

212596

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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785



1633519107

Doc# 1633519107 Fee \$100.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/30/2016 03:10 PM PG: 1 OF 32

The property identified as: **PIN:** 1604404031

Address:

Street: 4909 W Division St

Street line 2:

City: Chicago

State: IL

ZIP Code: 60651

Lender: RCFNJ, LLC

Borrower: WAHID INVESTMENTS 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.

Certificate number: AB4D57C2-058A-42C7-8B7D-A83C3E013DB8

Execution date: 11/30/2016

CRDREVIEW

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This instrument prepared by
and after recording return to:
Kenneth Goldin
Goldin Hill and Associates
9100 Plainfield Road
Brookfield IL 60513

212596

MORTGAGE, SECURITY AGREEMENT**AND FIXTURE FILING****Loan No. 208**

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made as of November 30, 2016 by **WAHID INVESTMENTS LLC**, an Illinois limited liability company, whose mailing address is 1420 Renaissance Drive, Park Ridge IL 60068 (the "Mortgagor"), to and for the benefit of **KCFNJ, LLC**, a Delaware limited liability company (together with its successors and assigns, the "Lender") whose mailing address is 418 Clifton Suite 200, Lakewood NJ 08701:

RECITALS:

A. Mortgagor and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Loan Agreement") pursuant to which Lender agreed to make a loan to Mortgagor in the principal amount of \$1,100,000.00, together with interest thereon (the "Loan").

B. The execution and delivery of this Mortgage by Mortgagor is required pursuant to the Loan Agreement.

C. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants, bargains, sells and conveys to Lender, its successors, substitutes and assigns, the real estate legally described on **Exhibit A** attached hereto (the "Real Estate"), together with the other property described in the following paragraph (the Real Estate and property being hereinafter referred to as the "Premises") to secure the following (such indebtedness, obligations and other amounts are hereinafter collectively referred to as "Obligations"): (i) the payment of the Loan and all interest, late charges, prepayment premiums (if any), interest, reimbursement obligations, fees and expenses for letters of credit issued by Lender for the benefit of Mortgagor and other

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indebtedness owing under the Loan Agreement or any of the other Loan Documents and by any extensions, modifications, renewals or refinancings thereof; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Loan Agreement or any of the other Loan Documents; and (iii) the reimbursement of Lender for any and all sums expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by the Loan Agreement, this Mortgage or any of the other Loan Documents, with interest thereon as provided herein or therein.

In addition to the Real Estate, the Premises hereby mortgaged includes the following:

All improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf ("Improvements");

All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

All rents, revenues, issues, profits, proceeds, income, royalties, accounts, accounts receivable, escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Mortgagor thereon, to be applied against the Obligations secured hereby; provided, however, that subject to the express provisions of the Loan Agreement, Mortgagor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

All interest of Mortgagor in all Leases (as hereinafter defined), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

All fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks,

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sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Obligations secured hereby; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of the State of Illinois as now or hereafter in effect from time to time ("Code"), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Lender, as a secured party, and Mortgagor, as debtor, all in accordance with the Code; and

All of Mortgagor's interests in "general intangibles" (as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

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

All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises unto Lender, its successors and assigns, forever, free from any and all rights and benefits under and by virtue of the Homestead Exemption Laws of the State or other jurisdiction in which the Premises are located (which rights and benefits are hereby expressly released and waived), for the purposes and uses herein set forth.

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Title.** Mortgagor represents and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances described on **Exhibit B** attached hereto (the "Permitted Exceptions"); and (b) Mortgagor has legal power and authority to mortgage and convey the Premises.

2. **Maintenance, Repair and Restoration of Improvements of Prior Liens, etc.** Mortgagor hereby covenants that Mortgagor shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien, except that Mortgagor shall have the right to contest by appropriate proceedings the validity or amount of any such lien if and only if Mortgagor shall, within fifteen (15) days after filing thereof, (i) place a bond with Lender in an amount, form, content and issued by a surety reasonably acceptable to Lender for the payment of any such lien or (ii) cause the title company which has issued the loan policy of title insurance to Lender insuring the lien of this Mortgage (the "Title Company") to issue an endorsement thereto insuring against loss or damage on account of any such lien; (c) except as otherwise set forth in immediately preceding clause (b), immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises superior or inferior to or at parity with the lien hereof (no such superior, inferior or parity lien to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of any such lien to Lender; (d) complete within a reasonable time any buildings or any other improvements now or at any time in process of construction upon the Premises; (e) comply with all requirements of law, municipal ordinances and restrictions of record with respect to the Premises and the use thereof, including without limitation, those relating to building, zoning, environmental protection, health, fire and safety; (f) make no material alterations to the Premises or any buildings or other improvements now or hereafter constructed thereon, without the prior written consent of Lender, which shall not be unreasonably withheld; (g) not suffer or permit any change in the general nature of the occupancy of the Premises without the prior written consent of Lender; (h) not initiate or acquiesce in any zoning reclassification without the prior written consent of Lender; and (i) duly perform and observe all of the covenants, terms, provisions and agreements herein.

3. **Payment of Taxes and Assessments.** Mortgagor shall pay, prior to the delinquency thereof, all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other liens or charges levied or assessed against the Premises, or any interest therein, of any nature whatsoever when due and before any penalty or interest is assessed, and, at the request of Lender, shall furnish to Lender duplicate receipts of payment therefor. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor shall have the right to pay such assessment in installments, so long as all such installments are paid prior to the due date thereof. Notwithstanding anything contained herein to the contrary, Mortgagor shall have the right to protest any taxes assessed against the Premises, so long as such protest is conducted in good faith by appropriate legal proceedings diligently prosecuted and Mortgagor shall furnish to the Title Company such security or indemnity as said insurer requires to induce it to issue an endorsement, in form and substance acceptable to Lender, insuring over any exception created by such protest.

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4. **Tax Deposits.** Upon the occurrence and the continuance of an Event of Default and upon the request of Lender, Mortgagor shall deposit with Lender on the first day of each month until the indebtedness secured by this Mortgage is fully paid, a sum equal to one-twelfth (1/12th) of 110% of the annual taxes and assessments (general and special) on the Premises, as reasonably determined by Lender. Upon the occurrence and the continuance of an Event of Default and upon the request of Lender, Mortgagor shall also deposit with Lender an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual taxes and assessments for the current calendar year become due, shall be sufficient to pay in full such installment of annual taxes and assessments, as estimated by Lender. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments on the Premises next due and payable when they become due. Lender may, at its option, pay such taxes and assessments when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for the payment thereof. If the funds so deposited are insufficient to pay any such taxes or assessments for any year (or installments thereof, as applicable) when the same shall become due and payable, Mortgagor shall, within ten days after receipt of demand therefor, deposit additional funds as may be necessary to pay such taxes and assessments in full. If the funds so deposited exceed the amount required to pay such taxes and assessments for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Lender.

5. **Lender's Interest In and Use of Deposits.** Upon the occurrence of an Event of Default, Lender may, at its option, apply any monies at the time on deposit pursuant to Paragraph 4 hereof toward any of the indebtedness secured hereby in such order and manner as Lender may elect. When such indebtedness has been fully paid, any remaining deposits shall be returned to Mortgagor. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall not be subject to the direction or control of Mortgagor. Lender shall not be liable for any failure to apply to the payment of taxes, assessments and insurance premiums any amount so deposited unless Mortgagor, prior to the occurrence of an Event of Default, shall have requested Lender in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such taxes, assessments and insurance premiums. Lender shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. **Insurance.**

(a) Mortgagor, at its expense, shall procure and maintain insurance on the Premises against reasonable risks of loss, damage and destruction (such insurance shall be reasonable to the satisfaction of Lender in relation to the amount and term of the Obligations and type and value of the Premises), and shall deliver to Lender, a fully paid policy of insurance containing a Lender's "loss payable clause" acceptable to and in favor of Lender. IF MORTGAGOR, AT ANY TIME OR TIMES HEREAFTER, SHALL FAIL TO OBTAIN OR MAINTAIN ANY OF THE POLICIES OF INSURANCE REQUIRED ABOVE, OR TO PAY ANY PREMIUM IN WHOLE OR IN PART RELATING HERETO, THEN LENDER, WITHOUT WAIVING OR RELEASING ANY OBLIGATION OR EVENT OF DEFAULT BY MORTGAGOR HEREUNDER, MAY AT ANY TIME OR TIMES THEREAFTER (BUT SHALL BE UNDER NO OBLIGATION TO DO SO), OBTAINS AND MAINTAINS SUCH

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POLICIES OF INSURANCE AND PAY SUCH PREMIUM AND TAKE ANY OTHER ACTION WITH RESPECT THERETO, WHICH LENDER DEEMS ADVISABLE. ALL SUMS SO DISBURSED BY LENDER, INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, EXPENSES AND OTHER CHARGES RELATING THERETO, SHALL BE PAYABLE ON DEMAND BY MORTGAGOR TO LENDER.

(b) Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Lender is included thereon under a standard mortgagee clause reasonably acceptable to Lender and such separate insurance is otherwise acceptable to Lender.

(c) In the event of loss, Mortgagor shall give prompt notice thereof to Lender, who, if such loss exceeds Ten Thousand Dollars (\$10,000) ("Threshold"), shall have the sole and absolute right to make proof of loss. If such loss exceeds the Threshold or if such loss is equal to or less than the Threshold and the conditions set forth in clauses (i), (ii) and (iii) of the immediately succeeding sentence are not satisfied, then Lender, solely and directly shall receive such payment for loss from each insurance company concerned. If and only if (i) such loss is equal to or less than the Threshold, (ii) no Default or Event of Default then exists, and (iii) Lender determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed no later than six (6) months after such loss, then Lender shall endorse to Mortgagor any such payment and Mortgagor may collect such payment directly. Lender shall have the right, at its option and in its sole discretion, to apply any insurance proceeds received by Lender pursuant to the terms of this section, after the payment of all of Lender's expenses, either (i) on account of the Obligations, irrespective of whether such principal balance is then due and payable, or (ii) to the restoration or repair of the property damaged as provided in subsection (d) below. If insurance proceeds are made available to Mortgagor by Lender as hereinafter provided, Mortgagor shall repair, restore or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

(d) If insurance proceeds are made available by Lender to Mortgagor, Mortgagor shall comply with the following conditions:

(i) Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty, Mortgagor shall obtain from Lender its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

(ii) Prior to each payment or application of any insurance proceeds to the repair or restoration of the improvements upon the Premises to the extent permitted in subsection (c) above (which payment or application may be made, at Lender's option, through an escrow, the terms and conditions of which are

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satisfactory to Lender and the cost of which is to be borne by Mortgagor), Lender shall be satisfied as to the following:

- A. no Default or Event of Default has occurred;
- B. either such Improvements have been fully restored, or the expenditure of money as may be received from such insurance proceeds will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and the Permitted Exceptions, or, if such insurance proceeds shall be insufficient to repair, restore and rebuild the Premises, Mortgagor has deposited with Lender such amount of money which, together with the insurance proceeds shall be sufficient to restore, repair and rebuild the Premises; and
- C. prior to each disbursement of any such proceeds, Lender shall be furnished with a statement of Lender's architect (the cost of which shall be borne by Mortgagor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by Lender and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and Lender shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

(iii) If Mortgagor shall fail to restore, repair or rebuild the Improvements within a time deemed satisfactory by Lender, then Lender, at its option, may (a) commence and perform all necessary acts to restore, repair or rebuild the said Improvements for or on behalf of Mortgagor, or (b) declare an Event of Default. If insurance proceeds shall exceed the amount necessary to complete the repair, restoration or rebuilding of the Improvements, such excess shall be applied on account of the Indebtedness irrespective of whether such Indebtedness is then due and payable without payment of any premium or penalty.

7. **Condemnation.** If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, is hereby assigned to Lender, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Lender. Such award or monies shall be applied on account of the Obligations, irrespective of whether the Obligations are then due and payable.

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8. **Stamp Tax.** If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage, the Loan Agreement or any of the other Loan Documents, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to reimburse Lender for any sums which Lender may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Lender.

9. **Lease Assignment.**

(a) As additional security for the payment of the Obligations, Mortgagor, as lessor, hereby unconditionally and absolutely grants, transfers, sets over and assigns to Lender the entire lessor's right, title and interest in and to all leases and subleases (including all extensions and renewals thereof) which now or hereafter affect all or any portion of the Premises (collectively, the "Leases") and in and to all rents, issues, income and profits of or from all or any portion of the Premises. Except as may be hereafter agreed by Lender in writing, Mortgagor will not, without Lender's prior consent (i) enter into a Lease of all or any portion of the Premises, modify or amend the terms and conditions of any Lease, or give any approval or consent required or permitted by any Lease, (ii) execute an assignment or pledge of any rents and/or any Leases affecting all or any portion of the Premises; or (iii) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment, other than security and other deposits.

(b) Mortgagor, at its sole cost and expense, will (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all Leases affecting all or any portion of the Premises, on the part of the lessor thereunder to be kept and performed, and will not, without the prior written consent of Lender, release the liability of any tenant thereunder, permit any tenant thereunder to withhold the payment of rent or make off-sets against rent, permit any tenant to claim a total or partial eviction, permit any tenant to terminate or cancel any Lease, waive or excuse the obligation to pay rent under any Lease or modify or cancel the terms of any guaranty of any Lease; (ii) use its best efforts to enforce or secure the performance of all of the covenants, conditions and agreements of such Leases on the part of the tenants to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such Leases or the obligations, duties or liabilities of the lessor or of the tenants thereunder; (iv) as additional security for the payment of the Loans, transfer and assign to Lender any Lease or Leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Lender upon demand, any and all instruments required to effectuate said assignment; (v) give written notice to Lender within five days after the occurrence of any material default under any Lease affecting all or any portion of the Premises; and (vi) exercise within five (5) days of any demand therefor by Lender any right to request from the tenant under any Lease affecting all or any portion of the Premises a certificate with respect to the status thereof.

(c) Mortgagor represents and covenants to Lender that Mortgagor has not heretofore made any other assignment of all or any part of its interest in and to any or all

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of the Leases, or any or all of the rents, issues, income or profits assigned hereunder or entered into any agreement to subordinate any of the Leases, or Mortgagor's right to receive any of the rents, issues, income or profits assigned hereunder. So long as no Event of Default has occurred and is continuing, Mortgagor shall have the right to collect, but not more than thirty days in advance of the date provided for the payment thereof, all rents, issues, income and profits assigned hereunder (other than security or similar deposits) and to retain, use and enjoy the same. Lender shall have the right to notify the tenants under the Leases of this assignment at any time.

(d) Lender shall not be liable for any loss sustained by Mortgagor resulting from Lender's failure to let the Premises following the occurrence of an Event of Default or from any other act or omission of Lender in managing, operating or maintaining the Premises following the occurrence of an Event of Default, unless caused by Lender's gross negligence or willful misconduct. Lender shall not be obligated to observe, perform or discharge, nor does Lender hereby undertake to oversee, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Lender under or by reason of this Mortgage, and Mortgagor shall and does hereby agree to indemnify Lender for, and to hold Lender harmless of and from, any and all liability, loss, or damage which Lender may or might incur under any Lease and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease. Should Lender incur any liability, loss or damage under any Lease, or in the defense of any such claim or demand, unless caused by Lender's gross negligence or willful misconduct, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Mortgagor with interest thereon at the Default Rates and shall be secured by this Mortgage. Except to the extent of Lender's actual taking possession of the Premises, this Mortgage shall not operate to place responsibility for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

(e) In the event of the enforcement by Lender of the remedies provided for by law or by this Mortgage, to the extent required by such Lease or by law, the lessee under each Lease affecting all or any portion of the Premises shall, at the option of Lender, attorn to any person succeeding to the interest of Mortgagor as a result of such enforcement and shall recognize such successor in interest as lessor under such Lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Lender or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

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(f) If an Event of Default has occurred and is continuing, Lender shall have the right to: (i) enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Lender may deem necessary or proper in accordance with the terms of the Leases, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Lender deems necessary or proper; and/or (ii) either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder, provided that, for such purpose, this Mortgage shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Lender, without proof of Event of Default, upon receipt from Lender of written notice specifying that an Event of Default has occurred and directing such tenants to thereafter pay all such rents and other amounts to Lender and to comply with any notice or demand by Lender for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Mortgagor will facilitate in all reasonable ways Lender's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Lender.

10. **Effect of Extensions of Time.** If the payment of the Obligations hereby or any part thereof is extended or varied or if any part of any security for the payment of the Obligations is released, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in Mortgagor, shall be held to assent to such extension, variation or release, and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Lender notwithstanding such extension, variation or release.

11. **Effect of Changes in Laws Regarding Taxation.** If any law is enacted after the date hereof requiring (i) the deduction of any lien on the Premises from the value thereof for the purpose of taxation or (ii) the imposition upon Lender of the payment of the whole or any part of the taxes or assessments, charges or liens herein required to be paid by Mortgagor, or (iii) a change in the method of taxation of mortgages or deeds of trust or debts secured by mortgages or deeds of trust or Lender's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the indebtedness secured hereby or the holders thereof, then Mortgagor, upon demand by Lender, shall pay such taxes or assessments, or reimburse Lender therefor; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Lender. Notwithstanding the foregoing, if in the opinion of counsel for Lender it is or may be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Lender may declare all of the indebtedness secured hereby to be immediately due and payable.

12. **Lender's Performance of Defaulted Acts and Expenses by Lender.** If an Event of Default has occurred and is continuing, Lender may, but need not, make any payment

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or perform any act herein required of Mortgagor in any form and manner deemed expedient by Lender, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Lender in regard to any tax referred to in Section 8 above or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Mortgagor to Lender, upon demand, and with interest thereon at the Default Rate then in effect. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Lender in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of Lender's rights hereunder, (c) recovering any indebtedness or performing any obligations of Mortgagor secured hereby, (d) any litigation or proceedings affecting the Loan Agreement, this Mortgage, any of the other Loan Documents or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Loan Agreement, this Mortgage, any of the other Loan Documents or the Premises, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Mortgagor to Lender, upon demand, and with interest thereon at the Default Rate.

13. **Lender's Reliance on Tax Bills and Claims for Liens.** Lender, in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

14. **Security Agreement.** Mortgagor and Lender agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by Lender (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-102(41) of the Code) (which property is hereinafter referred to as "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the "supporting obligations" (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "Collateral"), and that a security interest in and to the Collateral is hereby granted to Lender, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Lender, all to secure payment of the Obligations. **MORTGAGOR HEREBY IRREVOCABLY AUTHORIZES LENDER TO FILE UNIFORM COMMERCIAL CODE FINANCING STATEMENTS AT ANY TIME AND FROM TIME TO TIME WITHOUT MORTGAGOR'S SIGNATURE.** All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the

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Premises; and the following provisions of this Section shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral and has rights in and the power to transfer the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Lender and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

(b) The Collateral is to be used by Mortgagor solely for business purposes.

(c) The Collateral will be kept at the Real Estate and, will not be removed therefrom without the consent of Lender (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are Mortgagor, Lender and holders of interests, if any, expressly permitted hereby.

(e) No Financing Statement (other than Financing Statements showing Lender as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor, at its own cost and expense, upon demand, will furnish to Lender such further information and will execute and deliver to Lender such financing statements and other documents in form satisfactory to Lender and will do all such acts as Lender may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Lender.

(f) Upon an Event of Default hereunder, Lender shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Lender may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Lender may require Mortgagor to assemble the Collateral and make it available to Lender for its possession at a place to be designated by Lender which is reasonably convenient to both parties. Lender will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter

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set forth at least ten (10) days before the time of the sale or disposition. Lender may buy at any public sale. Lender may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Lender so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Lender, shall be applied against the Indebtedness in such order or manner as Lender shall select. Lender will account to Mortgagor for any surplus realized on such disposition.

(g) The terms and provisions contained in this Section 14, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

(h) This Mortgage is intended to be a financing statement within the purview of Section 9-502(r) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Lender (Secured Party) are hereinbelow set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

(i) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

(j) Mortgagor represents and warrants that:

(i) Mortgagor is the record owner of the Premises;

(ii) Mortgagor's exact legal name is as set forth in the first section of this Mortgage; and

(iii) Mortgagor's actual social security number has heretofore been furnished to Lender.

(k) Mortgagor agrees that:

(i) Where Collateral is in possession of a third party, Mortgagor will join with Lender in notifying the third party of Lender's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender;

(ii) Mortgagor will cooperate with Lender in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

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(iii) Until the Indebtedness is paid in full, Mortgagor will not change the state where it is located or change its corporate name without giving Lender at least thirty (30) days' prior written notice in each instance.

15. **Transfer Restrictions; Further Encumbrance.**

(a) Without, in each instance, the prior written consent of Lender, which consent may be given or withheld in Lender's sole and absolute discretion, and may be conditioned in any manner that Lender desires, including, without limitation, increases in the rate of interest charged on the Loans and payment of assumption fees neither all nor any portion of (i) the Premises, (ii) any membership interest in Mortgagor or (iii) any interest of Mortgagor in the Premises shall be sold, conveyed, assigned, encumbered or otherwise transferred (nor shall any agreement be entered into to sell, convey, assign, encumber or otherwise transfer same), except for Leases on commercially reasonable terms. Any violation or attempted violation of the provisions of this Section 15 shall be an Event of Default for purposes of all of the Loan Documents.

(b) Any consent by Lender, or any waiver by Lender of an Event of Default under this Section 15 shall not constitute a consent to or waiver of any right, remedy or power of the Lender upon a continuing or subsequent Event of Default under this Section 15. Mortgagor acknowledges that any agreements, liens, charges or encumbrances created in violation of the provisions of this Section 15 shall be void and of no force or effect. Mortgagor agrees that if any provision of this Section 15 is deemed a restraint on alienation, that such restraint is a reasonable one.

16. **Event of Default; Acceleration.** Each of the following shall constitute an "Event of Default" for purposes of this Mortgage: (a) the occurrence of an Event of Default under the Loan Agreement; (b) any sale, transfer, lease, assignment, conveyance, financing, lien or encumbrance made in violation of Section 15 of this Mortgage; (c) failure to maintain at all times the insurance required to be maintained pursuant to Section 6 of this Mortgage, and (d) the breach by Mortgagor (other than a breach which constitutes an Event of Default under another subsection of this Section 16) of any of the terms or provisions of this Mortgage which is not remedied within five (5) days after written notice from Lender. Upon the acceleration of the indebtedness and other obligations under the Loan Agreement, the indebtedness and other obligations thereunder shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived.

17. **Foreclosure; Expense of Litigation.**

(a) Upon the occurrence of an Event of Default, whether by acceleration or otherwise, Lender shall have the right and option to foreclose the lien hereof for such indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with the Illinois Mortgage Foreclosure Act (Chapter 735, Sections 5/15-1101 *et. seq.*, Illinois Compiled Statutes) as may be amended from time to time, the "Act"). In the event of a foreclosure sale, Lender is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale, to the extent that the same are assignable, or to take such other steps as Lender may deem advisable to cause the interest of such purchaser to

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be protected by any of such insurance policies. It is further agreed that if default be made in the payment of any part of the secured indebtedness, as an alternative to the right of foreclosure for the full secured indebtedness after acceleration thereof, Lender shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire secured indebtedness due (such proceeding being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure sale is made because of the occurrence of an Event of Default, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the secured indebtedness. It is further agreed that such sale pursuant to a partial foreclosure shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part, the lien hereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section 17. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale in connection therewith, Lender may elect at any time prior to a foreclosure sale pursuant to such decree to discontinue such partial foreclosure and to accelerate the entire secured indebtedness by reason of any uncured Event of Default upon which such partial foreclosure was predicated or by reason of any other Event of Default and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any unmatured part of the secured indebtedness. In the event of a foreclosure sale, Lender is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the Mortgagor at such sale, to the extent that the same are assignable, or to take such other steps as Lender may deem advisable to cause the interest of such Mortgagor to be protected by any of such insurance policies.

(b) In any suit to foreclose the lien hereof or otherwise enforce Lender's rights hereunder, there shall be allowed, to the extent permitted by law, and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, environmental audits, property inspections, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this section and such other expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate and shall be secured by this Mortgage.

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(c) Upon any foreclosure or other sale of the Premises, Lender may bid for and purchase the Premises and shall be entitled to apply all or any part of the indebtedness secured by this Mortgage as a credit to the purchase price.

18. **Application of Proceeds of Foreclosure or Other Sale.** The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with the Act and, unless otherwise specified therein, in such order as Lender may determine in accordance with the terms of the Loan Documents.

19. **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage or to collect the Obligations, the court in which such complaint is filed shall, upon petition by Lender, appoint a receiver for the Premises in accordance with the Act. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and Lender hereunder or any other holder of the Loan Agreement may be appointed as such receiver. To the fullest extent permitted by law, such receiver shall have power to collect the rents, issues and profits of the Premises (i) accruing after an Event of Default even if collected by Mortgagor prior to the appointment of such receiver, (ii) during the pendency of such suit, (iii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iv) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Obligations, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure or other sale, and (b) any deficiency upon a sale and deficiency.

20. **Lender's Right of Possession in Case of Event of Default.** At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Lender, surrender to Lender possession of the Premises. Lender, in its discretion, may, subject to applicable law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its employees, agents or servants therefrom, and Lender may then hold, operate, manage, develop and control the Premises, either personally or by its agents, and in connection therewith but not lieu thereof, exercise its rights and remedies set forth in the Loan Documents, Lender shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, and to the fullest extent permitted under applicable law, Lender shall have full power to:

(a) cancel or terminate any Lease for any cause or on any ground which would entitle Mortgagor under such lease or sublease to cancel the same;

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(b) elect to disaffirm any Lease which is then subordinate to the lien hereof;

(c) extend or modify any then existing Leases and to enter into new Leases, which extensions, modifications and Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured hereby and beyond the date of the issuance of a deed or deeds to a Mortgagor at a foreclosure or other sale;

(d) make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Lender deems are necessary;

(e) insure and reinsure the Premises and all risks incidental to Lender's possession, operation and management thereof; and

(f) receive all of such avails, rents, issues and profits.

21. **Application of Income Received by Lender.** Lender, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises as set forth in the Loan Documents.

22. **Compliance with Illinois Mortgage Foreclosure Law.**

(a) If any provision of 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.

(b) If any provision of this Mortgage shall grant to Lender (including Lender acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Section 14 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 Lender, or in such receiver under the Act in the absence of said provisions, Lender and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

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

23. **Rights Cumulative.** Each right, power and remedy herein conferred upon Lender is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or 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 Lender, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Lender to exercise any right or remedy granted under this Mortgage

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shall impair such right or remedy or be construed to be a waiver of any Event of Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

24. **Lender's Right of Inspection.** Subject to the rights of tenants, Lender and its representatives shall have the right to inspect the Premises and the books and records with respect thereto at all reasonable times, and access thereto shall be permitted for that purpose.

25. **Release Upon Payment and Discharge of Mortgagor's Obligations.** Lender shall release this Mortgage and the lien hereof by proper instrument upon receipt of Lender's confirmation of payment and discharge of the Obligations and other obligations secured hereby, including payment of all reasonable expenses incurred by Lender in connection with the execution of such release.

26. **Contrary Security Interest.** Mortgagor agrees that the lien granted in this Mortgage shall not be subject to any counterclaim, set-off, abatement, deferment or defense based upon any claim that Mortgagor may have against Lender, any guarantor of the Obligations or any other person or entity, and shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by, any circumstance or condition (whether or not Lender shall have any knowledge thereof), including without limitation:

- (a) any lack of validity or enforceability of any of the Loan Documents or any other agreement delivered in connection with the Loans;
- (b) any termination, amendment, modification or other change in any of the Loan Documents, including, without limitation, any modification of the interest rate(s) described therein;
- (c) any furnishing, exchange, substitution or release of any collateral securing repayment of the Loans, or any failure to perfect any lien in such collateral;
- (d) any failure, omission or delay on the part of Mortgagor, any guarantor of the Obligations or Lender to conform or comply with any term of any of the Loan Documents or any failure of Lender to give notice of any Event of Default;
- (e) any waiver, compromise, release, settlement or extension of time of payment or performance or observance of any of the obligations or agreements contained in any of the Loan Documents;
- (f) any action or inaction by Lender under or in respect of any of the Loan Documents, any failure, lack of diligence, omission or delay on the part of Lender to enforce, assert or exercise any right, power or remedy conferred on it in any of the Loan Documents, or any other action or inaction on the part of Lender;
- (g) any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshaling of assets and liabilities or similar events or proceedings with respect to Mortgagor or any guarantor of the Obligations, as applicable.

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or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;

(h) any merger or consolidation of Mortgagor into or with any entity, or any sale, lease or transfer of any of the assets of Mortgagor or any guarantor of the Obligations to any other person or entity;

(i) any change in the ownership of Mortgagor;

(j) any release or discharge by operation of law of Mortgagor, Guarantor or any other guarantor of the Obligations from any obligation or agreement contained in any of the Loan Documents; or

(k) any other occurrence, circumstance, happening or event, whether similar or dissimilar to the foregoing and whether foreseen or unforeseen, which otherwise might constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety or which otherwise might limit recourse against Mortgagor.

27. **Waivers.** Mortgagor unconditionally expressly waives the following:

(a) notice of any of the matters referred to in Section 26 above;

(b) all notices which may be required by statute, rule of law or otherwise, now or hereafter in effect, to preserve intact any rights against the Premises or the Collateral, including, without limitation, any demand, presentment and protest, proof of notice of non-payment under any of the Loan Documents and notice of any Default or Event of Default or any failure on the part of Mortgagor or any guarantor of the Obligations to perform or comply with any covenant, agreement, term or condition of any of the Loan Documents;

(c) any right to the enforcement, assertion or exercise against Mortgagor, any other Borrower or any guarantor of the Obligations of any right or remedy conferred under any of the Loan Documents;

(d) any requirement of diligence on the part of any person or entity;

(e) to the fullest extent permitted by law, any claims based on allegations that Lender has failed to act in a commercially reasonable manner or that Lender has failed to act with respect to any matters referenced in Section 26 above;

(f) any requirement to exhaust any remedies or to mitigate the damages resulting from any default under any of the Loan Documents;

(g) any set-off or counterclaims;

(h) any notice of any sale, transfer or other disposition of any right, title or interest of Lender under any of the Loan Documents;

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(i) any right to assert or take advantage of any right or claim of right to cause a marshaling of any of the assets of Mortgagor or any guarantor of the Obligations;

(j) any statute of limitations affecting the enforcement of this Mortgage;

(k) any requirement that Lender exhaust any right or remedy, or proceed first or at any time, against Mortgagor or any guarantor of, or any security for, any of the Obligations;

(l) any right to take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof;

(m) 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 the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15 §1601 or other applicable law or replacement statutes; and

(n) any and all rights to invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power and remedy herein or otherwise granted or delegated to Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted.

28. **Expenses Relating to Loan Agreement and Mortgage.** Mortgagor will pay all expenses, charges, costs and fees relating to the making, negotiation, documentation or enforcement of the Loan, including without limitation, the reasonable attorneys' fees and costs of Lender in connection with the negotiation, documentation, and enforcement of the Loans, all recording fees and charges, title insurance charges and premiums, escrow fees, fees for insurance consultants, costs of surveys and other bonds required by the Title Company in connection with clearing title to the Real Estate or the issuance of title reports, binders, policies and the like, and all other costs, expenses, charges and fees referred to in or necessitated by the terms of the Loan Agreement, this Mortgage or any of the other Loan Document. All expenses, charges, costs and fees described in this Section 28 shall be so much additional indebtedness secured hereby, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by Mortgagor forthwith upon demand

29. **Indemnity.** Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Lender in the exercise of the rights and powers granted to Lender in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability, except to the extent that such liability arises from (a) Lender's gross negligence or willful misconduct, or (b) Lender's failure to act in a commercially reasonable manner. Mortgagor shall indemnify and

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save Lender harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including court costs and reasonable attorneys' fees) (collectively, the "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Lender at any time by any third party which relate to or arise from: (x) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Lender may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (y) the offer for sale or sale of all or any portion of the Premises; and (z) the ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to Lender in accordance with the terms of this Mortgage; provided, however, that Mortgagor shall not be obligated to indemnify or hold Lender harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Lender.

30. **Notices.** Any notices, communications and waivers under this Mortgage shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, by certified mail, return receipt requested, (iii) by overnight express carrier or (iv) via facsimile, addressed in each case as follows:

To Mortgagor:	To the address set forth on page one hereof
To Lender:	To the address set forth on page one hereof
With copy to	Goldin Hill & Associates 9100 Plainfield Road Brookfield, Illinois 60513 Attn: Kenneth G. Goldin, Esq.

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, (iii) if sent by certified mail, then on the earlier of the third federal banking day following the day sent or when actually received or (iv) if sent via facsimile on the date of delivery if delivered on a business day between 9:00 a.m. and 5:00 p.m. local time of recipient (otherwise on the next business day), upon confirmation of receipt by electronic answer back.

31. **Usury Exemption.** Any agreements between Mortgagor and Lender are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the Loan Agreement secured hereby or otherwise, shall the amount paid or agreed to be paid to Lender for the use, detention or forbearance of the proceeds of the Loans to be disbursed exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable thereto. If fulfillment of any provision herein, in the Loan Agreement or in any of the other Loan Documents, at the time performance of such provision becomes due, involves exceeding such highest lawful contract rate, then, ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful rate.

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32. **Further Instruments.** Upon request of Lender, Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

33. **Subordination of Property Manager's Lien.** Any property management agreement for the Premises entered into hereafter by Mortgagor with a property manager, shall contain a "no lien" provision whereby the property manager waives and releases any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have. Such property management agreement or a short form thereof, at Lender's request, shall be recorded with the Recorder of Deeds of the county where the Real Property is located. In addition, Mortgagor shall cause the property manager to enter into a subordination of the management agreement with Lender, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through or under the property manager to the lien of this Mortgage.

34. **Miscellaneous.**

(a) **Amendments and Waivers.** No waiver, amendment or other variation of the terms, conditions or provisions of this Mortgage whatsoever shall be valid unless in writing signed by Lender and then only to the extent specifically set forth in such writing.

(b) **Successors and Assigns.** This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its estates, assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Lender, its successors and assigns and any holder or holders, from time to time, of the indebtedness evidenced by the Loan Agreement. Lender shall have the right at any time to sell, assign or transfer portions of its right, title and/or interest in and to this Mortgage and the other Loan Documents (including the sale of participation interests therein), without the consent or approval of Mortgagor, and Mortgagor agrees to cooperate and to cause Guarantor to cooperate in all respect with Lender in connection therewith, including, without limitation, the execution of all documents and instruments reasonably requested by Lender or such transferee, provided that such documents and instruments do not materially adversely affect any of the duties or obligations of Mortgagor and Guarantor under this Mortgage or the other Loan Documents.

(c) **Invalidity of Provisions; Governing Law.** In the event one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Mortgage shall be construed in accordance with the laws and decisions of the State of Illinois.

(d) **Municipal and Zoning Requirements.** Mortgagor shall not by act or omission permit any building or other improvement on premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Lender any

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and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Mortgagor shall not by act or omission alter (or permit the alteration of) the zoning classification of the Premises in effect as of the date hereof, nor shall Mortgagor impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

(e) Rights of Tenants. Lender shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of Lender. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

(f) Option of Lender to Subordinate. At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Premises upon the execution by Lender of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated.

(g) Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Premises by Lender pursuant to this Mortgage.

(h) Relationship of Lender and Mortgagor. Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, Lender shall not be deemed to be such partner, joint venturer, agent or associate on account of Lender becoming a Lender in possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of Mortgagor and Lender hereunder is solely that of debtor/creditor.

(i) Time of the Essence. Time is of the essence of the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage.

(j) No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should Lender acquire any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title

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and this Mortgage may be foreclosed or otherwise sold as if owned by a stranger to the fee simple title.

(k) Indebtedness Not Limited by Statements for Tax and Registration Authorities. Any legend appearing on the face hereof and any affidavit that may be submitted to recording authorities herewith pursuant to any requirement of taxation or registration authorities is included for the benefit of such authorities only and does not affect the terms of Lender's agreement with Mortgagor as provided by this Mortgage and by any other Loan Documents or the priority of the lien of this Mortgage or any advances made hereunder.

(l) Maximum Indebtedness. To the extent that the laws of the State of Illinois require a specific limitation on the indebtedness potentially secured hereby, whether for the purpose of notifying future parties interested in the Premises or otherwise, the maximum indebtedness secured hereby shall be Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00).

(m) Business Loan. The Loan, including interest rate, fees and charges as contemplated by the Loan Agreement, (i) is a business loan within the purview of 815 ILCS 205/4(1)(c), as amended from time to time, (ii) are an exempted transaction under the Truth In Lending Act, 12 U.S.C. 1601 *et seq.*, as amended from time to time, and (iii) does not, and when disbursed shall not, violate the provisions of the Illinois usury laws, any consumer credit laws or the usury laws of any state which may have jurisdiction over this transaction, the Mortgagor or any property securing the Loan.

(n) Future Advances. This Mortgage shall secure not only presently existing indebtedness under the Loan Agreement or any other Loan Documents but also future advances, whether such advances are obligatory or to be made at the option of Lender, or otherwise, as are made within twenty (20) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. The total amount of indebtedness may increase or decrease from time to time, as provided in the Loan Agreement, and any disbursements which Lender may make under this Mortgage or the Loan Agreement or any other document with respect hereto (e.g., for payment of taxes, insurance premiums or other advances to protect Lender's liens and security interests, as permitted hereby) shall be additional indebtedness secured hereby. 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.

(o) **JURISDICTION AND VENUE.** MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR ILLINOIS STATE COURT SITTING IN CHICAGO, ILLINOIS IN ANY ACTION OR PROCEEDING ARISING OUT OF

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OR RELATING TO ANY LOAN DOCUMENTS AND THE MORTGAGOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST THE MORTGAGOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE MORTGAGOR AGAINST THE LENDER OR ANY AFFILIATE OF THE LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN CHICAGO, ILLINOIS.

(p) WAIVER OF RIGHT TO JURY TRIAL. MORTGAGOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

Signature

page

follows:

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

WAHID INVESTMENTS LLC

By: Mohamed S. Sirajudeen
Mohamed Sirajudeen, Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, a Notary Public in and for the State of Illinois, personally appeared **Mohamed Sirajudeen**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and to be the manager of Wahid Investments LLC, an Illinois limited liability company and acknowledged to me that he executed the same as his own voluntary act and deed and as the voluntary act and deed of said limited liability company for the purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of Nov, 2016.



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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

***PARCEL 1:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE DRAWN 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 4 WITH A LINE DRAWN 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE SOUTH 0 DEGREES 07 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE DRAWN 33.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, A DISTANCE OF 154.03 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS WEST 120.22 FEET TO A POINT ON A CIRCLE CONVEX NORTHWEST AND HAVING A RADIUS OF 9.43 FEET; THENCE SOUTHWESTERLY ALONG SAID CIRCLE 14.88 FEET THE CHORD OF WHICH BEARS SOUTH 45 DEGREES 03 MINUTES 25 SECONDS WEST FOR 13.38 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 39 SECONDS EAST ALONG A LINE TANGENT TO SAID CIRCLE 13.30 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 24 SECONDS WEST 126.49 FEET; THENCE NORTH 0 DEGREES 43 MINUTES 09 SECONDS WEST 18.03 FEET TO A POINT ON A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 4.49 FEET; THENCE NORTHWESTERLY ALONG SAID CIRCLE 7.07 FEET THE CHORD OF WHICH BEARS NORTH 45 DEGREES 45 MINUTES 20 SECONDS WEST FOR 6.36 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, 7.34 FEET TO A POINT ON A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 6.09 FEET; THENCE SOUTHWESTERLY ALONG SAID CIRCLE 9.48 FEET THE CHORD OF WHICH BEARS SOUTH 44 DEGREES 37 MINUTES 56 SECONDS WEST FOR 8.55 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 21 SECONDS WEST ALONG A LINE TANGENT TO SAID CIRCLE 14.08 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 54 SECONDS WEST 41.96 FEET;

THENCE NORTH 0 DEGREES 08 MINUTES 57 SECONDS WEST 65.30 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 51 SECONDS WEST 51.49 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 54 SECONDS WEST 110.17 FEET TO THE AFORESAID LINE DRAWN 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE 367.58 FEET TO THE HERINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 40, 41, 42, 43, 44 AND THE WEST HALF OF LOT 45 IN BLOCK 2 IN MARTHE'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE NORTH 33 FEET THEREOF DEDICATED FOR STREET) OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.***

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EXHIBIT A

Legal Description (continued):

Permanent Index Nos. :

16-04-404-031-0000

16-04-224-032-0000

16-04-224-033-0000 ✓

16-04-224-034-0000

16-04-224-035-0000

16-04-404-036-0000

Street Address: 4909 W. Division Street, Chicago Illinois 60651 ✓

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT B

PERMITTED EXCEPTIONS

1. General real estate taxes for the year 2016 and subsequent years which are not yet due and payable.

2. Existing unrecorded leases as heretofore disclosed to Lender or as otherwise permitted under the terms of this Mortgage and the rights thereunder of the lessees and any persons claiming by through and under the lessees.

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT C

ADDITIONAL COLLATERAL

All personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Real Estate or the improvements thereon, including all substitutions and replacements thereof and all of the right, title and interest of Mortgagor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Mortgagor or on its behalf;

Any and all rents revenues, issues, profits, proceeds, income, accounts, including health care insurance receivables, accounts receivable, escrows, reserves, impounds, security deposits and other rights to monies now owned or hereafter acquired and arising from or out of the Premises and/or the businesses and operations conducted by Mortgagor thereon.

All fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Real Estate or the improvements thereon, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor;

All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Real Estate or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Real Estate or improvements thereon or proceeds of any sale, option or contract to sell the Real Estate or improvements thereon or any portion thereof;

Any and all other personal property of any kind, nature or description, whether tangible or intangible, (including without limitation, any and all goods, contract rights, franchises, licenses, permits, chattel paper, money, equipment deposit accounts, including health care insurance receivables, documents, investment property, instruments, letter of credit rights, supporting obligations, and general intangibles, including payment intangibles) of Mortgagor relating to or used in connection with the operation or maintenance of the Premises, whether now owned or hereafter acquired, or in which Mortgagor now has or shall hereafter acquire any right, title or interest whatsoever (whether by bill of sale, lease, conditional sales contract, or other title retention document or otherwise).

Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing.

All of the books and records pertaining to the foregoing.

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**COOK COUNTY
RECORDER OF DEEDS**

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