER, THROUGH, ACROSS AND UPON THE EAST 10 FEET OF PARCELS 1, 2 AND 4 FOR SEWER AND UTILITY PURPOSES AS PROVIDED FOR IN EASEMENT AGREEMENT RECORDED JANUARY 30, 1963 AS DOCUMENT 18709083.
5. PROVISION FOR EASEMENT OVER THE EAST LINE OF THE LAND FOR THE BENEFIT OF ANY ADDITIONAL LAND REQUIREMENTS OF THE 25 FOOT ROADWAY EASEMENT NOTED ABOVE AS DOCUMENT 18709083.
6. GRANT OF EASEMENT FOR A SIDEWALK FOR PEDESTRIAN INGRESS AND EGRESS, CURBING, PAVING, FUTURE ROADWAYS AND UTILITIES FROM DANIEL F. MCCARTHY AND NORTHWESTERN UNIVERSITY RECORDED JUNE 14, 1974 AS DOCUMENT 22751843, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.
7. 30 FOOT FRONT YARD SETBACK AS CREATED BY CONDITION OF ORDINANCE OF VACATION DATED AUGUST 16, 1976 AND RECORDED NOVEMBER 1, 1976 AS DOCUMENT 23694669.
8. COVENANTS AND RESTRICTIONS CONTAINED IN ORDINANCE VACATING RIGHT OF WAY AND APPROVING SITE PLAN DATED AUGUST 16, 1976 AND RECORDED NOVEMBER 1, 1976 AS DOCUMENT 23694669.
9. COVENANTS AND RESTRICTIONS CONTAINED IN ORDINANCE VACATING RIGHT OF WAY AND APPROVING SITE PLAN DATED AUGUST 16, 1976 AND RECORDED JANUARY 20, 1977 AS DOCUMENT 23794805.
10. GRANT DATED MARCH 23, 1977 AND RECORDED MAY 10, 1977 AS DOCUMENT 23920330 TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY FOR ELECTRIC AND TELEPHONE FACILITIES, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

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11. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 5 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT. (B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

4826-3253-1235, v. 2

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office