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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 1600845006 Fee: \$70.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/08/2016 08:39 AM Pg: 1 of 16

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 03-28-200-022-0000

Address:

Street: 631 N. Rolling Lane

Street line 2:

City: Arlington Heights

State: IL

ZIP Code: 60004

Lender: MB Financial Bank, N.A.

Borrower: Brian T. Nix, or successor, as trustee under that Brian T. Nix 2008 Revocable Trust dated 08/27/2008

Loan / Mortgage Amount: \$17,000,000.00

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

Certificate number: 4356FBCB-3EBC-49A4-B492-94C17B308006

Execution date: 11/30/2015

X
16

NT

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Bennett L. Cohen
 Cohen, Salk & Huvard, P.C.
 630 Dundee Road, Suite 120
 Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:

Seina Marchan, Loan Coordinator
 MB Financial Bank, N.A.
 6111 N. River Road – 9th Floor
 Rosemont, Illinois 60018

Deal # 33158
 11270652001

JUNIOR MORTGAGE AND ASSIGNMENT OF LEASES

THIS JUNIOR MORTGAGE AND ASSIGNMENT OF LEASES (hereinafter referred to as this "Mortgage") is made as of November 20, 2015 between BRIAN T. NIX, OR SUCCESSOR, AS TRUSTEE UNDER THE BRIAN T. NIX 2008 REVOCABLE TRUST, DATED 08/27/2008 (the "Mortgagor"), with a mailing address at 651 N. Rolling Lane, Arlington Heights, Illinois 60004, and MB FINANCIAL BANK, N.A. successor in interest to Cole Taylor Bank ("Mortgagee"), with a mailing address at 6111 N. River Road, Rosemont, Illinois 60018;

WHEREAS, Mortgagee has extended a Seventeen Million and 00/100 Dollar (\$17,000,000.00) revolving line of credit loan (such loan and all future extensions, renewals, amendments, refinancings, modifications, consolidations and conversions thereof or thereto, collectively herein called the "Revolving Loan") to LABOR SOLUTIONS, LLC, an Illinois limited liability company ("LS"), LABOR SOLUTIONS OF WISCONSIN, LLC, a Wisconsin limited liability company ("LSW"), LABOR SOLUTIONS - STAFF RIGHT, LLC, an Illinois limited liability company ("LSSR"), ACTION MANAGEMENT GROUP, LLC, an Illinois limited liability company ("AMG"), and LABOR SOLUTIONS OF ARKANSAS, LLC, an Arkansas limited liability company ("LSA") (LS, LSW, LSSR, AMG and LSA shall collectively herein be called the "Borrowers" and singularly, a "Borrower"); and

WHEREAS, the Revolving Loan is evidenced by that certain Renewal Revolving Note dated July 2, 2015 in the principal amount of \$17,000,000.00 executed by the Borrowers and payable to the order of the Mortgagee on the maturity date set forth in the such Renewal Revolving Note (such note and all future extensions, renewals, amendments, refinancings, modifications, consolidations and conversions thereof or thereto, collectively hereinafter called the "Revolving Note"); and

WHEREAS, the Revolving Loan is governed by and secured by, among other documents, that certain Loan and Security Agreement dated as of March 5, 2010 by and among the Borrowers as co-

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borrowers and the Mortgagee as lender (such agreement, as amended, modified or restated from time to time, the "Loan Agreement"), the terms of which are incorporated herein by reference; and

WHEREAS, to induce the Mortgagee to continue to make advances to the Borrowers under the Revolving Loan, the Mortgagor has agreed to execute and deliver this Mortgage to the Mortgagee to secure the payment of the Revolving Loan and all other Secured Obligations (as hereinafter defined);

WHEREAS, the term "Secured Obligations" as used herein shall collectively mean and include all of the following indebtedness, obligations and liabilities: (a) the payment of all principal, interest, late charges, and all other sums due and to become due under the Revolving Note and under all future extensions, renewals, amendments, refinancings, modifications, consolidations and conversions thereof or thereto, (b) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, including, without limitation, all expenses and charges, legal or otherwise, including reasonable attorneys' fees, paid or incurred by the Mortgagee in realizing upon or protecting or defending this Mortgage, the Mortgaged Premises or the indebtedness secured hereby (and including, without limitation, any expenses, fees, disbursements or other costs incurred by Mortgagee under Section 5 and Section 13 below); (c) the performance of Mortgagor's covenants and agreements under this Mortgage and (d) the payment of all other indebtedness or liabilities now or hereafter owed by the Borrowers to the Mortgagee under the Loan Agreement;

NOW, THEREFORE, to secure the payment and performance of (i) the Revolving Note and all future extensions, renewals, amendments, refinancings, modifications, consolidations and conversions thereof or thereto, and (ii) all of the other Secured Obligations, Mortgagor does hereby GRANT, ALIENATE, MORTGAGE, WARRANT, CONVEY AND ASSIGN to Mortgagee, its successors and assigns, the real estate described in Exhibit A attached hereto and incorporated herein by reference, being situated in the County of Cook, State of Illinois; and

TOGETHER WITH (1) all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging; and together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning, electrical, sprinkler systems, plumbing, water, light, power, refrigeration and ventilation; communication and electronic monitoring equipment, tanks, pumps and together with any other fixtures, equipment, machinery or other personal property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment thereof; (2) all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining the Mortgaged Premises (as hereinafter defined); (3) all rents, issues, proceeds and profits accruing and to accrue from the Mortgaged Premises and all right, title and interest of Mortgagor in and to any and all leases approved by Mortgagee now or hereafter on or affecting the Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof, and all renewals, extensions and substitutions thereof (all of the foregoing collectively, the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Mortgagee given to Mortgagor to collect the rents to be paid pursuant thereto, provided Mortgagor shall not be in default hereunder; and (4) all

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proceeds heretofore or hereafter payable to Mortgagor by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to the insurance policies hereinafter described and awards and other compensation heretofore or hereafter payable to Mortgagor for any taking by condemnation or eminent domain proceedings of all or any part of the Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damage. (said real estate and all of the above collectively referred to herein as the "Mortgaged Premises");

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns forever, provided, however, that if and when all principal, accrued interest and other amounts outstanding on the Revolving Note and all other Secured Obligations shall be paid in full and discharged, and Mortgagor shall perform all of the terms, covenants and agreements contained herein, then this Mortgage shall be released upon the written request and expense of Mortgagor.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the full unqualified right to mortgage, grant and convey the Mortgaged Premises; that the Mortgaged Premises are unencumbered except for that certain Mortgage dated July 24, 2015 executed by Mortgagor in favor of the Mortgagee and recorded against the Mortgaged Premises on July 30, 2015 as Document No. 1521108276 in the office of the Recorder of Deeds of Cook County, Illinois (the "Senior Mortgage"), and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements and restrictions of record existing on the date hereof, approved by Mortgagee. This Mortgage is made expressly subject and subordinate, in all respects, to the lien and provisions of the Senior Mortgage.

As provided in Section 8 hereinbelow, the total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of Seventeen Million and 00/100 Dollars (\$17,000,000.00), plus interest thereon, and any disbursements made by Mortgagee for the payment of taxes, special assessments, or insurance on the Mortgaged Premises, or to protect the Mortgaged Premises or the lien of this Mortgage, with interest on all such disbursements calculated at the default rate set forth in the Revolving Note (the "Default Rate"), and all costs of collection and of foreclosing this Mortgage, including reasonable attorneys' fees.

THIS MORTGAGE SHALL SERVE AS PUBLIC NOTICE TO ALL CREDITORS AND OTHER PERSONS THAT THE REVOLVING NOTE MAY BE EXTENDED, RENEWED, REFINANCED, AMENDED, MODIFIED, CONSOLIDATED OR CONVERTED, IN WHOLE OR IN PART, FROM TIME TO TIME HEREAFTER, AND THAT IT IS THE EXPRESS INTENTION OF THE MORTGAGOR AND THE MORTGAGEE THAT THE MORTGAGE SHALL AUTOMATICALLY SECURE PAYMENT OF ALL SUCH EXTENSIONS, RENEWALS, REFINANCINGS, AMENDMENTS, MODIFICATIONS, CONSOLIDATIONS AND CONVERSIONS, WITHOUT THE NECESSITY OF RECORDING ANY SUBSEQUENT MODIFICATION OF THIS MORTGAGE.

MORTGAGOR HEREBY FURTHER COVENANTS TO MORTGAGEE AND AGREES AS FOLLOWS:

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1. Mortgagor hereby agrees: (a) to pay when due all indebtedness owed by Mortgagor (excluding indebtedness owed by Borrowers) under the terms of this Mortgage; (b) not to commit or permit to exist any waste of the Mortgaged Premises (non-payment of taxes or cancellation of insurance shall each constitute waste) and to keep the Mortgaged Premises in good condition and repair; (c) to keep the Mortgaged Premises free of any mortgage, trust deed, assignment of leases and rentals, security agreement, mechanic's lien, or other lien or encumbrance (except this Mortgage and the Senior Mortgage); (d) not to suffer or permit unlawful use or any nuisance to exist upon the Mortgaged Premises; (e) not to remove or demolish any part of the improvements of a structural nature which would adversely affect the value of the Mortgaged Premises; (f) not to abandon the Mortgaged Premises; (g) to pay when due any indebtedness or liability which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the Mortgaged Premises equal or senior in priority to this Mortgage; (h) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon the Mortgaged Premises; (i) immediately after destruction or damage to all or any part of the Mortgaged Premises to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the Mortgaged Premises unless Mortgagee elects to apply the proceeds of insurance to the Secured Obligations as hereinafter provided; (j) to comply with all laws, regulations, rulings, ordinances, orders and all other requirements imposed by any governmental or other competent authority and with all restrictions, covenants and conditions relating to the Mortgaged Premises or to the use of thereon; (k) that no construction shall hereafter be commenced upon the Mortgaged Premises unless the plans and specifications for such construction have been submitted to and approved in writing by Mortgagee to the end that such construction shall not, in the reasonable judgment of the Mortgagee entail prejudice of the Secured Obligations and this Mortgage; and (l) that if the Mortgaged Premises are now or hereafter located in an area which has been designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 (as amended from time to time) and regulations issued under it (collectively, the "Act"), the Mortgagor will keep the Mortgaged Premises covered for the duration of the loan evidenced by the Revolving Note by flood insurance up to the maximum limit of coverage available under the Act.

2. Mortgagor shall keep the Mortgaged Premises continuously insured for the benefit of Mortgagee, until the Secured Obligations shall be paid in full and discharged, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of lightning, windstorm, malicious mischief, vandalism and other extended coverage hazards, for full replacement value, and such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies and renewals must be acceptable to Mortgagee, must provide for payment to the Mortgagee in the event of loss, must require thirty (30) days notice to the Mortgagee in the event of nonrenewal or cancellation, must be written by insurers acceptable to Mortgagee and have such monetary limits as Mortgagee shall require, and must be delivered to the Mortgagee. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee, then the Mortgagee at its option may have the insurance written or renewed and pay the premiums for the account of Mortgagor. In the event of loss or damage, the

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proceeds of the insurance shall be paid to the Mortgagee alone. No loss or damage shall itself reduce the outstanding Secured Obligations. All casualty policies shall contain a standard mortgagee clause naming Mortgagee as "Mortgagee and Loss Payee" and a Lender's loss payable endorsement in favor of Mortgagee. If requested by Mortgagee, Mortgagor shall also provide a Comprehensive General Liability Policy naming Mortgagee as an "Additional Insured", written by an insurer acceptable to Mortgagee and having such monetary limits as Mortgagee shall require.

3. In the event of any loss or damage sustained by casualty for which insurance policies are in effect, the Mortgagee is authorized to adjust, compromise and collect all claims thereunder without the consent of the Mortgagor and to execute and deliver on behalf of Mortgagor all necessary proofs of loss, receipts, vouchers, releases and such other documents as shall be required by the insurers to be executed. At the election of Mortgagee, the proceeds of any insurance may be applied to the reduction of the Secured Obligations, whether or not then due, or may be applied to the cost of building or restoring of buildings and improvements on the Mortgaged Premises, or may be applied to both purposes in such proportion as the Mortgagee shall determine. That part of the Mortgaged Premises so damaged or destroyed shall be repaired or rebuilt, in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and all life, safety and environmental regulations, laws, ordinances (including zoning), rules and regulations of governmental authorities having jurisdiction thereover, so as to be as similar, as is reasonably possible, to the condition which existed prior to such casualty.

4. Mortgagor shall pay all general real estate taxes, special taxes, special assessments, water and sewer charges and all other taxes and charges on the Mortgaged Premises before any charge for nonpayment attaches or accrues, and shall furnish the Mortgagee, upon written request by Mortgagee, with the original or duplicate receipts therefor. If Mortgagor shall desire to contest any tax or special assessment, to avoid default under this Mortgage, Mortgagor shall pay such tax or assessment in full in the manner provided by law.

5. If Mortgagor fails to perform any of Mortgagor's obligations under this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Mortgaged Premises (including, but not limited to, a lien priority dispute, eminent domain, condemnation, code enforcement, insolvency, bankruptcy or probate proceedings), then Mortgagee, at its sole option, may make appearances, disburse sums and take any action it deems necessary to protect its interest (including, but not limited to, the disbursement of reasonable attorneys' fees and paralegals' fees, the entry upon the Mortgaged Premises to make repairs, the full or partial payment of principal or interest on prior encumbrances, the payment of delinquent taxes and insurance premiums and the purchase, discharge or settlement of any tax lien or any other prior lien or claim, or the redemption from any tax sale or forfeiture affecting the Mortgaged Premises or the contest of any tax or assessment). All monies paid or incurred by Mortgagee in connection therewith including costs and reasonable attorneys' fees and any other monies advanced by Mortgagee to protect the Mortgaged Premises shall be so much additional indebtedness secured hereby and shall be immediately due and payable by Mortgagor together with interest at the Default Rate.

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6. In the event that the Mortgaged Premises or any part thereof is taken by condemnation, Mortgagee is hereby empowered to collect and receive any awards resulting therefrom ("Awards"), which shall, at the election of Mortgagee, be applied to the payment of the Revolving Note or any other Secured Obligations, or on account of rebuilding or restoring that part of Mortgaged Premises not so taken or damaged. If Mortgagee elects to permit the use of Awards for rebuilding or restoration of the Mortgaged Premises, the Mortgaged Premises shall be so rebuilt or restored in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and applicable laws, so as to be as similar, as is reasonably possible, to the condition which existed prior to condemnation. In the event the Awards are insufficient to pay for all costs of rebuilding or restoration, Mortgagor shall deposit with Mortgagee an amount equal to such excess costs prior to any disbursement.

7. To further secure payment of the Revolving Note, all other Secured Obligations, and performance of all of the terms, covenants, conditions and agreements contained herein, Mortgagor hereby sells, assigns and transfers to Mortgagee all of her right, title and interest in and to all Leases and rentals, issues, proceeds and profits now due and which may hereafter become due pursuant thereto, it being the intention hereby to establish an absolute transfer and assignment thereof to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee her agent, in her name and stead (with or without taking possession of the Mortgaged Premises), to rent, lease or let all or any part of the Mortgaged Premises to any party or parties, at such rental and upon such terms as Mortgagee shall, in its discretion, determine and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every Lease or any other tenancy existing or which hereafter exists on the Mortgaged Premises, with the same rights and powers and subject to the same rights and powers as Mortgagor would have. If no Event of Default under this Mortgage has occurred, Mortgagor shall have the right to collect all of the rents arising from Leases or renewals thereof. Upon an occurrence of an Event of Default, Mortgagee, at any time or times thereafter, may notify any and all of the tenants of the Leases that the Leases have been assigned to Mortgagee and Mortgagee may direct said tenants thereafter to make all rentals and payments due from tenants under the Leases directly to Mortgagee and shall have the right to enforce the terms of the Leases and obtain payment of and collect the rents, by legal proceedings or otherwise in the name of the Mortgagor. Mortgagor will at all times deliver to the Mortgagee duplicate originals or certified copies of all leases, agreements and documents relating to the Mortgaged Premises and, following an Event of Default that remains uncured, shall permit access by the Mortgagee to her books and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right to inspect the Mortgaged Premises at all reasonable times, upon reasonable advance notice, and access thereto shall be permitted for that purpose.

8. This Mortgage is given to and shall secure not only all existing Secured Obligations, but also future advances (including, without limitation, all advances now or hereafter made under the Revolving Note which constitute "revolving credit" indebtedness under Section 205/4.1 of Chapter 815 of the Illinois Compiled Statutes), and this Mortgage secures all such advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extent as if future advances were made on the

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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 such indebtedness and future advances from the time this Mortgage is filed for record in the office of the recorder of the county where the Mortgaged Premises described herein are located. The total amount of indebtedness that may be so secured may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed Seventeen Million and 00/100 Dollars (\$17,000,000.00) of principal, plus interest thereon, and any disbursements by Mortgagee made for the payment of taxes, special assessments or insurance on the Mortgaged Premises, or to protect the Mortgaged Premises or the lien of this Mortgage, with interest on such disbursements, and all costs of collection, including reasonable attorneys' fees.

9. If Mortgagor shall transfer, convey, alienate, pledge, hypothecate or mortgage the Mortgaged Premises or any part thereof, Mortgagee, at its option, may accelerate the maturity of the Revolving Note and declare it to be due and payable forthwith.

10. This Mortgage shall constitute a security agreement between Mortgagor and Mortgagee with respect to that portion of the Mortgaged Premises constituting property or interests in property, whether real or personal, including any and all sums deposited by Mortgagor and held by Mortgagee which are subject to the priority and perfection provisions of the Uniform Commercial Code. Therefore, to secure payment of the Revolving Note and all other Secured Obligations, Mortgagor hereby grants to Mortgagee a security interest in the Mortgaged Premises and in all such deposits and agrees that, upon an Event of Default, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

11. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but does hereby waive the benefit of such laws. **MORTGAGOR WAIVES AND RELEASES ALL RIGHTS OF HOMESTEAD EXEMPTION IN THE MORTGAGED PREMISES, WHETHER ARISING UNDER STATE, FEDERAL, OR LOCAL LAW.**

12. Any one or more of the following shall constitute an event of default ("Event of Default") hereunder: (a) default in the payment, when due, (whether by lapse of time, acceleration or otherwise) of the principal of or interest on the Revolving Note or of any of the other Secured Obligations; or (b) default for more than ten (10) days after written notice thereof is sent to Mortgagor in the observance or compliance with any other covenant, warranty, term or provision of this Mortgage, or of any other instrument or document securing the Revolving Note or any of the other Secured Obligations or otherwise relating thereto, including without limit, the Loan Agreement; or (c) any representation or warranty made by Mortgagor herein or by Mortgagor in any other instrument or document securing the Revolving Note or relating thereto or in any statement or certificate furnished by it pursuant hereto or thereto proves to be untrue or misleading in any material respect as of the date of issuance or making thereof; or (d) the Mortgaged Premises or any part thereof, shall be assigned, sold, transferred or conveyed, whether voluntarily or involuntarily, by

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operation of law or otherwise; or (e) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the Mortgaged Premises or any part thereof or to place the holder of such indebtedness or its representative in possession thereof; or (f) Mortgagor becomes insolvent or bankrupt or admits in writing his inability to pay his debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of his property or such a trustee, custodian or receiver is appointed for Mortgagor or for the major part of the properties of Mortgagor and is not discharged within thirty (30) days after such appointment, or bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy laws or laws or other statute, law or regulation for the relief of debtors are instituted by or against Mortgagor and if instituted against Mortgagor are consented to or acquiesced in or are not dismissed within thirty (30) days after such institution, or Mortgagor takes any action in contemplation of or furtherance of any of the foregoing; or (g) there shall be any execution, attachment or levy on the Mortgaged Premises not stayed or released within thirty (30) days; or (h) any event occurs or condition exists which is specified as an event of default in the Loan Agreement or in any other instrument or document (including, without limitation, any other mortgage) securing the Revolving Note or relating thereto, and such event of default shall not be cured within the applicable grace or cure period specified therein (if any); or (i) any financial or other information submitted by Mortgagor to Mortgagee proves untrue in any material respect; or (j) the Mortgaged Premises are abandoned; or (k) Mortgagor shall die or become incompetent; or (l) if Mortgagee fails at any time to have a legal, valid, binding and enforceable second priority mortgage lien on the Mortgaged Premises or any portion thereof, subject only to the lien of the Senior Mortgage; or (m) if any guarantor of the Revolving Note shall terminate, repudiate or revoke or disavow any of his obligations under his guaranty thereof or breach any of the terms of such guaranty or shall die or become incompetent.

13. When any Event of Default has occurred 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 of the adequacy of the security for the Revolving Note) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements: (a) Mortgagee may, by written notice to Mortgagor, declare the Revolving Note and all other Secured Obligations, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind; (b) 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 Illinois Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Illinois Uniform Commercial Code; (c) 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 manner permitted under Section 5/15-1701 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. (as amended or restated from time to time or any replacement statute, the

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"Act") or any other applicable law; (d) Mortgagee shall, as a matter of right, without giving bond to Mortgagor or anyone claiming by, under or through Mortgagor, 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 of all or any part of the Mortgaged Premises and 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 (and such receiver shall apply the net income received by the receiver in accordance with the last paragraph of this Section 13); (e) Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained on or about the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee his true and lawful attorney-in-fact for his and in his name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagee hereunder shall be a good receipt and a quitance against Mortgagor to the extent so made) and to apply same to the reduction of the Secured Obligations. The right to enter and take possession of the Mortgaged Premises and use any personal property thereon, to manage, operate and conserve 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 expense (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Mortgagor promises to pay upon demand together with interest at the Default Rate in effect at the time such costs are incurred. Mortgagee shall not be liable to account to 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 becomes vacant or is 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 hereby secured payable upon demand with interest thereon at the Default Rate in effect at the time such costs are incurred.

In any suit or proceeding 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 the Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title,

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title searches and examinations, title insurance policies, and similar data and assurance with respect to title, as the 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 in this Section 13 mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceedings affecting this Mortgage, the Revolving Note or the Mortgaged Premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate. If the Mortgaged Premises consist of multiple parcels, Mortgagee, in its sole and absolute discretion, may elect to foreclose on less than all of the parcels.

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

If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Section 13 any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

Without limiting the generality of the foregoing, all expenses incurred by Mortgagee which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Secured Obligations secured by this Mortgage and/or by the judgment of foreclosure.

The proceeds of any foreclosure sale of the Mortgaged Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this Section 13; Second, all other items which, under the terms hereof, constitute Secured Obligations additional to that evidenced by the Revolving Note, with interest on such items as herein provided; Third, to interest and any premium remaining unpaid upon the Revolving Note and any other fees and sums; Fourth, to the principal remaining unpaid upon the Revolving Note; and lastly, any overplus to the Mortgagor, and her heirs and personal representatives, as their rights may appear. Mortgagee may obtain a judgment against Mortgagor for any deficiency remaining in the Secured Obligations due to Mortgagee after application of all amounts received from such foreclosure sale.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Premises by the Mortgagee.

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Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Mortgaged Premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of the Mortgagor at the time of application for such receiver, and without regard to the then value of the Mortgaged Premises or whether the same shall be then occupied as a homestead or not; and the Mortgagee hereunder or any holder of the Revolving Note may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Mortgaged Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Premises during the whole of said period, the court may, from time to time, authorize the receiver to apply the net income from the Mortgaged Premises in his hands in payment in whole or in part of: (a) the Secured Obligations or the indebtedness secured by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

14. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Revolving Note and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

15. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by Mortgagee to or of any breach or default by Mortgagor in the performance by Mortgagor of any obligations contained herein shall be deemed a consent to or waiver by Mortgagee of such performance in any other instance or any other obligation hereunder. The failure of Mortgagee to exercise either or both of its remedies to accelerate the maturity of any of the Secured Obligations and/or to foreclose the lien hereof following any Event of Default hereunder, or to exercise any other remedy granted to Mortgagee hereunder or under applicable law in any one or more instances, or the acceptance by Mortgagee of partial payments of such indebtedness shall neither constitute a waiver of any such Event of Default or of Mortgagee's remedies hereunder or under applicable law nor establish, extend or affect any grace period for payments due under the Revolving Note, but such remedies shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may at Mortgagee's option be rescinded by written acknowledgment to that effect by Mortgagee and shall not affect Mortgagee's right to accelerate maturity upon or after any future Event of Default.

16. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Revolving Note or the other Secured Obligations.

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17. Mortgagor acknowledges that the proceeds of the Revolving Note will be used for business purposes and that the Revolving Note and this Mortgage are exempt from limitations upon lawful interest, pursuant to the terms of Section 205/4 of Chapter 815 of the Illinois Compiled Statutes.

18. If by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Revolving Note, the Mortgagor shall pay such tax in the manner required by such law.

19. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or three (3) business days after mailing by United States certified mail, return receipt requested, first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagor or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions hereof.

20. This Mortgage was executed and delivered in, and except as otherwise specifically stated in any given section or subsection hereof, shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

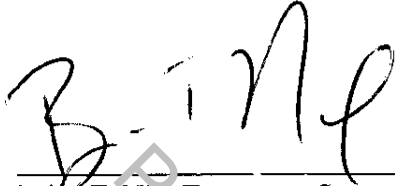
Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; provided, however, that if any part hereof shall be prohibited by or invalid thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Mortgage. Whenever the context so requires, the neuter gender includes the masculine and feminine, the masculine and feminine gender shall be used interchangeably, the single number includes the plural, and vice versa, and in particular the word "Mortgage" shall be so construed.

21. 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 heirs, executors, administrators, successors, vendees and assigns of such parties, whether so expressed or not. In addition, all covenants, promises and agreements of Mortgagor herein shall be binding upon any other parties claiming any interest in the Mortgaged Premises under Mortgagor. In addition, the term "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the Secured Obligations or any part thereof, whether or not such persons shall have executed the Revolving Note or this Mortgage.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

MORTGAGOR:



Brian T. Nix, Trustee, or Successor, as
Trustee under the Brian T. Nix 2008
Revocable Trust, dated 08/27/2008

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EXHIBIT A

Legal Description

THE WEST 27.14 FEET OF LOT 1 TOGETHER WITH THE EAST 157.86 FEET OF LOT 6 AS MEASURED ON THE NORTH LINE THEREOF IN KEHE'S FAIRWAY ACRES, A SUBDIVISION OF WEST ½ OF NORTHEAST ¼ OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 03-28-200-022-0000

Address: 631 N. Rolling Lane, Arlington Heights, IL 60004

Property of Cook County Clerk's Office