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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1623710080 Fee: \$102.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/24/2016 12:16 PM Pg: 1 of 33

Report Mortgage Fraud
800-532-8785

GT 16013730LFE LHM 7013

Property of Cook County Clerk's Office

The property identified as:

PIN: 17-06-400-058-1001

Address:

Street: 1959 W Division Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60622

Lender: Armed Forces Bank, N.A.

Borrower: JPM West Division, LLC

Loan / Mortgage Amount: \$1,100,000.00

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.

SY
P 33
S
SON
INT

Certificate number: 8C0DFB13-9B8C-418C-AA43-744E55EE98FD

Execution date: 7/26/2016

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After Recording, Return To:
 Jay T. Shadwick
 11040 Oakmont
 Overland Park, Kansas 66210
 (913) 498-3536

MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT ("Mortgage") is made as of July 26, 2016, by **JPM West Division, LLC**, a Delaware limited liability company ("Borrower" or "Mortgagor") to and for the benefit of **Armed Forces Bank, N.A.**, 1111 Main Street, Suite 1600, Kansas City, Missouri 64105 ("Lender" or "Mortgagee").

WHEREAS, This Mortgage is given to secure a loan to Borrower in the amount of **\$1,100,000.00** ("Loan"), and, in connection therewith, Borrower has issued, executed and delivered to Lender a certain Promissory Note in the same amount and of even date herewith ("Note"), together with interest thereon at the rate provided for in the Note, and payable in the manner and at the times therein set forth; and

WHEREAS, This Mortgage also secures payment of unpaid balances of all advances by Mortgagee made for payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Mortgaged Premises, and any interest thereon.

WHEREAS, Borrower is executing and delivering this Mortgage for the purpose of securing the prompt and full payment and satisfaction of all of the following debts, liabilities, indebtedness and obligations of Borrower to Lender (collectively, the "Indebtedness"). (i) all sums of principal, interest, prepayment premiums, if any, costs, fees, charges, expenses and attorneys fees and other moneys due or to become due under the Note, this Mortgage, all other documents and instruments executed or to be executed in connection with the Loan and all extensions, renewals, increases, reductions, refinancing, amendments, consolidations, modifications or supplements from time to time of any of such documents and instruments (collectively, the "Loan Documents"), (ii) Borrower's performance and observance of, and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained in the Loan Documents, and (iii) all other debts, liabilities, indebtedness and obligations of Borrower to Lender of every kind and description, direct or indirect, absolute or contingent, joint, several, joint and several, primary or secondary, due or to become due, now existing or hereafter arising, regardless of how they arise or by what agreement or instrument, whether or not contemplated by the parties at the time of granting the liens and security interests under this Mortgage, and all obligations to perform acts and refrain from taking action, such as obligations to pay money including, without limitation, all interest, fees, charges and expenses.

WITNESSETH, That Borrower, in consideration of the debt hereinafter mentioned and created and in further consideration of the sum of \$1 to it paid by the said Lender, receipt of which is hereby acknowledged, does by these presents, irrevocably and absolutely give, grant, bargain, sell, convey, transfer, alienate, demise, release, deposit, pledge, assign, mortgage and warrant unto the said Lender, with mortgage covenants, all that estate as described in **Exhibit A** in and to that unit, lot, piece, parcel, or tract of land ("Land") with the buildings, structures and improvements now thereon or that may hereafter be erected thereon ("Improvements"), situate, lying and being in the **County of Cook, State of Illinois**, described on the attached Exhibit A, which is made a part hereof, and possession of said Land and Improvements are now delivered unto said Lender.

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Borrower, as further and additional security, hereby mortgages and pledges and grants a security interest in all items of personal property located on the above-described Land and Improvements and owned by Borrower which are not fixtures or appurtenances as described in the paragraph immediately below and which are used or useful in the operation of the interest of Borrower in the Land and Improvements, including all extensions, additions, improvements, betterments, renewals and replacements thereof now or to be constructed and located on the above described Land and Improvements including all other personal property hereafter acquired by Borrower and located on said Land and Improvements, including, without limitation, the personal property described on Exhibit B attached hereto and made a part hereof, including replacements of the above described mortgaged personal property so described and acquired after the date of this Mortgage, it being understood that the lien granted herein shall continue in force until the Note secured hereby is paid in full. All of the foregoing mortgaged personal property shall hereinafter be defined as "Personal Property".

TOGETHER WITH all fixtures and appurtenances ("Fixtures"), the same being defined hereinafter as all articles of property which are or shall be in some manner annexed or attached to the above described Land and Improvements or which are adapted to the proper use of and or placed within such Improvements, including, but not limited to, all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures now or hereafter located in, upon or under said Land and Improvements or any part thereof and used or usable in connection with any present or future operation of said Land or Improvements, including, but not limiting the generality of the foregoing, all heating, water, light, air conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing and plumbing fixtures, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, fork lifts or similar equipment, shades, awnings, screens, storm doors and windows, gas and electric fixtures, mantels, built-in mirrors, cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, shrubbery and plants, and all other goods and property which may be included within the definition of fixtures and appurtenances described above in that they are in some manner annexed and attached to the above described Land or are adapted to the proper use of any or all improvements erected on such Land or are placed within such Improvements; and all of the above goods and property described immediately above, by virtue of such annexation and adaptation, are and shall at all times be deemed Fixtures and an accession to the freehold and a part of the Land described above.

TOGETHER WITH all estates and rights of Borrower in and to the above-described Land, Improvements, Personal Property and Fixtures and all buildings, structures, improvements, access rights, easements, rights of way or use, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to Borrower or to the Land, Improvements, Personal Property and Fixtures.

TOGETHER WITH all rents, issues, profits and avails now due or which may hereafter become due under and by virtue of any leasing, whether written or verbal, or any letting of, or any agreement for the use or occupancy of the above-described Land or Improvements or any part thereof which may have been heretofore or may be hereafter made or agreed to by Borrower.

AND TOGETHER WITH any and all awards made to Borrower and any future owners of the premises by any governmental or other lawful authorities for the taking or damaging by eminent domain all of the whole or any part of the premises, including any costs for any changes of grade of streets.

TO HAVE AND TO HOLD THE SAME FOREVER unto Lender, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and all the estate, right, title and interest of said Borrower in and to the said described Land, Improvements, Personal Property and Fixtures and the streets and alleys adjoining or adjacent to the same (all of which said Land, Improvements, Personal Property, Fixtures and additional security as described above may hereinafter sometimes be referred to as the "Premises"), and Borrower for itself, its successors and assigns, does covenant with Lender, its successors and assigns, that it is lawfully seized of the Premises and has good

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right to sell and convey the same; that Borrower owns marketable fee simple title to the Premises; that the Premises are free from all encumbrances, except items listed in the loan title policy issued to Lender; Lender, its successors and assigns, shall quietly enjoy and possess the Premises; and that Borrower will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

Without limiting the foregoing, the Borrower hereby grants to the Lender a security interest in all of its present and future "accounts", "equipment" and "general intangibles" (as such quoted terms are defined in the Uniform Commercial Code of the State of Illinois) and contract rights arising from or related to the Land and/or Improvements or the operation thereof, and the Lender shall have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by the Borrower to the Lender, all of the rights and remedies of a "secured party" under such Uniform Commercial Code. To the extent permitted under applicable law, this Deed of Trust shall be deemed to be a "security agreement" (as such quoted term is defined in such Uniform Commercial Code).

WHEREAS, the Note shall be paid at the office of Lender, 1111 Main Street, Suite 1600, Kansas City, Missouri 64105, or such other place as the legal holder of the said Note secured by this Mortgage may from time to time in writing designate, payable as set forth in said Note.

It being expressly agreed that the whole of said Indebtedness evidenced by the Note shall at the option of the holder of said Note become due and payable as provided therein after an Event of Default.

As long as the "Indebtedness Secured Hereby" (defined in Section 1.1 below), including future advances, does not exceed **\$1,100,000.00** (excluding accrued interest, whether or not added to principal, costs, fees, charges, and advances for the protection of the Premises and/or for other purposes authorized under this Mortgage), Borrower and Lender hereby agree that this Mortgage shall also secure, and constitute a first lien on the Premises with respect to all indebtedness or obligations of Borrower to Lender, including without limitation, any future additional advances as permitted by Illinois law, which Lender may hereafter make at any time while this Mortgage remains unreleased of record to, or for the benefit of Borrower, its successors or assigns or pursuant to any of the provisions of this Mortgage and the Note secured hereby. Provided, however, that the total amount secured by this Mortgage (excluding interest, costs, expenses, charges, fees, protective advances and indemnification obligations, all of any type or nature) shall not exceed an amount equal to 300% of the face amount of the Note. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

And Borrower does hereby covenant, promise and agree to and with Lender as follows:

ARTICLE I - COVENANTS, AGREEMENTS, WARRANTIES OF BORROWER

Borrower has agreed and does by these presents covenant and agree to perform and fulfill all of the provisions hereof and of the Note secured hereby, including specifically but without limiting the generality of the foregoing:

(1.1) Borrower will duly and punctually pay each and every installment of principal and interest on the Note and all other sums due hereunder (hereinafter the debts and obligations owed hereunder and under the Note shall be collectively and individually referred to as the "Indebtedness" or "the Indebtedness Secured Hereby", as and when the same shall become due, and shall duly and punctually perform and observe all of the covenants, agreements and provisions contained herein, in the Note and any other instrument given as security for the payment of the Note.

(1.2) Borrower will pay when due and before any penalty attaches all general and special taxes, ground rents, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever, whether or not assessed against Borrower, if applicable to the Premises or any

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interest therein, or the Indebtedness Secured Hereby, or any obligation or agreement secured hereby and will upon demand furnish to the Lender proof of the payment of any such taxes, assessments and charges; in the event that the Borrower has deposited in escrow sums required by the Lender under Paragraph (1.9) hereof, Borrower shall nevertheless be required to pay any deficiencies or amounts required in addition to the amounts so deposited in escrow to completely pay and discharge the obligations of Borrower for payment of such taxes, assessments, ground rents and other charges and assessments as hereinabove stated. The Borrower shall not be obligated to pay any income tax, profits tax, excise tax or other tax or charge that may be payable by the Lender, excepting only such which may be levied against such income expressly as and for a specific substitute for taxes on the Premises and then only in an amount computed as if Lender derived no income from any source other than its interest hereunder. In the event of a court decree or an enactment after the date hereof by any legislative authority having jurisdiction over the Premises of any law deducting from the value of real estate for the purposes of taxation any lien thereon or imposing upon a mortgagee (including beneficiaries of deeds of trust) the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgagee, or debts secured by mortgages or a mortgagee's interest in mortgaged premises, or the method of collecting taxes, so as to affect the Mortgage or the Note or Lender, then, in any such event, the entire Indebtedness Secured Hereby shall thereupon immediately become due and payable at the option of Lender, to the extent permitted under applicable law.

(1.3) Borrower shall not be required to pay, discharge or remove any tax, assessment, tax lien, imposition or charge upon or against the Premises, or any part thereof, or resolve any zoning or ordinance violations so long as Borrower shall not be in default and shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the tax, assessment, lien or imposition so contested and/or the sale of the Premises, or any part thereof, to satisfy the same; provided, that Borrower shall, prior to the date such tax, assessment, lien, imposition or charge is due and payable, have given such security as may be demanded by Lender to insure such payments and prevent any sale or forfeiture of the Premises by reason of such nonpayment. Any such contest shall be prosecuted by Borrower with due diligence and Borrower shall promptly after final determination thereof pay the amount of any such taxes, assessments, liens, impositions or charges so determined, together with all interest and penalties which may be payable in connection therewith. Notwithstanding the provisions of this Section 1.3, Borrower shall (and if Borrower shall fail so to do, Lender may, but shall not be required to) pay all such taxes, assessments, liens, impositions or charges notwithstanding such contest if in the opinion of Lender the Premises shall be in jeopardy or in danger of being forfeited or foreclosed. Any such payments made by Lender may be made out of any escrows held by Lender pursuant to this Mortgage, and if such escrows be insufficient for these purposes any sums expended by Lender in excess of such escrows shall be so much additional Indebtedness Secured Hereby and shall be due and payable on demand together with interest thereon at the rate specified in the Note.

(1.4) Borrower shall keep all Improvements in good and substantial repair and tenable condition; shall pay any debt, claim or other charge or repairs or improvements that may have been made or may hereafter be made on, or which may become a lien against the Premises or any part thereof, and, except as expressly permitted herein, not to permit any lien or encumbrance of any kind which may be or become superior to this Mortgage, to accrue or remain on the Premises or any part thereof; and if any law or ordinance requires or shall hereafter require the demolition of any portion of any building remaining on said Premises after a partial loss by fire before the same may be rebuilt, Borrower shall keep said Lender insured against loss by reason of the cost of such demolition, reasonable wear and tear and damage by fire only excepted, hereby granting to said Lender in the event of foreclosure full authority as attorney irrevocable of Borrower (i.e. power of attorney) to cancel such insurance and retain the return premiums thereof.

(1.5) Borrower shall not permit or suffer any strip or waste of the mortgaged Premises, nor permit or suffer any violation of any law, ordinance, governmental rule or regulation affecting the same or the use thereof; and Borrower agrees to pay all sums, including costs and attorney fees which the said Lender may incur in any proceedings to prevent the commission of waste.

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(1.6) Borrower shall retain in full force and effect and not allow to lapse or be revoked any licenses issued by any agency to Borrower for the operation by Borrower of any business on the Premises described herein.

(1.7) Borrower shall perform and observe all the obligations imposed upon it under any leases of the Premises described herein and shall not do or permit to be done anything to impair the security thereof, and in the event of a default in this Mortgage, Borrower shall assign to Lender upon the demand of said Lender any and all leases of the Premises described herein and also Borrower's rights under any subleases thereof and any and all rents and income from said leases or subleases, and for the purpose of making such assignments Borrower hereby grants the power and authority to and constitutes and appoints said Lender or such persons as may be designated by it, the attorney irrevocable of Borrower to make such assignments of then existing leases, and agrees that after such assignments Lender may modify and otherwise deal with all such leases or subleases with the same power and discretion which Lender would have if it were the owner, and free from any trust.

(1.8) Borrower shall not execute any lease on the Premises described herein or any part thereof providing for payment of rent for more than one (1) month in advance without the express consent in writing by Lender.

(1.9) Borrower shall deposit, with Lender, upon Lender's request, a sum sufficient to provide for payment of the annual charges for real estate taxes, including special assessments and any other charges against the Premises by governmental or quasi-governmental bodies (collectively, "Taxes") and annual insurance premiums on all policies required in Section 1.15 hereof (collectively, "Premiums") affecting the Premises, both as estimated by Lender, and thereafter Borrower shall deposit with Lender, together with and in addition to the monthly payments of principal and interest provided for in the Note, one-twelfth (1/12th) of the annual amount of said Taxes and one-twelfth (1/12th) of the annual amount of said Premiums, both as estimated by Lender, to be held by Lender and used to pay said Taxes and Premiums when the same fall due. In addition to the monthly escrow payments required above, Lender may require that Borrower deposit with Lender from time to time, funds in an amount sufficient to maintain with Lender an additional escrow balance in an amount not to exceed one-sixth (1/6th) of the annual Taxes plus one-sixth (1/6th) of the annual Premiums, both estimated by Lender, and Borrower agrees to deposit such funds with Lender within five (5) days after Lender's request. If at any time Lender estimates that the funds held for such purposes are insufficient Borrower shall upon demand pay such additional sums as Lender shall determine to be necessary to cover the next required payments for both Taxes and Premiums. Upon and during the continuance of an Event of Default hereunder, Lender may, at its option, apply the amounts described in this Section to the Indebtedness in such manner as Lender may elect, and Borrower shall immediately reimburse Lender for the amounts so applied. No interest shall accrue to Borrower upon any sums deposited with Lender pursuant to this Section. Borrower grants Lender a lien on and security interest in any account established with Lender, and all proceeds thereof, for maintenance of such escrow payments. **Notwithstanding the foregoing, Lender shall waive the requirement to deposit Taxes and Premiums so long as (1) Tenant (defined in Section 1.17) is responsible for paying such Taxes and Premiums under the Lease (defined in Section 1.17 below) and actually pays such Taxes directly to the taxing authority (and not as reimbursements to Borrower) and pays such Premiums in a timely manner, (2) Borrower promptly provides Lender with satisfactory evidence that all such Taxes and Premiums are paid when due, and (3) an Event of Default has not occurred hereunder.**

(1.10) Borrower shall pay on demand to said Lender, or said Lender may at its option add to the principal balance then due any sums advanced or paid by said Lender on account of any default of this Mortgage of whatever nature by Borrower for taxes, repairs, insurance or any sums paid by Lender, including attorney's fees in prosecuting, defending or intervening in any legal or equitable proceeding wherein any of the rights created by this Mortgage are in the sole judgment of Lender jeopardized or in issue, and Lender may apply to any of these purposes any sums paid hereunder by Borrower as interest or otherwise.

(1.11) Borrower shall remain liable upon the covenants herein and in any other instruments securing the Note and upon the Note secured hereby notwithstanding any forbearance, extension or other indulgence

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given by Lender to the Borrower or to any future owner of the Premises described herein or other person, notice of any such forbearance, extension or other indulgence being hereby expressly waived.

(1.12) Borrower agrees to appear in and defend any suit, action or proceeding that affects the value of the Premises, the Indebtedness Secured Hereby or the rights or powers of Lender and should Lender elect also to appear in or defend any such action or proceeding, or should Lender be made a party to such action by reason of this Mortgage, Borrower will, at all times, indemnify and on demand reimburse Lender from any and all loss, damage, expense or cost arising out of or incurred in connection with any such suit, action or proceeding, including costs of evidence of title and attorney's fees, and the sum of all such expenditures shall become so much additional Indebtedness Secured Hereby and shall be due and payable on demand together with interest thereon at the rate specified in the Note.

(1.13) Borrower agrees upon request by the Lender that it will execute and deliver such further instruments, and assurances and will do such further acts as may be necessary or proper to carry out more effectively the purposes 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. Borrower agrees to pay any recording fees, filing fees, stamp taxes or other charges arising out of or incident to the filing or recording of this Mortgage, such further instruments and assurances or the issuance and delivery of the Note.

(1.14) Borrower shall keep, at Borrower's expense, adequate records and books of account in accordance with generally accepted accounting principles. Borrower shall permit Lender, Lender's employees, agents, accountants, and attorneys, to examine and make extracts from Borrower's and any Guarantor's records and books at such reasonable times as Lender may request. If not already provided with the information provided by Guarantor under the Guaranty, Borrower shall provide, and shall cause any Guarantor to provide, Lender copies of Borrower's (and Guarantor's): (a) annual year-end financial statements, certified by Borrower and such Guarantor as true, accurate and complete, on or before April 30 of the immediately following year; (b) copies of Borrower's and Guarantor's filed federal income tax returns within fifteen (15) days after filing with the Internal Revenue Service, including copies of all schedules and attachments; (c) operating statement for the Premises; and (d) documents reflecting such other information regarding Borrower's and Guarantor's operations, business, affairs, and financial condition as Lender may require at any time, including without limitation, evidence supporting Borrower's and Guarantor's liquidity. Financial statements shall include at least a balance sheet dated as of the applicable year end, a profit and loss or income and expense statement for the most recent calendar year end, a statement of all contingent liabilities as of the date of the balance sheet, and all other financial information reasonably requested by Lender and available to Borrower, all in form and content reasonably satisfactory to Lender. If any company, business, or entity represents ten percent (10%) or more of Borrower's income or assets, the financial statements and the federal income tax returns of the company, business, or entity shall be attached to the affected statements. As used herein, the term "Guarantor" or "Guarantors" shall refer to the Guarantors described in the Note.

(1.15) Borrower agrees to maintain (or cause its Tenant to maintain) until the Indebtedness Secured Hereby has been paid in full all insurance policies to keep the Land, Improvements, Fixtures, Personal Property and appliances covered by this Mortgage now or hereafter on the Premises insured against loss by fire, lightning and such other risks customarily covered by Standard Extended Coverage endorsement together with a vandalism and malicious mischief endorsement or an all perils endorsement in an amount not less than the full replacement cost of all such improvements, including the cost of debris removal, and satisfactory to Lender; to provide Comprehensive General Public Liability insurance in amounts satisfactory to Lender; to provide, if the Premises are now or hereinafter determined to be in a "flood plain area" as defined by the Federal Insurance Administration pursuant to the Federal Flood Disaster Protection Act of 1973 (PL-93-234) or any similar agency or law, Federal Flood Insurance in maximum amounts obtainable up to the principal amount of the balance due under the Indebtedness Secured Hereby; to provide Rental Insurance coverage in an amount and term satisfactory to Lender; to provide, if there be any pressure-fired vessels within the Premises, Broad Form Boiler and Machinery Insurance on all Fixtures and objects customarily covered by such insurance and providing for the full repair and replacement cost coverage; and such other insurance as Lender may be determined to be needful, in such sums as Lender from time to time may

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determine, all of said insurance to name Lender as an insured under a standard mortgagee loss payable clause (New York Standard Clause) acceptable to Lender, with Lender and its successor or assigns to be named as the sole mortgagee, and to be from companies qualified to do business in the State of Illinois and satisfactory to Lender and containing clauses therein requiring thirty (30) days prior written notice of cancellation thereof to be given to Lender, and to deposit certificates and a photo copy of all such policies in a form acceptable to Lender with and made payable to Lender in case of loss. Borrower hereby irrevocably makes, constitutes and appoints Lender as its true and lawful attorney-in-fact and hereby authorizes Lender to take any and all action with respect to the insurance policies and proceeds which is necessary to protect Lender's interests, including without limitation, the full power and right to make proof of loss, to collect proceeds for Borrower and Lender, to settle and compromise claims or to appear in and prosecute any action to recover thereunder, and in Lender's discretion (but in accordance with Section 8.24 of this Mortgage) to apply the net proceeds therefrom after deducting all costs of collections, including attorneys' fees, in reduction of the indebtedness Secured Hereby or, the Lender may apply the net proceeds toward repair, reconstruction or restoration of the Premises. In event of foreclosure Lender is hereby authorized to assign each such policy to the transferee of said Premises hereby appointing said Lender attorney irrevocable so to do or, if Lender shall so elect, to cancel or transfer such insurance and to retain any premiums or proceeds and to apply same to the indebtedness Secured Hereby.

(1.16) Except for the substances disclosed on written reports previously disclosed to Lender:

(a) Neither the Borrower nor, to the best knowledge of the Borrower, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Premises or any part thereof or into the atmosphere or any watercourse, body of water or wetlands or any other real property legally or beneficially owned (or any interest or estate in which is owned) by the Borrower (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Borrower), and neither the Premises nor any part thereof has ever been used (whether by the Borrower or, to the best knowledge of the Borrower, by any other person) as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material. For purposes of this Agreement, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, state or local statute, law, ordinance code, rule, regulation, order or decree, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, asbestos or any substance or compound containing asbestos, or any other hazardous, toxic or dangerous, waste, substance or material.

(b) Borrower will not place, hold, locate or dispose of on, under or at the Premises or any part thereof or into the atmosphere or any watercourse, body of water or wetlands or any other real property adjacent to the Premises any Hazardous Material, nor will Borrower permit or cause any other person to do any of the aforesaid.

(c) Borrower hereby indemnifies the Lender and agrees to hold the Lender harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever for any occurrence that takes place prior to Lender, through a receiver or otherwise, taking possession of the Premises, including attorneys' fees, paid, incurred or suffered by, or asserted against, the Lender for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises or into or upon the land, the atmosphere, or any watercourse, body of water or wetland of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material).

(1.17) Borrower is the landlord under the Lease dated July 7, 2004 ("Lease") with JP Morgan Chase Bank, National Association ("Tenant"), successor in interest to Bank One, National Association.

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(1.18) Borrower hereby represents and warrants that the Premises is in full compliance with all federal, state or municipal laws, ordinances, rules and regulations currently in existence governing accessibility for the disabled or handicapped, including, but not limited to, the Architectural Barriers Act of 1968, the Rehabilitation Act of 1973, the Fair Housing Act of 1988, and the Americans with Disability Act of 1990, as any may be amended, as well as any other accessibility code, law or regulation in the **State of Illinois, the County of Cook, or the City of Chicago** and regulations and guidelines promulgated under any of the foregoing, as the same may be amended from time to time (the "Accessibility Laws"). Borrower shall comply with all Accessibility Laws now or hereafter in existence as they affect the Property and shall cause all tenants of the Premises to comply with all Accessibility Laws. Borrower shall jointly and severally indemnify Lender against, shall hold Lender harmless from, and shall reimburse Lender for, any and all claims, demands, judgments, penalties, liabilities, costs, damages and expenses incurred by Lender, including reconstruction, or modeling and rehabilitation costs, court costs and attorneys fees (prior to trial, at trial and on appeal), in any action, administrative proceeding or negotiates against or involving any of the Lender, resulting from any breach of the foregoing covenants of this paragraph, from the incorrectness or untruthfulness of any warranty or representation set forth herein, from a failure by Borrower to perform any of its obligations hereunder with respect to the Accessibility Laws, or from the breach of any Accessibility Law on or at the Premises, it being the intent of Borrower and Lender that Lender shall have no liability for damage or injury with respect to a breach of the Accessibility Laws as they concern or effect the Premises.

(1.19) Borrower represents and warrants to Lender that the proceeds of the obligations secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Borrower, and the entire principal obligation secured by this Mortgage constitute (i) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4(1)(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(l).

ARTICLE II - RIGHTS OF LENDER

Borrower has authorized and does by these presents hereby authorize Lender or the holder of the Note, after the failure of Borrower to so do any of the following within the time permitted under the Note or Loan Documents, to deduct from the loan such amounts as may be due as interest on the Note and to apply the same in payment and satisfaction thereof, but without any obligation upon the Lender or holder so to do:

(2.1) To pay all taxes and assessments, with interest, costs, penalties and charges accruing thereon, which may at any time be or become a lien on the Premises and that are due and owing described herein or any part thereof;

(2.2) To pay the premiums for any insurance required hereunder;

(2.3) To incur and pay expenses in protecting its rights hereunder and the security hereby granted; to enter upon the Premises and make repairs, procure insurance, and to pay any debt, claim or other charge which Borrower should have made, procured or paid (the receipt of the creditor or proper tax official being conclusive evidence of the amount, validity and fact of payment thereof);

(2.4) In the discretion of Lender after a default to pay any balance due under any security agreement on any article and fixtures included in or added to the Premises described herein and Borrower hereby covenants to notify Lender promptly of the existence of and the exact details of the said security agreement, and shall at any time at the express request in writing of Lender assign to Lender any and all right, title and interest that Borrower may have in and to any and all security agreements, and Borrower hereby grants the power and authority to and constitutes and appoints Lender or such persons as may be designated by it the attorney irrevocable of Borrower, if Lender shall so elect, to make such assignments;

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(2.5) If Borrower shall fail to comply with any of the covenants or obligations of this Mortgage, the Lender may, but shall not be obligated to, without further demand upon Borrower and without waiving or releasing Borrower from any obligations in this Mortgage contained, remedy such failure on the part of the Borrower, and the Borrower agrees to repay upon demand all sums incurred by the Lender in remedying any such failure together with interest thereon at the Default Rate as specified in the Note. All such sums, together with interest as aforesaid shall become so much additional Indebtedness Secured Hereby, but no such advance shall be deemed to relieve the Borrower from any failure hereunder. In making any payment authorized hereby Lender may after a default and in order to protect Lender's security do so without inquiry into the validity or amount of any such obligation;

(2.6) To add all amounts paid under the foregoing provisions to the principal sum secured hereby, all of said sums shall be immediately due and payable, shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the aforesaid Note and the Lender is hereby authorized to apply to any of these purposes or to the repayment of, any amount so paid by Lender any sums paid hereunder by Borrower as interest or otherwise;

(2.7) Nothing contained in this Mortgage shall constitute any consent or request by the Lender, express or implied, for the performance of any labor or services or for the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving the Borrower or any lessee under any leases any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would create any personal liability against the Lender in respect thereof or would permit the making of any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage;

(2.8) Borrower will permit the Lender's authorized representatives to enter the Premises at all reasonable times and hours for the purpose of inspecting the same; provided, the Lender shall have no duty to make such inspections and shall not incur any liability or obligation for making or not making any such inspections;

(2.9) Without affecting the liability of Borrower or any other party liable for payment of any Indebtedness Secured Hereby or performance of any obligation contained herein, and without affecting the rights of the Lender with respect to any security not expressly released in writing, the Lender may, at any time, and without notice to or the consent of Borrower or Guarantor (a) Release any person liable for payment of all or any part of the Indebtedness Secured Hereby or for performance of any obligation herein, (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness Secured Hereby or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof, (c) Resort to any chattel mortgages, pledges, contracts of guarantee, assignments of rents and leases or other securities, and exhaust any one or more of said securities and the security hereunder, either concurrently or independently and in such orders as it may determine.

Each right, power or remedy herein conferred upon the Lender is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising at law or in equity and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Lender and shall not be deemed a waiver of its right to exercise at any time thereafter any other right, power or remedy. No delay or omission by the Lender in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy or the right of the Lender to resort thereto at a later date or be construed to be a waiver of any default or event of default under this Mortgage or the Note; any agreement made by Borrower and Lender pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance; and the Borrower hereby waives to the full extent it may lawfully do so the benefit of any appraisal, evaluation, stay and extension laws now or hereinafter in force and all rights of marshalling. In the event of any foreclosure sale the Lender shall have the right to have the Premises sold as separate units or parcels.

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ARTICLE III - CONDEMNATION

Borrower has agreed and by these presents does covenant and agree that should the Premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or under right of eminent domain, the Lender shall be entitled to all compensation, awards, and any other payment or relief therefor, and shall be entitled at its own option to commence, appear in, and prosecute in its own name any action, or proceedings, or to make any compromise or settlement in connection with such taking or damage, to the extent that such compensation, awards or payment does not exceed the outstanding indebtedness. Provided, however, as long as an uncured Event of Default does not exist at the time the award is paid and the Lease is in full force and effect, Lender shall allow the condemnation award to be available to Borrower to meet its obligations under the Lease to restore and repair the Premises, if so required of Borrower under the Lease. Subject to limitations required by Illinois law, all such compensation, awards, damages, rights of action and proceeds are hereby assigned to said Lender, who may after deducting therefrom all its expenses, including attorney's fees, release any moneys so received by it or apply the same on any Indebtedness Secured Hereby and Borrower shall execute such further assignments of any compensation, awards, damages, rights of action and proceeds as Lender may require.

ARTICLE IV - NOTICES

Notices shall be in writing, either by hand delivery, overnight delivery or by registered or certified mail, return receipt requested, and the delivery or mailing of notices to the following addresses, or to such other place any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

(a) If to the Lender at its address at:

Armed Forces Bank, N.A.
1111 Main Street, Suite 1350
Kansas City, Missouri 64105
Attn: Director of National Commercial Real Estate Lending

(b) If to the Borrower at its address at:

JPM West Division, LLC
c/o Benjamin E. Nickoll, Manager
18 Titus Road, 2nd Floor
Washington Depot, Connecticut 06794

ARTICLE V – COVENANTS, REPRESENTATIONS AND REQUIREMENTS

(5.1) Borrower has agreed and by these presents does covenant and agree that the whole of said principal sum and the accrued interest thereon shall become due, at the option of Lender, upon failure of Borrower to comply with any law of the State of Illinois or with the requirements of any ordinance, condition, rule, regulation of any department of the city and county in which said Premises are situated relating to said Premises or any part thereof and which jeopardizes or threatens Lender's lien or interest in the premises.

(5.2) Borrower makes the following representations and agreements which Borrower warrants will remain true and correct and such representations and agreements will survive the closing and the making of any disbursements, it being understood and agreed that Lender shall have no obligation to make the Loan, or disburse or continue to disburse any monies under this Agreement unless Borrower's representations herein are true, and remain so, and Borrower's agreements herein have been carried out and completed as they become due:

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(a) Any entity which acquires title to the Premises and assumes Borrower's obligations under this Mortgage shall be a limited liability company, lawfully existing and in good standing under the laws of the state of its organization, with the authority to conduct business in the State of Illinois. Borrower and any Guarantor have the authority and power to enter into this Mortgage and/or the relevant Loan Documents described in the Note executed or to be executed by such person or entity.

(b) So long as any part of the Loan is outstanding, any present or future indebtedness of Borrower to an affiliate of Borrower, shall be subordinate and secondary to the Loan. Neither Borrower nor any Guarantor may incur any indebtedness or increase any existing indebtedness to or with an affiliate after the date of this Mortgage without Lender's prior written consent. Borrower shall cause all affiliates having indebtedness owed to them by Borrower to execute such standard subordination agreements as Lender may request from time to time to carry out the provisions of this Section. Borrower shall inform Lender of any indebtedness owed to an affiliate now existing or hereafter acquired.

(c) The performance by Borrower of this Mortgage and the Loan Documents will not result in any breach of, or constitute a default under, any mortgage, lease, loan or credit agreement, agreement, contract, articles of organization, operating agreement, or other instrument to which Borrower, a member or manager of Borrower, or any Guarantor is a party or by which it or any of its assets may be bound or affected.

(d) Borrower and each Guarantor shall not voluntarily or involuntarily dissolve, cancel or terminate its legal existence or change the state of its organization, as the case may be. Borrower shall remain in good standing under the laws of the state of its organization. Borrower and each Guarantor will do all things necessary to preserve and keep in full force and effect its existence, rights and franchises and continue to conduct and operate its business and no liquidating distributions shall be made until payment in full of the Loan. Borrower also will maintain, preserve and protect all franchises and trade names and keep all properties which are used in the conduct of its business in good repair and operating condition and will from time to time make, all needful and proper repairs, renewals, replacements, betterments and improvements thereto so that the business carried on in connection therewith may be properly and advantageously conducted at all times in all material respects. Borrower and each Guarantor has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower or any Guarantor. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **NONE**.

(e) Borrower warrants and represents that there is no action, suit, investigation or proceeding pending or, to the knowledge of Borrower, threatened against or affecting Borrower or any Guarantor or any properties or rights of Borrower or any Guarantor which involves the possibility of any final judgment or liability which may result in a material adverse change in the business or condition, financial or otherwise, of Borrower or any Guarantor and that Borrower or any Guarantor is not in default with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court or governmental entity having jurisdiction over it.

(f) Borrower and each Guarantor have filed all tax returns required to be filed with the United States or any state or political subdivision thereof or other taxing authority to which they are known to be subject, and have paid or will timely pay all taxes, interest and penalties which have or may become due pursuant to said returns or provided adequate resources for the payment thereof.

(g) All financial statements of Borrower and Guarantor delivered to Lender fairly represent in a consistent manner the respective financial conditions of Borrower and each Guarantor.

(h) No material adverse change has occurred in the financial conditions or prospects of Borrower and Guarantor since the effective date of the last financial statements provided to Lender, and no such material adverse change is imminent or anticipated.

(i) Neither Borrower nor any Guarantor have filed or have had filed against it a petition for any of the following and no such filing is imminent or anticipated: (1) The appointment of a receiver of all or part of its

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property; (2) The appointment of an assignee for creditors; (3) Bankruptcy or insolvency; or (4) The liquidation or winding up of its affairs under the proceedings of any federal or state insolvency laws.

(5.3) Borrower warrants and represents that Borrower is not engaged principally, or as one of its material activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) and no part of the Loan proceeds will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying margin stock. Borrower further warrants and represents that neither Borrower nor any agent acting on its behalf has taken or will take any action which might cause this Agreement or any of the Loan Documents to violate any regulation of the Board of Governors of the Federal Reserve System, including without limitation, Regulations G, L, O, T, U and X, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, or the State Banking Commissioner as in effect now or as the same may hereafter be in effect.

(5.4) Requirements for Office of Foreign Assets Control ("OFAC").

(a) No loan funds will be used for any illegal activity.

(b) None of any stockholder, director, officer, general or limited partner, manager, member or management agent of Borrower or any Guarantor is a Prohibited Person, and no Person who owns an equity interest in or has the ability to control any of the foregoing is a Prohibited Person.

(c) To the best of Borrower's knowledge, no person, nor any owner of any limited liability company, partnership, or corporation with an ownership interest in Borrower or any Guarantor, is owned or Controlled by a Prohibited Person.

(d) None of any stockholder, director, officer, general or limited partner, manager, member or management agent of Borrower or any Guarantor, is engaging in transactions or has dealings with a Prohibited Person or Sanctioned Country in violation of any Requirements of Law or is otherwise in violation of any Requirements of Law relating to Anti-Money Laundering, terrorism, embargoes or sanctions.

(e) Borrower has implemented procedures, and will consistently apply those procedures throughout the term of the Loan, to ensure the foregoing representations and warranties remain true and correct during the term of the Loan.

(f) Each stockholder, director, officer, general or limited partner, manager, member or management agent of Borrower or any Guarantor shall comply with all Requirements of Law relating to Anti-Money Laundering, terrorism, embargos and sanctions, now or hereafter in effect. Without limiting the foregoing, each stockholder, director, officer, general or limited partner, manager, member or management agent of Borrower or any Guarantor will not: (i) permit a Prohibited Person to own an equity interest in or Control Borrower or any stockholder, director, officer, general or limited partner, manager, member or management agent of Borrower or any Guarantor; or (ii) engage in transactions or have dealings with a Prohibited Person or a Person known by the Borrower, after reasonable inquiry, to be owned or Controlled by a Prohibited Person.

(g) Upon the Lender's request from time to time during the term of the Loan (but no more than two (2) times during any calendar year), the Borrower shall certify in writing to the Lender that the representations, warranties and obligations under this Section remain true and correct and have not been breached. The Borrower shall notify the Lender immediately in writing if Borrower learns that any of such representations, warranties or covenants are no longer true or have been breached or if Borrower has a reasonable basis to believe that they may no longer be true or have been breached. In connection with such an event, Borrower shall comply with all Requirements of Law and directives of Governmental Authorities and, shall provide to the Lender copies of all notices, reports and other communications exchanged with, or received from, Governmental Authorities relating to such an event. The Borrower shall also reimburse the Lender for any expense incurred by the Lender in evaluating the compliance with all

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Requirements of Law applicable to the Borrower or the Lender as the result of the existence of such an event and for any penalties or fines imposed upon the Borrower or Lender as a result thereof.

(h) For purposes of this Section the following terms shall have the meanings as set forth below:

(i) **"Anti-Money Laundering Laws"** means those laws, regulations and sanctions, state and federal, criminal and civil, that (a) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (c) require identification and documentation of the parties with whom a Financial Institution conducts business; or (d) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the Patriot Act, the Bank Secrecy Act, the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

(ii) **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through ownership of voting securities, beneficial interests, by contract or otherwise. The definition is to be construed to apply equally to variations of the word "Control" including "Controlled," "Controlling" or "Controlled by."

(iii) **"Governmental Authority"** means any nation or government, any state or other political subdivision thereof, and any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to such government.

(iv) **"OFAC List"** means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the Office of Foreign Assets Control ("OFAC") pursuant to any Requirements of Law, including, without limitation, embargo, sanctions or other prohibitions of United States law, regulation or Executive Order of the President of the United States. The OFAC List is accessible through the internet website www.treas.gov/ofac/11sdn.pdf.

(v) **"Person"** means an individual, partnership, limited partnership, limited liability limited partnership, corporation, Limited Liability Company, business trust, Joint Stock Company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

(vi) **"Prohibited Person"** means any Person identified on the OFAC List or with whom a U.S. citizen or entity organized under the laws of a state in the United States may not engage in transactions or have dealings with by any Requirements of Law, including, without limitation, embargo, sanctions or other prohibitions of United States law, regulation or Executive Order of the President of the United States, including without limitation those countries listed in 15 C.F.R. Parts 738 and 746.

(vii) **"Requirements of Law"** means (a) the organizational documents of an entity, and (b) any law, regulation, ordinance, code, decree, treaty, ruling or determination of an arbitrator, court or other Governmental Authority, or any Executive Order issued by the President of the United States, in each case applicable to or binding upon such Person or to which such Person, any of its property or the conduct of its business is subject including, without limitation, laws, ordinances and regulations pertaining to the zoning, occupancy and subdivision of real property.

(viii) **"Sanctioned Country"** means any country or government thereof subject to embargoes or sanctions under the Requirements of Law. These currently include, but are not limited to, Cuba, Iran, Iraq, Libya and Rwanda.

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(5.5) Borrower agrees to comply with any and all reasonable requirements of Lender hereafter made by Lender from time to time during the period this Mortgage is in force and while any indebtedness is owed by Borrower to Lender, and Borrower agrees to make, execute and deliver to Lender any and all further instruments, documents and agreements reasonably required by Lender in connection therewith; provided, however, that no such actions required by Lender shall increase, modify or change Borrower's obligations under the Note or under the Loan Documents. Upon the written request of Lender (but no more than once per calendar quarter), Borrower shall provide Lender with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in the Loan Documents are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under the Loan Documents.

(5.6) Lender shall have the right to participate with one or more other banks or lending institutions in making the Loan referred to herein, and Lender shall have the right to assign, in whole or in part, its rights and interests in and to this Loan and the Loan Documents to such other participating banks or lending institutions. Said banks or lending institutions so participating shall have all of the rights and interests of Lender according to their respective participations or their participating agreements with Lender. Upon receipt of notice of the identity and address of each such participant and request of Lender, Borrower shall thereafter immediately supply such participants with the same information and reports communicated to Lender. In connection with any sales or attempted sales of one or more participations in the Loan, Lender shall have the right to provide financial and other information and documents concerning the Borrower, any Guarantor, any affiliate, and the Loan to the prospective participants, and Borrower for itself and the Guarantors and affiliates waives any right to financial privacy concerning any such disclosures. Borrower waives any and all notices of sale of participation interests, all notices of any repurchase of such participation interests and all notices of issuance of notes or securities which are in whole or in part collateralized by this Loan. Borrower waives all rights of offset or counterclaim that it may have now or later against any issuer of notes or securities, or against any purchaser of such a participation interest and unconditionally agrees that such issuer or purchaser may enforce Borrower's obligations under the Loan irrespective of the failure or insolvency of Lender or any holder of any interest in the Loan, and irrespective of any personal claims, counterclaims or defenses that Borrower may have against Lender.

(5.7) If the Note is ever mutilated, destroyed, lost or stolen, Borrower will deliver to Lender in substitution therefor a new promissory note(s) containing the same terms and conditions as the Note with a notation thereon of the unpaid principal and accrued but unpaid interest. Borrower shall be furnished with reasonably satisfactory evidence of the mutilation, destruction, loss or theft of the Note, and also such security or indemnity as may be reasonably requested by Borrower; provided, however, that if the Lender is a banking institution, a savings and loan association, a savings bank, a life insurance company, or other financial institution whose loans are regulated by an agency of the United States or the state of its domicile, an unqualified indemnity from the Lender shall be deemed to be satisfactory security and indemnification. Borrower shall, if requested by Lender, fully cooperate and adjust or correct for clerical errors, any or all Loan Documents, if deemed necessary or desirable in the sole discretion of Lender. If any of the Loan Documents misstate or inaccurately reflect the true and correct terms and provisions of the Loan and said misstatement or inaccuracy is due to unilateral mistake on the part of Lender, mutual mistake on the part of the Lender and Borrower or clerical error, then in such event, Borrower shall upon request by Lender and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Lender may deem necessary to remedy said inaccuracy or mistake. Failure of Borrower to initial or execute such documents as requested shall constitute a default under the Note and the other Loan Documents. Borrower agrees to comply with any such requests by Lender within 30 days from the date of mailing the request. Borrower shall assume all costs, including without limitation, legal fees, for failing to comply with correction requests in this time period.

(5.8) Borrower shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Lender all documents, and take all actions, reasonably required by Lender from time to time to confirm the rights created under the Loan Documents, to protect and further the validity, priority and enforceability of the Notes and Loan Documents, to subject to the Loan Documents any property of

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Borrower intended by the terms of any one or more of the Loan Documents to be encumbered by the Loan Documents, or otherwise carry out the purposes of the Loan Documents and the transactions contemplated thereunder; provided, however, that no such further actions, assurances and confirmations shall increase, modify or change Borrower's obligations under the Notes or under the Loan Documents.

(5.9) Borrower acknowledges and agrees that, except for modifications, extensions or renewals of Borrower's loan obligations reflected in a written instrument executed by Borrower and Lender, it shall not rely upon any oral discussions, promises, communications of any kind, or upon any conduct or course of dealing between Borrower and Lender, with respect to any modification, extension or renewal of Borrower's loan obligations. Lender shall not be subject to any oral or written promise to modify, extend or renew the loan obligations unless the terms of such modification, extension or renewal are set forth in a written instrument and signed by Borrower and Lender. Borrower acknowledges and agrees Lender has made no promise, representation or warranty to extend the Loan past its current maturity dates and that Borrower may not rely upon any course of dealing, oral representations, or expectation that Lender may extend or modify such Loans unless Lender agrees to do so in writing.

(5.10) During such time as the Note remains unpaid, Borrower covenants to and agrees with Lender that it will, and will cause any Guarantor to:

(a) Promptly inform Lender in writing of (1) all material adverse changes in Borrower's or any Guarantor's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor. Borrowers and Guarantors shall permit any employee, attorney, accountant or other agent of Lender to audit, review, make extracts from and copy any of its books and records (excluding client records and other records subject to confidentiality covenants) at any time during ordinary business hours, and to discuss Borrower's and each Guarantor's affairs with any of its directors, officers, managers, members or owners.

(b) Keep and maintain its books and records on a consistent basis, and permit Lender to examine and audit Borrower's and each Guarantor's books and records (excluding client records and other records subject to confidentiality covenants) at all reasonable times, and furnish such additional information and statements, as Lender may request from time to time.

(c) Maintain all licenses, permits, franchise agreements, privileges and rights necessary or desirable to operate Borrower's business and comply with all federal, state, and local laws and regulations concerning the operation of Borrower's and each Guarantor's business and immediately notify Lender in writing of any notice or citation charging Borrower or any Guarantor with material non-compliance.

(d) Comply with the requirements of applicable laws and regulations pertaining to the operation of its business, the non-compliance with which would materially and adversely affect the financial condition of Borrower and any Guarantor.

(e) Pay or discharge when due (1) all taxes, assessments and governmental charges levied or imposed upon it or upon its income or profits, upon any assets belonging to it (including the Collateral), prior to the date on which penalties attach, and (2) all federal, state and local taxes required to be withheld by it.

(5.11) During such time as the Loan remains unpaid, Borrower covenants to and agrees with Lender that it will not, and will not allow any Guarantor to:

(a) Allow, cause or permit any shares, membership interests, partnership interests, right to payments, dividends, distributions, or profits, or any other legal or equitable interest, right, title or claim in its own entity, or in any other Guarantor (hereinafter collectively the "Ownership Interest" or "Ownership Interests") to be pledged, encumbered, transferred, assigned, sold, conveyed, mortgaged, hypothecated, executed upon, seized, levied, garnished, terminated, revoked, exchanged, or foreclosed (individually or collectively a "Transfer") by or in favor of a party, entity, creditor, or person, other than Lender, without the prior written consent of Lender, which may be withheld or conditioned in Lender's sole discretion.

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Borrower may make reasonable distributions or dividends to its members in the ordinary course of business as long as no Event of Default exists hereunder.

(b) Allow or permit any change of any legal or equitable membership/partnership/ownership interests in Borrower or any Guarantor without the Lender's prior written consent, except for any change of any legal or equitable ownership interest (A) resulting from the death of a partner/member, (B) by a partner/member to a trust established by the partner/member for the benefit of the partner/member or any partner/member of such person's beneficiaries for estate planning purposes, subject however to the terms of the Note, or (C) permitted hereby, including paragraph (a) above in this subsection.

ARTICLE VI - EVENTS OF DEFAULT AND REMEDIES

(6.1) Subject to the applicable notice and cure periods described in the Note, it shall be an "Event of Default" under this Mortgage if:

(a) The Borrower shall fail to pay any principal or interest due under the Note within ten (10) days of when the same becomes due (whether at the stated maturity or at a date fixed for any installment payment or otherwise); or

(b) The Borrower shall fail to comply with or perform any of the terms, conditions or covenants of the Note or this Deed of Trust (subject to the notice and cure period described in the Note); or

(c) The Borrower or any of its principals shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition filed against it in any such proceedings, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or Guarantor or any material part of its properties, or shall not within 90 days after the appointment without the consent or acquiescence of the Borrower or Guarantor or a trustee, receiver or liquidator of the Borrower or any material part of its properties have such appointment vacated (or such events or filings occur with respect to any Guarantor); or

(d) Borrower shall suffer, consent or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage or other encumbrance or alienation of the Premises or any part thereof without the prior written consent of the Lender; or

(e) There shall be a default in the performance of any terms, conditions or covenants of any other instrument securing or executed in connection with the Note; or

(f) Borrower or any Guarantor shall be dissolved, wound up or fail to maintain its legal existence (or, if Borrower or any Guarantor is an individual, shall die or be adjudged incompetent); or

(g) The Lease is terminated or expires or Tenant declares a default by Borrower under the Lease; or

(h) Borrower or Tenant shall abandon the Premises; or

(i) Borrower shall sell, transfer, convey, pledge or encumber any or all of its membership interest without the prior written consent of Lender, which shall not be unreasonably withheld; however, the interest of a principal may be transferred by reason of death or for the purpose of syndication, business reorganization, or estate planning provided the principal affected by such syndication, business reorganization or estate planning shall at all times remain a principal of Borrower and a guarantor of the Note secured hereby; or

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- (j) Borrower shall be in default of any agreement, Lease, restrictive covenant, declaration, or mortgage encumbering the Premises; or
- (k) The Tenant files bankruptcy; or
- (l) The transfer, assignment, deed, lease, mortgage, lien or encumbrance of all or any portion of Borrower's legal or equitable interest in the Property without Lender's prior written consent; or
- (m) the death of Benjamin E. Nickoll (unless Benjamin E. Nickoll's estate ratifies his guaranty obligations, and (i) within 90 days after his death a replacement Guarantor satisfactory to Lender in its sole discretion executes a new Guaranty, or (ii) Borrower makes a principal reduction in an amount reasonably required by Lender (provided such payment shall not be subject to the prepayment premium in the Note as long as the payment is not more than the amount required by Lender), or (iii) Lender is provided with additional collateral to secure the Note satisfactory to Lender in its sole discretion); or
- (n) Benjamin E. Nickoll is no longer the Manager of Borrower; or
- (o) The modification, cancellation or termination of the Lease for any reason whatsoever; or the release of Tenant or any Guarantor of the Lease of any of their respective obligations under the Lease or the Lease Guaranty, without the prior written consent of Lender, which consent shall be in Lender's sole and absolute discretion; or
- (p) Any breach of any material term or condition by Borrower or Tenant of (1) the Subordination, Non-disturbance and Attornment Agreement; or (2) any other subordination, non-disturbance, attornment or similar instrument executed by Borrower, Tenant or any third party with respect to any portion of the Premises; or
- (q) Borrower fails to maintain its status as a single asset/special purpose entity, subject only to exceptions permitted in writing by Lender.

(6.2) Borrower agrees that should Lender or its assigns elect to collect said Note or any Indebtedness Secured Hereby by suit; or to foreclose this Mortgage through court or by filing and providing same as a claim in any Probate Court or in bankruptcy proceedings, then attorney's fees for collecting same shall be allowed and taxed with other costs. And it is expressly stipulated and agreed that the lien of this Mortgage shall extend to and include such expenses.

(6.3) If the Premises are sold under foreclosure or are otherwise acquired by the Lender after default, any remaining balance of the amounts on deposit with Lender pursuant to this Mortgage may be credited to the Indebtedness Secured Hereby as of the date of the commencement of foreclosure proceedings or as of the date the title to the Premises shall be otherwise acquired.

(6.4) (a) Upon the occurrence of an Event of Default, at the option of Lender:

(i) The entire Indebtedness, including without limitation, the unpaid balance of the principal, accrued interest and other sums under the Note, this Mortgage and the other Loan Documents shall immediately become due and payable without notice or demand to Borrower, and shall be recoverable by Lender immediately or at any time or times thereafter without stay of execution or other process;

(ii) Lender may institute an action of mortgage foreclosure, or take such other action as the law may allow, at law or in equity, for the enforcement and realization on the mortgage security or any other security which is provided for in this Mortgage or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of the Indebtedness, with interest, at the rates and pursuant to the methods of calculation specified in the Note and this Mortgage to the date of default

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and after said default at the highest rate provided in the Note together with all sums secured by this Mortgage, all costs of suit, interest at the highest rate specified in the Note on any judgment obtained by Lender from and after the date of any Sheriff's sale of the Premises (which may be sold in one parcel or in such parcels, manner or order as Lender shall elect) until actual payment is made by the Sheriff of the full amount due Lender, and an attorneys' reasonable commission for collection, without further stay, any law, usage or custom to the contrary notwithstanding;

(iii) Lender personally, or by its agents or attorneys, may enter into and upon all or any part of the Premises, and each and every part of the Premises, and may exclude Borrower, its agents and servants wholly from the Premises without liability for trespass, damages or otherwise and Borrower agrees to surrender possession to Lender on demand after the happening of any Event of Default; and having and holding the same, may use, operate, manage and control the Premises and conduct the business of the Premises, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, Lender, at the expense of Borrower from time to time, either by purchase, repairs or construction, may maintain and restore the Premises, whereof it shall become possessed as aforesaid, and likewise, from time to time, at the expense of Borrower may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements to the Premises as Lender may deem advisable; and in every such case Lender shall have the right to manage and operate the Premises and to carry on the business of the Premises and exercise all rights and powers of Borrower with respect to the Premises either in the name of Borrower or otherwise as it shall deem best; and Lender shall be entitled to collect and receive all rents and after deducting the expenses of conducting the business of the Premises and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for impositions, insurance and prior or other proper charges upon the Premises or any part of the Premises, as well as just and reasonable compensation for the services of Lender and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, Lender shall apply the moneys arising as aforesaid, first, to the payment of the sums due to Lender by Borrower under the Note when and as the same shall become payable, and second to the payment of any other sums required to be paid by Borrower under this Mortgage or the other Loan Documents;

(iv) Lender may, with the irrevocable consent of Borrower hereby given and evidenced by the execution of this Mortgage, forthwith obtain appointment of a receiver by any court of competent jurisdiction without further notice to Borrower and without the necessity of proving either the inadequacy of the security or the insolvency of Borrower or any other person legally or equitably liable for payment of the Indebtedness, which receiver shall, after such appointment, have the right and authority to enter upon and take possession of the Premises, including all personal property used upon or in connection with the Premises and all bank accounts containing funds associated with the Premises, and to let the Premises and receive all Rents, including accounts receivable, due or to become due, and apply the same after payment of all necessary charges and expenses, on account of the Indebtedness or otherwise as the court may direct. Such Rents are, in the event of such default which shall not have been cured or in the event of such foreclosure action, hereby assigned to Lender as additional security for the Indebtedness together with all Leases and all other documents evidencing Rents, bank accounts and any and all deposits held as security under all Leases. At the option of Lender, such entry and taking possession of the Premises by the receiver shall be accomplished either by actual entry and possession or by notice to Borrower;

(v) Lender shall have such rights and remedies in respect of so much of the Premises as may, under applicable law, be personal property, or any part thereof, as are provided by the Uniform Commercial Code and such other rights and remedies with

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respect to such personal property which it may have at law or in equity or under this Mortgage, including without limitation the right to take possession of the Premises wherever located and to sell all or any portion of the Premises at public or private sale, without prior notice to Borrower, except as otherwise required by law (and if notice is required by law, after ten (10) days' prior written notice), at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as Lender in its sole discretion may determine. Lender shall apply the proceeds of any such sale first to the payment of the reasonable costs and expenses incurred by Lender in connection with such sale or collection, including attorney's fees and legal expenses, second to the payment of the Indebtedness, whether on account of principal or interest or otherwise as Lender in its sole discretion may elect, and then to pay the balance, if any, as required by law. Upon the occurrence of any Event of Default, Borrower, upon demand by Lender, shall promptly assemble any equipment and fixtures included in the Premises and make them available to Lender at a place to be designated by Lender which shall be reasonably convenient to Lender and Borrower; and

(vi) Lender may sell any of the Premises, not specifically designated as personal property and subject to clause (v) above, in such a manner as it deems appropriate and in accordance with any applicable Legal Requirement. Lender shall apply the proceeds of any such sale first to the payment of the reasonable costs and expenses incurred by Lender in connection with such sale or collection, including reasonable attorney's fees and legal expenses, second to the payment of the Indebtedness, whether on account of principal or interest or otherwise as Lender in its sole discretion may elect, and then to pay the balance, if any, as required by law.

(b) Upon the occurrence of an Event of Default, Lender, in pursuance of the remedies set forth in this Section 6.4, or in addition to said remedies, (i) shall be entitled to resort to all collateral for the payment of the sums secured by this Mortgage in such order and manner as Lender may deem fit without impairing Lender's lien in, or rights to, any of such securities and without affecting the liability of any person, firm or corporation for the sums secured by this Mortgage, except to the extent that the Indebtedness secured by this Mortgage shall have been reduced by the actual monetary consideration, if any, received by Lender from the proceeds of such security; (ii) may in Lender's sole discretion, release for such consideration, or none, as Lender may require, any portion of the Premises without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage, or the priority of this Mortgage, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Indebtedness shall have been reduced by the actual monetary consideration, if any, received by Lender for such release; and/or (iii) may accept the assignment or pledge of any or all of that property included in the Premises which constitutes real property, or any proceedings to foreclose this Mortgage or the satisfaction of record of this Mortgage, the terms hereof shall survive as a security agreement with respect to the security interests created hereby and referred to above until the repayment or satisfaction in full of the other property in place of the Premises as Lender may require without being accountable for so doing to any other lien.

(c) Borrower hereby waives and releases (i) all errors, defects and imperfections in any proceedings instituted by Lender under this Mortgage, (ii) all benefit that might accrue to Borrower by virtue of any present or future laws exempting the Premises, or any part of the proceeds arising from any sale of the Premises, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment, (iii) all benefits that might accrue to Borrower from requiring valuation or appraisal of any part of the Premises levied or sold on execution of any judgment recovered for the Indebtedness, and (iv) all notices not elsewhere specifically required in this Mortgage of Borrower's default or of Lender's exercise, or election to exercise, any option under this Mortgage. Borrower further agrees to waive the issuance and service of process and to enter its voluntary appearance in any action, suit or proceeding brought in connection with any Event of Default and if required by Lender, to consent to the appointment of a receiver or receivers of the Premises and of all the earnings, revenues and Rents from the Premises. Borrower hereby expressly covenants not to hinder,

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delay or impede the execution of any power granted in this Mortgage or delegated to Lender, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

(d) In the event of any breach or threatened breach by Borrower of any of the covenants, agreements, terms or conditions contained in this Mortgage, Lender shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though other remedies were not provided for in this Mortgage.

(e) No recovery of any judgment by Lender and no levy of an execution under any judgment upon the Premises or upon any other property of Borrower shall affect in any manner or to any extent, the lien of this Mortgage upon the Premises or any part of the Premises, or any liens, rights, powers or remedies of Lender under this Mortgage, but such liens, rights, powers and remedies of Lender shall continue unimpaired as before.

(f) In the event that Lender shall have the right to foreclose this Mortgage, Borrower authorizes Lender at its option to foreclose this Mortgage subject to the rights, if any, of any tenants of the Premises, and the failure to make such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights will not be asserted by Borrower as a defense to any proceeding instituted by Lender to collect the Indebtedness or any deficiency remaining unpaid after the foreclosure sale of the Premises.

(6.5) At any foreclosure sale of the Premises and any other collateral securing payment in full of the Indebtedness may be offered for sale for one total price, and the proceeds of such sale may be accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Borrower hereby waiving the application of any doctrine of marshaling. Lender may sell the Premises and said other security in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the Premises and any other security not previously sold shall have been sold. If surplus proceeds are realized from a foreclosure sale, Lender shall not be liable for any interest thereon pending distribution of such proceeds by Lender.

(6.6) If Lender exercises any of the rights or remedies set forth herein, Lender shall not be deemed to have entered upon or taken possession of the Premises except upon the exercise of its option to do so, evidenced by its demand and overt act for such purposes, nor shall Lender be deemed a mortgagee in possession by reason of such entry or taking possession. Lender will not be liable to account for any action taken pursuant to any such exercise other than for rents actually received, nor be liable for any loss sustained by Borrower resulting from any failure to let the Premises, nor from any other act or omission of Lender, except to the extent such loss is caused by the willful misconduct of Lender. Borrower hereby consents to, ratifies and confirms the exercise by Lender of said rights and remedies and appoints Lender as Borrower's attorney-in-fact, which appointment shall be deemed to be coupled with an interest and is irrevocable for such purposes.

(6.7) It is the intent of Lender and Borrower that this Mortgage shall not merge into any judgment in the mortgage foreclosure or other judgment entered pursuant to this Mortgage or the Note and that all rights, remedies, covenants, obligations, and agreements in this Mortgage shall survive the entry of such judgments.

(6.8) **ILLINOIS MORTGAGE FORECLOSURE LAW.** It is the intention of Mortgagor (Borrower) and Mortgagee (Lender) that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 5/15-1101 et seq., and with respect to such Act, Mortgagor agrees and covenants that:

(a) Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, to the full extent permitted by law Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

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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 a Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Section 6.2 of this Mortgage 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 specifically in this Mortgage, shall be added to the indebtedness secured hereby and/or by the judgment of foreclosure.

(b) Wherever provision is made in this Mortgage 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 the 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.

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

(d) Mortgagor acknowledges that the Property does not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Act or residential real estate as defined in Section 5/15-1219 of the Act.

(e) Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Section 5/15-1601 of the Act or other applicable law or replacement statutes.

ARTICLE VII - UNIFORM COMMERCIAL CODE

(7.1) Borrower and Lender agree that this Mortgage shall constitute a security agreement within the meaning of the UCC with respect to all sums on deposit with the Lender with respect to insurance proceeds or condemnation proceeds ("Deposits") and with respect to any personal property and fixtures included in the definition herein of the word "Premises", including, without limitation, the property described on **Exhibit B** attached hereto and made a part hereof, which property may not be deemed to form a part of the real estate described in Exhibit A or may not constitute a "fixture" within the meaning of the UCC, and all replacements of such property, substitutions and additions thereto and the proceeds thereof, all such property being sometimes hereinafter collectively referred to as the "Collateral", and that a security interest in and to the Collateral and the Deposits is hereby granted to Lender and the Deposits and all of Borrower's right, title and interest therein are hereby assigned to Lender, all to secure payment of the Indebtedness and to secure performance by Borrower of the terms, covenants and provisions hereof. Upon the occurrence of an Event of Default under this Mortgage, Lender, pursuant to the appropriate provisions of the UCC, shall have the option of proceeding with respect to the Collateral in

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accordance with its rights and remedies with respect to the real property, in which event the default provisions of the UCC shall not apply. The parties agree that, in the event Lender shall elect to proceed with respect to the Collateral separately from the real property, ten (10) days' notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Lender shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Lender. Borrower agrees that, without the written consent of Lender, Borrower will not remove or permit to be removed from the Premises any of the Collateral except that so long as the Borrower is not in default hereunder, Borrower shall be permitted to sell or otherwise dispose of the Collateral, when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, upon replacing the same or substituting for the same other Collateral at least equal in value to the initial value to that disposed of and in such a manner so that said Collateral shall be subject to the security interest created hereby, and so that the security interest of Lender shall be first in priority, it being expressly understood and agreed that all replacements of the Collateral and any additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. Borrower shall, from time to time, on request of Lender, deliver to Lender an inventory of the Collateral in reasonable detail. Borrower covenants and represents that all Collateral, and all replacements thereof, substitutions therefor or additions thereto, unless Lender otherwise consents, now are and will be free and clear of liens (other than the lien of taxes not yet due or payable or taxes contested for which adequate bond or security has been provided as required under this Mortgage), encumbrances or security interests of others. Borrower shall, upon demand execute and deliver to Lender such financing statements and other documents in form satisfactory to Lender, and will do all such acts and things as Lender may at anytime, or from time to time, reasonably request or as may be necessary or appropriate to establish and maintain a first perfected security interest in the Deposits and Collateral, subject to no liens (other than the lien of taxes not yet due or payable), encumbrances, or security interests of others.

This Mortgage also constitutes a financing statement for the purpose of the UCC and shall constitute a "fixture filing" under such statutes and shall be filed in the real estate records of the County in which the Land is located. For such purpose the name and address of the debtor and the secured party are as set forth below:

Name and Address of Debtor:	JPM West Division, LLC c/o Benjamin E. Nickell, Manager 18 Titus Road, 2 nd Floor Washington Depot, Connecticut 06794
Address of Premises:	1959 W. Division Street Chicago, Illinois 60622
Name and Address of Secured Party:	Armed Forces Bank, N.A. 1111 Main Street, Suite 1600 Kansas City, Missouri 64105

This financing statement covers the Collateral. Some of the items or types of property comprising the Collateral are or are to become fixtures on the real property described in this Mortgage. Borrower is the record owner of the real property described herein upon which the foregoing fixtures and other items and types of property are located.

ARTICLE VIII - MISCELLANEOUS

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(8.1) It is further agreed that Lender, before sale hereunder, and the purchaser at sale hereunder, for further security, shall be subrogated to the lien, though released of record, of any prior encumbrance or vendor's lien on said Premises paid out of the proceeds of this loan.

(8.2) The Borrower further agrees that such expenses and fees as may be incurred in the protection of said Premises and the maintenance and execution of this Mortgage, including the fees of any attorney employed by the Lender for the collection of any and all of the Indebtedness Secured Hereby, or foreclosure by sale or court proceedings or in any other litigation or proceedings affecting said Premises, including any litigation to establish or preserve the lien of this Mortgage or its priority, shall be paid by the Borrower.

(8.3) No waiver by Lender of any covenant herein of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.

(8.4) If Borrower defaults in any of the covenants or agreements contained herein, or contained in said Note, then Lender may perform the same, and all expenditures made by Lender in so doing shall draw interest at the rate set forth in the Note secured hereby, and shall be repayable immediately and without demand, and together with interest and costs accruing thereon, shall be secured by this Mortgage.

(8.5) Borrower further covenants and agrees that all data, financial or otherwise, heretofore or hereafter furnished to Lender, is complete, true and correct in all material respects.

(8.6) Borrower further agrees and covenants that if a foreclosure under either any prior or junior mortgage or any junior lien of any kind on the within described Premises, or any part thereof, should be instituted, or in the event of any levy or sale upon execution or other proceedings of any nature whereby the owner of said Premises shall be deprived of owner's title or right of possession to said Premises or any part thereof, then in either event, said Lender may, at its option, immediately declare the entire Indebtedness and Note secured hereby due and payable and start such proceedings or take such action as Lender shall deem necessary to protect its interest in the Premises.

(8.7) In the event Borrower shall sell, convey, transfer or encumber the described Premises at any time subsequent to the date hereof, except such sale, conveyance, transfer or encumbrance made with written consent of the Lender, or if full possessory rights therein shall be transferred, the entire Indebtedness Secured Hereby, together with any advances secured hereby, shall at the option of Lender, become due and payable. The above provision shall apply to each and every sale, conveyance, transfer or encumbrance, whether voluntary, involuntary or by operation of law and regardless of whether Lender has consented or waived its rights, by action or nonaction, in connection with any previous sale, transfer, conveyance or encumbrance, whether one or more. In the event that Borrower or any subsequent owner or transferee of the Premises or of full possessory rights therein shall be a partnership, the sale, conveyance, transfer or encumbrance of a partnership interest shall be deemed the equivalent of a sale, conveyance, transfer or encumbrance of the Premises; likewise in the event that Borrower or any subsequent owner or transferee of the Premises or of full possessory rights therein shall be a corporation, the sale, conveyance, transfer or encumbrance of a controlling interest in such corporation shall be deemed to be the equivalent of a sale, conveyance, transfer or encumbrance of the Premises. The foregoing prohibition on transfer also applies to the transfer, pledge, assignment or conveyance to a third party of any member's, owner's, shareholder's, partner's or entity's rights to profits, losses, or distributions. Lender's consent hereunder shall not be unreasonably withheld.

(8.8) In the event the ownership of the Premises described herein or any part thereof becomes vested in a person other than Borrower, the Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Indebtedness Secured Hereby, and in the same manner as with Borrower, without in any way vitiating or discharging Borrower's liability hereunder or upon the Indebtedness Secured Hereby. Except as otherwise provided no sale of the Premises described herein and no forbearance on the part of said Lender and no extension, whether oral or in writing, of the time for the payment of the Indebtedness Secured Hereby, given by Lender, shall operate to release, discharge, modify, change or affect the original liability of the Borrower, either in whole or in part. In the event of a sale of the Premises, any such funds then on deposit with Lender automatically and without the nece-

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ssity of further notice or written assignment shall be transferred to and thereafter held for the account of the new owner, to be applied in accordance with this Mortgage.

(8.9) No waiver of any default or other indulgence shall be effective unless expressed in writing executed by Lender.

(8.10) Neither the exercise by Lender of any right or remedy herein given or reserved, nor delay or failure by Lender to exercise any such right or remedy, in case of one or more defaults, shall constitute a waiver thereof, or stop Lender thereafter from exercising the same or any other right or remedy at any time in respect of the same or any subsequent default or defaults. All such rights and remedies shall be cumulative and none shall be exclusive of the other or others or of any right or remedy now or hereafter given or allowed by law.

(8.11) When all Indebtedness Secured Hereby has been paid this Mortgage and all assignments herein contained shall be void and this Mortgage shall be released by the Lender at the cost and expense of the Borrower, otherwise to remain in full force and effect.

(8.12) This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Borrower and its heirs, administrators, representatives, successors and assigns including without limitation each and every from time to time record owner of the Premises or any other person having an interest therein and shall inure to the benefit of the Lender and its successors and assigns. Wherever herein the Lender is referred to such reference shall be deemed to include the holder from time to time of the Note whether so expressed or not and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereafter and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if each such from time to time holder is herein by name specifically granted such rights, privileges, options, benefits and is herein by name designated by the Lender.

(8.13) The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

(8.14) The Lease, rents, issues and profits of the Premises are hereby pledged as additional security for the Indebtedness Secured Hereby and Lender shall have the right, at any time after default in the payment of the Indebtedness Secured Hereby or in the performance of any of the terms, covenants and conditions of this Mortgage, without notice and without regard to the adequacy of security for the Indebtedness Secured Hereby and with or without the appointment of a receiver, to enter upon and take possession of the Premises and collect such rents, issues and profits, and apply the same less the cost of operation, maintenance and repair and collection, management and attorney fees, in reduction of any Indebtedness Secured Hereby in such order or proportion as Lender may determine.

(8.15) IT IS FURTHER MUTUALLY AGREED by and between the parties hereto that all notice to any party of the exercise of any and all options reserved by Lender pursuant to this Mortgage is hereby expressly waived.

(8.16) To the extent allowed by law, Borrower and any successor, transferee or assignee of the ownership of the Premises hereby waives all rights of redemption, homestead, moratorium or any rights pursuant to any stay or extension rights granted or permitted under or pursuant to the laws of the State of Illinois.

(8.17) Borrower represents that the Indebtedness is a business loan, transacted solely for the purpose of carrying on or acquiring the business of Borrower.

(8.18) The word "Lender" or "Holder" as used herein shall be construed as descriptive of Lender and of any subsequent holder or holders hereof; and all of the covenants and agreements of the Borrower herein contained shall be binding upon its successors and assigns and if the context so requires, "holder" and the pronouns referring to them shall be construed as plural, neuter, masculine or feminine.

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(8.19) This Mortgage and all the provisions hereof are to be governed, construed and enforced by and according to the laws and statutes of the State of Illinois without regard to conflict of law principles, provided that the laws of the State of Illinois shall govern as to the creation, priority and enforcement of liens and security interests in any property located in such state. Any legal suit, action or proceeding against Borrower arising out of this Mortgage may, at Lender's option, be instituted in any federal or state court in Jackson County, Missouri (to the extent enforceable), or in Cook County, Illinois, and Borrower waives any objections which it may now or hereafter have based on venue and/or forum non conveniens of any such suit, action or proceeding.

(8.20) Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and every mention of the Borrower or Lender shall include the heirs, executors, legal representatives, administrators, successors and assigns of the party so designated.

(8.21) All the terms, covenants and conditions hereby shall bind Borrower and its successors and assigns, jointly and severally, and shall inure to the benefit of and be available to the successors and assigns of Lender.

(8.22) Borrower acknowledges that Lender may and shall have the right to sell participation interests in this loan. Notwithstanding any such participation, Borrower need look only to Lender for any approvals required.

(8.23) BORROWER AND LENDER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER OR ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS MORTGAGE, THE NOTE, THE DEBT, THE RELATIONSHIP AMONG BORROWER AND LENDER OR THE PREMISES.

(8.24) If the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty, Borrower shall give Lender prompt written notice of the occurrence. All insurance proceeds on the Premises, and all causes of action, claims, compensation, awards and recoveries for any damage of all or any part of the Premises or for any damage or injury to it, or any loss or diminution in value of the Premises, are hereby assigned to and shall be paid to Lender. Lender shall apply any sums received by it under this Section first to the payment of all of its costs and expenses (including, but not limited to, legal fees and disbursements) incurred in obtaining those sums, and then, as follows:

(a) In the event that (x) the proceeds of insurance does not exceed fifty (50%) percent of the then outstanding secured indebtedness and (y) not more than fifty (50%) percent of the Improvements located on the Premises has been destroyed, then if:

(i) no default is then continuing hereunder or under any of the other Loan Documents and no event has occurred which, with the giving of notice or the passage of time or both, would constitute a default hereunder or under any of the other Loan Documents, and

(ii) the Premises can, in Lender's judgment, with diligent restoration or repair, be returned to a condition at least equal to the condition thereof that existed prior to the casualty or partial taking causing the loss or damage within the earlier to occur of (x) six (6) months after the receipt of insurance proceeds or condemnation awards by either Borrower or Lender, and (y) six (6) months prior to the stated maturity date of the Note, and

(iii) all necessary governmental approvals can be obtained to allow the rebuilding and re-occupancy of the Premises, and

(iv) there are sufficient sums available (through insurance proceeds or condemnation awards and contributions by Borrower, the full amount of which shall at Lender's option have been deposited with Lender) for such restoration or repair (including, without limitation, for any costs and expenses of Lender to be incurred in administering said restoration or repair) and for payment of

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principal and interest to become due and payable under the Note during such restoration or repair, and

(v) the economic feasibility of the Improvements after such restoration or repair will be such that income from their operation is reasonably anticipated to be sufficient to pay operating expenses of the Premises and debt service on the indebtedness secured hereby in full with the same coverage ratio considered by Lender in its determination to make the loan secured hereby, and

(vi) Borrower shall have delivered to Lender, at Borrower's sole cost and expense, an appraisal report in form and substance satisfactory to Lender appraising the value of the Premises as so restored or repaired to be not less than the appraised value of the Premises considered by Lender in its determination to make the loan secured hereby, and

(vii) Borrower so elects by written notice delivered to Lender within ten (10) days after settlement of the aforesaid insurance or condemnation claim, then, Lender shall, solely for the purposes of such restoration or repair, advance so much of the remainder of such sums as may be required for such restoration or repair, and any funds deposited by Borrower therefor, to Borrower in the manner and upon such terms and conditions as would be required by a prudent interim construction lender, including, but not limited to, the prior approval by Lender of plans and specifications, contractors and form of construction contracts and the furnishing to Lender of permits, bonds, lien waivers, invoices, receipts and affidavits from contractors and subcontractors in form and substance satisfactory to Lender in its discretion, with any remainder being applied by Lender for payment of the indebtedness secured hereby in whatever order Lender directs in its absolute discretion.

(b) In all other cases, Lender shall elect, in Lender's absolute discretion and without regard to the adequacy of Lender's security, sums paid to Lender by an insurer may be retained and applied by Lender, after deduction of Lender's reasonable costs and expenses of collection, toward payment of the secured indebtedness in such priority and proportions as Lender in its discretion shall deem proper (such application to be without payment of the prepayment penalty (as described in the Note), except that if a default has occurred, or an event with notice and/or the passage of time, or both, would constitute a default, then such application shall be subject to payment of the prepayment penalty computed in accordance with the Note, if any exists).

(8.25) (a) The parties agree that Borrower has substantial duties of performance apart from its mere financial obligations under this Mortgage, the Note and the other Loan Documents, and that parties other than the Borrower could not adequately and fully perform the covenants to be performed by Borrower in this Mortgage. The parties also agree that this Mortgage is an agreement for the making of loans and for the extending of debt financing or financial accommodations. No assumption of or assignment of this Mortgage shall be allowed in bankruptcy. Should an assumption of or assignment of this Mortgage be permitted in violation of this covenant, the parties agree that Lender will not have adequate assurance of performance unless and until Lender is allowed access to adequate financial and other information to satisfy itself that the trustee or proposed assignee is fully able to assume the financial and personal covenants of Borrower under this agreement, in full accordance its terms, and that sufficient collateral is pledged and sufficient bonds or letters of credit are posted by the trustee or proposed assignee to guarantee performance of such obligations. The parties further agree that the definition of the term "adequate assurance" as set forth in section 365(b)(3) of the Bankruptcy Code of 1978 shall be applicable directly or by analogy to any determination of adequate assurance in connection with this Mortgage.

(b) In the event Borrower becomes a debtor in bankruptcy, the debtor in possession or trustee shall not be permitted to use, sell or lease any of the Premises, whether or not in the ordinary course of business, without providing adequate protection to Lender. The parties agree that the language in Section 361 of the Bankruptcy Code of 1978 shall be the definition of the term "adequate protection" in connection with any use, sale or lease of the Premises. The cash payment referred to in that section shall mean the full payments required under the Note and all other Indebtedness which this Mortgage secures, plus payment representing the full replacement value of the Premises used, sold or leased; the replacement liens referred to in that section shall mean liens on property the actual market value of which is equal to or greater than the replacement cost of the Premises used, sold or leased; and the term "indubitable equivalent" as used in that

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section shall mean protection afforded by either grants of administrative expense priority, grants to Lender of ownership interests in a continuing business surviving the bankruptcy, or grants to Lender of protected securities issued by a continuing business surviving the bankruptcy, which completely compensate Lender for the loss of the present value (computed at the then market rate of interest for commercial loans) of its interest in the Premises. For purposes of computation, the value of the Premises shall be the actual market cost of replacement real estate in approximately the same location and condition as the Premises, and with similar improvements.

(c) The parties agree that because of the extreme financial importance to Lender of this transaction, Lender will be irreparably harmed by any stay of its collection efforts or the exercise of its remedies under this Mortgage.

(d) The parties agree that in the event a plan of reorganization is proposed under Chapter 11 of the Bankruptcy Code of 1978, the plan will be fair and equitable to Lender, as a secured creditor, only if Lender realizes under the plan the indubitable equivalence of its interests in the Premises. The term "indubitable equivalent" in such context shall have the same meaning as previously set forth herein.

(8.26) Borrower will protect, indemnify, save harmless and defend Lender from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lender by reason of (a) ownership of an interest in the Premises, (b) any accident or injury to or death of Persons or loss of or damage to or loss of the use of property occurring on or about the Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (c) any use, non-use or condition of the Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (d) any failure on the part of Borrower to perform or comply with any of the terms of this Mortgage, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof made or suffered to be made by or on behalf of Borrower, (f) any negligence or tortious act on the part of Borrower or any of its respective agents, contractors, lessees, licensees or invitees, or (g) any work in connection with any alterations, changes, new construction or demolition of the Premises. Borrower will pay and save Lender harmless against any and all liability with respect to any intangible personal property tax or similar imposition of the State in which the Premises is located or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by Lender in respect of this Mortgage or the indebtedness secured hereby. All amounts payable to Lender under this paragraph shall be payable on demand and shall be deemed Indebtedness secured by this Mortgage and any such amounts which are not paid within ten (10) days after demand therefor shall bear interest at the Default Rate (as defined in the Note) from the date of such demand. In case any action, suit or proceeding is brought against Lender by reason of any such occurrence, Borrower, upon request of Lender, as the case may be, will, at Borrower's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by Borrower and approved by Lender.

(8.27) Any property management agreement for the Premises entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics' or other lien rights that the property manager or anyone claiming by, through or under the property manager may have in any of the Premises shall be subject and subordinate to the lien of this Mortgage and shall provide that Lender may terminate such agreement at any time after the occurrence of an Event of Default hereunder. The failure of any such property management agreement to contain such provisions, however, shall not affect the superiority of this Mortgage. The Mortgage shall be superior in all respects to any and all mechanics' or other lien rights that the property manager or anyone claiming by, through or under the property manager may have in any of the Premises; Lender may terminate any such property management agreement at any time after the occurrence of an Event of Default hereunder. Any such property management agreement or a short form thereof, at Lender's request, shall be recorded with the Clerk of the Circuit Court of the county where the Premises are located. In addition, if any property management agreement in existence as of the date hereof does not contain a subordination provision, Borrower shall cause the property manager under such agreement to enter into a subordination of the management agreement with Lender, in standard recordable form, whereby such property manager

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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.

(8.28) This Mortgage and the Indebtedness secured hereby is for the sole purpose of conducting or acquiring a lawful business, professional or commercial activity or for the acquisition or management of real or personal property as a commercial investment, and all proceeds of such Indebtedness shall be used for said business or commercial investment purpose. Such proceeds will not be used for the purchase of any security within the meaning of the Securities Exchange Act of 1934, as amended, or any regulation issued pursuant thereto, including without limitation, Regulations G, T and X of the Board of Governors of the Federal Reserve System. This is a purchase money Mortgage where a seller is providing financing to a buyer for the payment of all or any portion of the purchase price. The Premises secured hereby is not a residence or homestead or used for mining, grazing, agriculture, timber or farming purposes.

(8.27) Unless Lender shall otherwise direct in writing, Borrower shall appear in and defend all actions or proceedings purporting to affect the security hereunder, or any right or power of the Lender. The Lender shall have the right to appear in such actions or proceedings. Borrower shall save Lender harmless from all costs and expenses, including but not limited to, reasonable attorneys' fees and costs, and costs of a title search, continuation of abstract and preparation of survey incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in and to which Lender may be or become a party by reason hereof. Such proceedings shall include but not be limited to condemnation, bankruptcy, probate and administration proceedings, as well as any other action, suit, proceeding, right, motion or application wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of this Mortgage or the Loan Documents or otherwise purporting to affect the security hereof or the rights or powers of Lender. All money paid or expended by Lender in that regard, together with interest thereon from date of such payment at the Default Rate (as defined in the Note) shall be additional Indebtedness secured hereby and shall be immediately due and payable by Borrower without notice.

(8.28) Unless Borrower provides Lender evidence of the insurance coverage required under this Mortgage, Lender may purchase insurance at Borrower's expense to cover Lender's interest in the Premises. The insurance may, but need not, protect Borrower's interest. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Premises. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Mortgage. If Lender purchases insurance for the Premises, Borrower will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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IN WITNESS WHEREOF, Borrower has executed these presents as of the day and year first herein written.

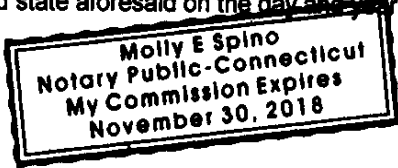
JPM West Division, LLC,
a Delaware limited liability company

By [Signature]
Benjamin E. Nickoll, Manager

STATE OF Connecticut)
COUNTY OF Litchfield) ss

On this 25 day of July, 2016, before me appeared Benjamin E. Nickoll, to me personally known, who, being by me duly sworn, did say that he is the Manager of JPM West Division, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company, and said Benjamin E. Nickoll acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.



[Signature]
Notary Public
Molly E. Spino
Print Name

My commission expires:

11-30-18

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EXHIBIT A

(Legal Description)

PARCEL 1:

COMMERCIAL UNIT 1959 TOGETHER WITH ITS UNDIVIDED 10.32 PERCENT INTEREST IN THE COMMON ELEMENTS IN D-SQUARED CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED OCTOBER 15, 2003 AS DOCUMENT 0328818054 AND RE-RECORDED MARCH 8, 2004 AS DOCUMENT 0406818155 AND AS AMENDED BY FIRST AMENDMENT RECORDED JULY 8, 2004 AS DOCUMENT 0419010078, IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNIT P-11 TOGETHER WITH ITS UNDIVIDED 0.22 PERCENT INTEREST IN THE COMMON ELEMENTS IN D-SQUARED CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED OCTOBER 15, 2003 AS DOCUMENT 0328818054 AND RE-RECORDED MARCH 8, 2004 AS DOCUMENT 0406818155 AND AS AMENDED BY FIRST AMENDMENT RECORDED JULY 8, 2004 AS DOCUMENT 0419010078, IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-06-400-0581001
17-06-400-058-1020

Cook County Clerk's Office

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EXHIBIT B

All the estate, right, title and interest of Borrower ("Debtor") in, to and under, or derived from:

1. **Land.** All those certain lot(s), piece(s) or parcel(s) of land more particularly described in Exhibit A, and all and singular the reversions or remainders in and to said land and the tenements, hereditaments, easements, rights-of-way or use, rights (including alley, drainage, crop, timber, logging and cutting, agricultural, horticultural, mineral, water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any such right, title, interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any way affecting other property and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land, all rights of ingress and egress by motor vehicles to parking facilities on or with said land, and all claims or demands of Debtor, either at law or in equity, in possession or expectancy, of, in or to the same (all of the foregoing hereinafter collectively called the "Land").

2. **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building material, building equipment and fixtures of every kind and nature now or hereafter owned by Debtor and located on the Land or attached to, contained in, or used in any such buildings, structures, facilities or other improvements (such fixtures collectively called the "Fixtures"), and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by Debtor or in which Debtor has or shall acquire an interest (all of the foregoing hereinafter collectively called the "improvements").

3. **Equipment.** All chattels and articles of personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, of every character and wherever situated, now or hereafter owned, constructed or acquired by Debtor or in which Debtor has or shall acquire an ownership interest, other than inventory, which is in any way belonging, relating or appertaining to, or located on the Land herein described or the buildings and Improvements now erected or to be erected thereon, or used or intended to be used in connection with the Land, which is used in the operation of the buildings and Improvements, situated thereon (the "Mortgaged Property"), or placed on any part thereof, though not attached thereto (all of the foregoing hereinafter collectively called the "Equipment").

Equipment shall include any and all fixtures, appliances, machinery and equipment of any nature whatsoever, partitions, screens, awnings, shades, blinds, curtains and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the Mortgaged Property, whether or not the personal property is or shall be affixed thereto, all to the extent owned by Debtor.

Including, without limiting the generality of the foregoing, all plants, furnaces, incinerating and power equipment, boilers, machinery, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, furniture, furnishings, elevators and motors, built-in filing cabinets, shelves, water coolers, signs, tools, switchboards and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating necessary for operation, cooling, lighting, plumbing, lifting, cleaning, fire extinguishing and preventing, communication, ventilating, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or the plan or business situate or operated thereon.

Such security interest shall extend to and include as well as any and all proceeds of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise, all materials and work in process and the proceeds thereof.

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4. **General Intangibles.** All now owned and hereafter acquired accounts, contract rights, chattel paper, general intangibles (including, but not limited to, all of Debtor's now existing or hereafter arising tax and duty refunds, prepaid expenses, all now owned or hereafter acquired patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, tradenames and tradestyles, license agreements, customer lists, blueprints, drawings and specifications relative to the rendering of services or the sale or manufacture of goods), documents and instruments, whether now owned or hereafter acquired by Debtor; Debtor's interest in the goods represented by all accounts and all returned, reclaimed or repossessed goods with respect thereto; all contracts and rights of Debtor for the sale of its shares; all of Debtor's present and future rights as an unpaid vendor including stoppage in transit, retention or reclamation; all additional amounts now or hereafter due to Debtor from any account debtor and all construction funds irrespective of whether such additional amounts have been specifically assigned to Secured Party; all guarantees, mortgages on real and personal property, letters of credit, trust receipts, bankers' acceptances, choses in action or other agreements or property securing or relating to any of the items referred to above; all monies, deposits, securities, bank accounts, instruments, credits and other property now or hereafter held by Secured Party or any other entity which at any time participates in Secured Party's financing of Debtor; all licenses, permits, franchises, certificates and other rights, privileges and documents obtained in connection with or necessary in the operation of the Mortgaged Property; all plans and specifications, architectural contracts, construction contracts, all leases with respect to any part of the Mortgaged Property, and all rents, revenues, royalties, bonuses, accounts, issues and profits arising out of the operation of the Mortgaged Property; and all rights and remedies of Debtor under or in connection with such collateral;

5. **Proceeds and Awards.** All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor, all proceeds of the conversion, voluntary or involuntary, of any of the property described in the GRANTING CLAUSES into cash or other liquidated claims, including proceeds of hazard, title and other insurance, and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all subsequent owners of the Land, the Improvements, the Equipment and/or any other property or rights encumbered or conveyed hereby for any injury to or decrease in the value thereof for any reason, or by any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise of all or any part thereof, including awards for any change of grade or streets.

The collateral listed in this Exhibit B includes any monies on deposit for the payment of real estate taxes, insurance premiums or special assessments against the Premises and all proceeds paid for damage done to the collateral described in this Exhibit B or the Premises and all proceeds of any award or claim for damages for any of the collateral described in this Exhibit B or the Premises taken or damaged under the power of eminent domain or by condemnation and all rents, issues and profits of and from the Premises and all leases or subleases of the Premises