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142
Tobin 8979357

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785



1703329113

Doc#: 1530134072 Fee: \$104.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/28/2015 01:05 PM Pg: 1 of 34

Doc# 1703329113 Fee \$106.00

KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 02/02/2017 04:24 PM PG: 1 OF 35

The property identified as: PIN: 17-34-316-017-0000

Address:

Street: 3823 SOUTH INDIANA AVENUE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60653

Lender: FIRST BANK OF OWASSO

Borrower: APOSTOLIC FAITH CHURCH, AN ILLINOIS CORPORATION

Loan / Mortgage Amount: \$13,000,000.00

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

Box 400

Certificate number: 7C0D9473-8484-4B54-A6B2-BB0D3AB1E13B

Execution date: 10/14/2015

see attached affidavit
Re-recorded 2/2/17 to include the name
of the Trustee in the appropriate places
on the document (the initial page, the page
numbered "1" and the page numbered "25").

[Signature]

COORD REVIEWER: *[Signature]* Re-recording

COORD REVIEWER

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8979357-

**DEED OF TRUST,
ASSIGNMENT, SECURITY AGREEMENT,
FIXTURE FILING AND FINANCING STATEMENT**

DATED OCTOBER 14, 2015

FROM

**APOSTOLIC FAITH CHURCH,
AN ILLINOIS NOT FOR PROFIT CORPORATION**

TO

DENNIS P. PASCOE, AS TRUSTEE

FOR THE BENEFIT OF

FIRST BANK OF OWASSO

WHEN RECORDED OR FILED RETURN TO:

Crowe & Dunlevy
Attn: Debra L. Pascoe, ACP
321 South Boston Avenue, Suite 500
Tulsa, Oklahoma 74103

THIS DOCUMENT PREPARED BY:

Gary R. McSpadden
Crowe & Dunlevy
321 South Boston Avenue, Suite 500
Tulsa, Oklahoma 74103

THIS INSTRUMENT SECURES OBLIGATIONS THAT MAY INCREASE AND DECREASE FROM TIME TO TIME. THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES AND COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT IS A FINANCING STATEMENT AND FIXTURE FILING AND IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTIES REFERENCED IN EXHIBIT A ATTACHED HERETO, AND SUCH FILING SHALL SERVE, AMONG OTHER PURPOSES, AS A FIXTURE FILING. THE GRANTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN SECTION 1.1 OF THIS INSTRUMENT.

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DEED OF TRUST, LEASEHOLD DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "Deed of Trust")

ARTICLE I

Granting Clauses; Secured Indebtedness

1.1 **Grant and Deed of Trust.** APOSTOLIC FAITH CHURCH, an Illinois not for profit corporation ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) to Grantor in hand paid, and in order to secure the payment of the Secured Indebtedness (as hereinafter defined) and the performance of the obligations, covenants, agreements, warranties and undertakings of Grantor hereinafter described, does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to Devin Phillips, as the trustee (in such capacity, "Trustee"), to the benefit of **FIRST BANK OF OWASSO** ("Beneficiary") the properties, rights, and interests described in Section 1.1 (a) through (g), below (the "Mortgaged Properties"):

(a) The real property located in the County of Cook, State of Illinois, as described in Exhibit A annexed hereto and made a part hereof, together with all existing and future easements and rights affording access to it (the "Premises"); together with

(b) Subject to any rights of tenants therein, all buildings, structures and improvements now located or later to be constructed on the Premises (the "Improvements"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances which may be in, under or produced from any part of the Premises, if any, all development rights and credits, air rights, water and water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant), and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with

(d) (i) any and all leases, ground leases, licenses, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Premises or the Improvements and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the "Leases"), and (ii) all issues, profits, security or other deposits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Premises or the Improvements, including, without limitation, minimum rents, additional rents, termination payments, bankruptcy claims, forfeited security deposits, damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Premises or the Improvements, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Grantor may have

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against any tenant, lessee or licensee under the Leases or against any other occupant of the Premises (collectively, the "Rents"); together with

(e) All of Grantor's interest in and to all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(f) All of Grantor's interest in and to all building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with

(g) All of Grantor's interest in and to all operating accounts of Grantor with the Beneficiary, and the Loan funds, whether disbursed or not; together with

(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Grantor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to any construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally, each to the extent assignable; together with

(i) All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(j) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records"); together with

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(k) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

TO HAVE AND TO HOLD the Mortgaged Properties unto Trustee, and his successors or substitutes in this trust, and to her or their successors and assigns, in trust, however, upon the terms, provisions and conditions herein set forth.

1.2 **Scope of Deed of Trust.** This Deed of Trust is a deed of trust of both real/immovable and personal/movable property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures.

1.3 **Grant of Security Interest.** In order to further secure the payment of the Secured Indebtedness (as hereinafter defined) and the performance of the obligations, covenants, agreements, warranties and undertakings of Grantor hereinafter described, Grantor hereby grants to Beneficiary and, where applicable, to Trustee, a security interest in the entire interest of Grantor (whether now owned or hereafter acquired by operation of law or otherwise) in and to:

- (a) the Mortgaged Properties;
- (b) all equipment, inventory, improvements, fixtures, accessions, goods and other personal property or movable property of whatever nature now or hereafter located on or used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof, and all licenses and permits of whatever nature now or hereafter used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof, and all renewals or replacements of the foregoing or substitutions for the foregoing;
- (c) all contract rights, choses in action (i.e., rights to enforce contracts or to bring claims thereunder) and other general intangibles (regardless of whether the same arose, and/or the events which gave rise to the same occurred, on or before or after the date hereof) related to the Mortgaged Properties, the operation thereof;
- (d) all Books and Records accounting, title, legal and other technical or business data concerning the Mortgaged Properties or any other item of Property (as hereinafter defined) in which Grantor now or hereafter has ownership rights or rights to use to the extent of such rights or in which Grantor can otherwise grant a security interest, and all books, files, records, magnetic media and other forms of recording or obtaining access to such data;
- (e) all money, documents, instruments, chattel paper, securities, accounts or general intangibles arising from or by virtue of any transaction (regardless of whether such transaction occurred on or before or after the date hereof) related to the Mortgaged Properties, or any other item of Property;
- (f) all rents, issues, profits, revenue, income and other benefits derived from the Mortgaged Properties (the "Rents");

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(g) without limitation of or by any of the forgoing, all rights, titles and interests now owned or hereafter acquired by Grantor in any and all goods, inventory, equipment, as-extracted collateral, documents, money, instruments, intellectual property, certificated securities, uncertificated securities, investment property, letters of credit, rights to proceeds of written letters of credit and other letter-of-credit rights, commercial tort claims, deposit accounts, payment intangibles, general intangibles, contract rights, chattel paper (including, without limitation, electronic chattel paper and tangible chattel paper), rights to payment evidenced by chattel paper, software, supporting obligations and accounts related to the Mortgaged Properties, wherever located, and all rights and privileges with respect thereto (all of the properties, rights and interests described in subsections (a), through (f), above and this subsection (g) being herein collectively called the "Collateral"); and

(h) all proceeds of the Collateral, whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities, accounts, general intangibles, fixtures, real/immovable property, personal/movable property or other assets (the "Collateral Proceeds" and together with the Mortgaged Properties and the Collateral, the "Property").

Except as otherwise expressly provided in this Deed of Trust, all terms in this Deed of Trust relating to the Collateral and the grant of the foregoing security interest which are defined in the applicable Uniform Commercial Code (the "UCC") shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the UCC, as those meanings may be amended, revised or replaced from time to time. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the UCC have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the UCC shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the UCC in effect on the date of this Deed of Trust, then such term, as used herein, shall be given such broadened meaning. If the UCC shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the UCC in effect on the date of this Deed of Trust, such amendment or holding shall be disregarded in defining terms used in this Deed of Trust.

1.4 **Authorization to File Financing Statements.** Grantor hereby irrevocably authorizes Beneficiary at any time and from time to time to file in any filing office in any UCC jurisdiction any initial financing statements and amendments thereto necessary to implement the terms of this Deed of Trust.

1.5 **Secured Indebtedness.** This Deed of Trust is made to secure and enforce the payment and performance of each of the following obligations, indebtedness and liabilities:

(a) All indebtedness, all payment obligations, termination payments, and all other obligations of Grantor now or hereafter incurred or arising pursuant to or in connection with the provisions of that certain Loan Agreement dated as of even date herewith between Grantor, as borrower, and Beneficiary, as lender, and including all supplements thereto, renewals, extensions, rearrangements, changes in form, and amendments or modifications thereof and all agreements given in substitution therefor or

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in restatement, renewal or extension thereof, in whole or in part (the "Loan Agreement"), including, without limitation, that certain Promissory Note from Grantor payable to the order of the Beneficiary in the face principal amount of \$13,000,000.00 (the "Note") ;

(b) All costs, expenses, fees, attorney's fees, liabilities, obligations and payments incurred or made by Beneficiary pursuant to the provisions of this Deed of Trust or the other Loan Documents, together with the interest accrued thereon;

(c) All liabilities hereafter owing by Grantor to Beneficiary in connection with credit facilities now or hereafter established by Beneficiary to or in favor of Grantor that references this Deed of Trust as collateral security therefor; and

(d) Without limiting the generality of the foregoing, all post-petition interest, expenses, and other duties and liabilities with respect to payment obligations, indebtedness or other obligations described above in this Section 1.5, which would be owed but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or similar proceeding.

1.6 Definition of Secured Indebtedness. The indebtedness referred to in Section 1.5, and all renewals, extensions, replacements, consolidations, rearrangements, changes in form and modifications thereof, and all substitutions therefor, in whole or in part, are herein referred to as the "Secured Indebtedness."

1.7 Limit on Secured Indebtedness and Collateral. It is the intention of Grantor and Beneficiary that this Deed of Trust not constitute a fraudulent transfer or fraudulent conveyance under any state or federal law that may be applied hereto. Grantor and, by Beneficiary's acceptance hereof, Beneficiary hereby acknowledges and agrees that, notwithstanding any other provision of this Deed of Trust, this Deed of Trust shall further secure all sums owing or hereafter at any time prior to the final release hereof to become owing by Grantor to Beneficiary pursuant to the Transaction Documents, whether direct or indirect, primary or secondary, fixed or contingent, and including all future outstanding and unpaid advances of not more than \$20,000,000.00, and shall further secure all unpaid balances, whether by renewals, extensions, substitutions, replacements, consolidations, rearrangements or otherwise, of all of said items.

1.8 Fixture Filing.

This Deed of Trust shall constitute a security agreement as defined in the UCC or in any similar replacement statute hereafter enacted and THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING from the date of its filing in the real estate records of the County where the Premises is situated. This document covers goods which are or are to become fixtures.

ARTICLE II Representations, Warranties and Covenants

2.1 Representations. Grantor represents, warrants, and covenants as follows:

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(a) Title and Permitted Encumbrances. Grantor has, and Grantor covenants to maintain, good and defensible title to the Property, free and clear of all liens, security interests and encumbrances except for Liens permitted by the Loan Agreement (the "Permitted Encumbrances"). Grantor will warrant and defend title to the Property, subject to the Permitted Encumbrances, against the claims and demands of all persons claiming or to claim the same or any part thereof. There is not and will not be any unexpired financing statement covering any part of the Property on file in any public office naming any party other than Beneficiary as secured party except for financing statements evidencing Permitted Encumbrances. Upon request by Beneficiary, Grantor will deliver to Beneficiary schedules of all internal and third party information identifying the Mortgaged Properties (such as, for example, lease names and numbers assigned by Grantor or the operator of any Mortgaged Property, well and/or unit and/or property names and numbers assigned by purchasers of Production and internal identification names and numbers used by Grantor in accounting for revenues, costs and joint interest transactions attributable to the Mortgaged Properties).

(b) Leases; Performance of Obligations. All material Mineral Leases and other agreements and leases forming a part of the Property are in full force and effect, and Grantor agrees to so maintain them in full force and effect. All rents, royalties, rentals, delay rentals and other payments due and payable by Grantor under the provisions of such Mineral Leases and other agreements and leases, or otherwise attendant to the ownership or operation of the Property by Grantor, have been, and Grantor covenants that such payments will continue to be, properly and timely paid. Grantor is not in default with respect to Grantor's obligations (and Grantor is not aware of any default by any third party with respect to such third party's obligations) under such Mineral Leases or other agreements or leases, or otherwise attendant to the ownership or operation of any part of the Property; Grantor will fulfill all such obligations coming due in the future. There are no situations where Grantor is aware that a contingent liability may exist which may require Grantor to account for such liability on a basis less favorable to Grantor than the basis on which Grantor is currently accounting. Grantor covenants to perform or cause to be performed each and every act, matter or thing required by each and all of the assignments, deeds, leases, subleases, contracts and agreements comprising a part of or affecting Grantor's interests in the Mortgaged Properties, and to do or cause to be done all other things necessary to keep unimpaired Grantor's rights with respect thereto and to prevent any forfeiture thereof or default thereunder.

(c) Condition of Personal or Movable Property. The equipment, inventory, improvements, fixtures, goods and other tangible personal/movable property forming a part of the Property are and will remain in good repair and condition and are and will be adequate for the normal operation of the Property in accordance with prudent industry standards; all of such Property is, and will remain, located on the Mortgaged Properties, except for that portion thereof which is or shall be located elsewhere (including that usually located on the Mortgaged Properties but temporarily located elsewhere) in the course of the normal operation of the Property.

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(d) Operation of Properties. Grantor will or, to the extent that the right to operate is vested in others, will exercise its best efforts to require the operator to maintain and operate the Mortgaged Properties in a good and workmanlike manner in accordance with prudent industry practice, and to observe and comply with all of the terms and provisions of all oil and gas leases relating to such oil and gas interests and to comply in all respects with all contracts and agreements applicable to or relating to its oil and gas interests or the production and sale of Hydrocarbons and accompanying elements therefrom.

(e) Defense of Deed of Trust. If the validity or priority of this Deed of Trust or of any rights, titles, liens or security interests created or evidenced hereby with respect to the Property or any part thereof or the title of Grantor to the Property shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Grantor with respect thereto, Grantor will give prompt written notice thereof to Beneficiary and at Grantor's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims, and Trustee and Beneficiary, or either of them (whether or not named as parties to legal proceedings with respect thereto), are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Deed of Trust and the rights, titles, liens and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Property, the purchase of any tax title and the removal of prior liens or security interests, and all expenditures so made of every kind and character shall be a demand obligation (which obligation Grantor hereby expressly promises to pay) owing by Grantor to Beneficiary or Trustee (as the case may be) and shall bear interest from the date expended until paid at the rate described in Section 2.4 hereof, and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

(f) Further Assurances. Grantor covenants to, on request of Beneficiary, (i) promptly correct any defect, error or omission which may be discovered in this Deed of Trust or any other Transaction Document, or in the execution or acknowledgment of this Deed of Trust or any other Transaction Document; (ii) execute, acknowledge, deliver and record and/or file such further instruments (including, without limitation, further deeds of trust, mortgages, security agreements, financing statements, continuation statements and assignments of production, accounts, funds, contract rights, general intangibles and proceeds) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Deed of Trust and the other Transaction Documents and to more fully identify and subject to the liens and security interests hereof any property intended to be covered hereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the Property; and (iii) execute, acknowledge, deliver and file and/or record any document or instrument (including specifically any financing statement) desired by Beneficiary to protect the lien

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or the security interest hereunder against the rights or interests of third persons. Grantor shall pay all costs connected with any of the foregoing.

(g) Not a Foreign Person. Grantor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, (hereinafter called the "Code"), Sections 1445 and 7701 (i.e., Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

(h) Inspection of Properties. Grantor covenants to permit or cause to be permitted Beneficiary, its agents, employees and representatives, upon reasonable notice and during normal business hours, to go upon, examine, inspect and remain on the Mortgaged Properties, and to go upon the derrick floor of any well or wells at any time drilled or being drilled thereon, and to strap, gauge, measure and inspect any and all tanks at any time on the Mortgaged Properties or holding oil, gasoline or casinghead gasoline therefrom; and Grantor shall do or cause to be done all things necessary and/or proper to enable Beneficiary to exercise said rights whenever it so desires.

(i) Insurance. Grantor will maintain insurance with financially sound and reputable insurance companies, in such amounts, with such deductibles and covering such risks as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations. The Grantor will furnish to Beneficiary, upon its request, information in reasonable detail as to the insurance so maintained.

2.2 Compliance by Operator. As to any part of the Mortgaged Properties which is not a working interest, Grantor agrees to take all such reasonable action and to exercise all rights and remedies as are reasonably available to Grantor to cause the owner or owners of the working interest in such properties to comply with the covenants and agreements contained herein; and as to any part of the Mortgaged Properties which is a working interest but which is operated by a party other than Grantor, Grantor agrees to take all such reasonable action and to exercise all rights and remedies as are reasonably available to Grantor (including, but not limited to, all rights under any operating agreement) to cause the party who is the operator of such property to comply with the covenants and agreements contained herein.

2.3 After-Acquired Land. In the event Grantor were to acquire the remaining interest in the fee simple of any Mortgaged Properties or any greater estate, the lien of this Deed of Trust shall attach, extend to, cover and constitute a lien upon such fee simple title or greater estate, and it shall be included within the definition of the Mortgaged Properties. Grantor agrees to execute all instruments and documents which Beneficiary may reasonably require to ratify, confirm and further evidence the lien on such acquired estate, title or interest.

2.4 Performance on Grantor's Behalf. Grantor agrees that, if Grantor fails to perform any act or to take any action which hereunder Grantor is required to perform or take, or to pay any money which hereunder Grantor is required to pay, Beneficiary, in Grantor's name or its own name, may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Beneficiary and any

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money so paid by Beneficiary shall be a demand obligation owing by Grantor to Beneficiary (which obligation Grantor hereby expressly promises to pay) and Beneficiary, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Each amount due and owing by Grantor to Trustee and/or Beneficiary pursuant to this Deed of Trust shall bear interest each day, from the date of such expenditure or payment until paid, at the Default Rate (as defined in the Loan Agreement); all such amounts, together with such interest thereon, shall be a part of the Secured Indebtedness and shall be secured by this Deed of Trust.

2.5 **Recording.** Grantor will allow this Deed of Trust and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Trustee or Beneficiary shall reasonably request and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges related thereto.

2.6 **Reporting Compliance.** Grantor agrees to comply with any and all material reporting requirements applicable to the transaction evidenced by the Loan Agreement and secured by this Deed of Trust which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, and further agrees, upon the written request of Beneficiary, to furnish Beneficiary with evidence of such compliance.

2.7 **Release of Deed of Trust.** If all of the Secured Indebtedness is paid as the same becomes due and payable and the Loan Agreement is terminated, then, at Grantor's request, this Deed of Trust shall be released, in due form and at Beneficiary's cost; provided, however, that, notwithstanding such release, certain indemnifications and other rights, which are provided under Sections 3.4 and 5.11 hereof, shall continue in effect unaffected by such release; and provided that if any payment to Beneficiary is held to constitute a preference or a voidable transfer under applicable state or federal laws or if for any other reason Beneficiary is required to refund such payment to the payor thereof or to pay the amount thereof to any third party, this Deed of Trust shall be reinstated to the extent of such payment or payments.

ARTICLE III

Assignment of Rents, Leases, Accounts and Proceeds

3.1 **Assignment.** Grantor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all Leases and Rents as security for the Secured Obligations.

3.2 **Grant of License.** Beneficiary hereby confers upon Grantor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 4.1 below, shall exist and be continuing. If an Event of Default has occurred and is continuing after any applicable cure period, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Grantor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust; provided, however, that (a) Beneficiary shall endeavor to provide Grantor with notice of termination of such License hereunder (but failure to provide such notice shall in no way impair the effectiveness of any such termination), and (b) prior to acceleration of the Loan

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and during the period after acceleration but before any foreclosure sale of the Property pursuant to this Deed of Trust any such termination of the License shall be subject to reinstatement so long as all Events of Default have been cured to Beneficiary's reasonable satisfaction or waived by Beneficiary.

3.3 Collection and Application of Rents.

(a) Subject to the License granted to Grantor under Section 3.2 above, Beneficiary has the right, power and authority to collect any and all Rents. Grantor hereby appoints Beneficiary its attorney-in-fact to perform any and all of the following acts, if and at the times when the License is terminated pursuant to the terms of this Deed of Trust: (i) demand, receive and enforce payment of any and all Rents; (ii) give receipts, releases and satisfactions for any and all Rents; or (iii) sue either in the name of Grantor or in the name of Beneficiary for any and all Rents.

(b) During an Event of Default which is not cured after any applicable cure period, whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder or during any period of redemption, Beneficiary may, without regard to waste adequacy of the security or solvency of Grantor, revoke the License granted Grantor hereunder to collect the Rents, and may at its option without notice, either:

(i) In person or by agent, with or without taking possession of or entering the Property and with or without bringing any action or proceeding: (A) give, or require Grantor to give, notice to any or all tenants under any Leases authorizing and directing the tenant to pay the Rents to Beneficiary; (B) collect all of the Rents; (C) enforce the payment thereof and exercise all of the rights of the landlord under the Leases and all of the rights of Beneficiary hereunder; (D) enter upon, take possession of, manage and operate said Property or any part thereof; and (E) cancel, enforce or modify the Leases, fix or modify Rents, and do any acts which Beneficiary deems proper to protect the security hereof with or without taking possession of said Property; OR

(ii) Apply for the appointment of a receiver in accordance with applicable law, which receivership Grantor hereby consents to.

(c) Any such Rents shall be applied in the following order: (i) to payment of all reasonable fees of any receiver appointed hereunder; (ii) to application of tenant security deposits as required by applicable law; (iii) to payment of all prior and current real estate taxes and special assessments with respect to the Property, or, if this Deed of Trust so requires, to the periodic escrow payments for such taxes and special assessments then due; (iv) to payment of all premiums then due for insurance and required by this Deed of Trust or, if this Deed of Trust requires, to the periodic escrow payments for such premiums then due; (v) to payment of expenses incurred for normal maintenance of the Property; (vi) to Beneficiary for payment of the Secured Obligations, but no such payment made after acceleration of the Secured Obligations shall affect such acceleration; and (vii) any balance shall be paid to or retained by Grantor.

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(d) The entering upon and taking possession of the Property, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any Event of Default under this Deed of Trust or any other Loan Document, nor in any way operate to prevent Beneficiary from pursuing any other remedy which it may now or hereafter have under the terms of this Deed of Trust or any other Loan Document nor shall it in any way be deemed to constitute Beneficiary a mortgagee-in-possession. The rights and powers of Beneficiary hereunder shall remain in full force and effect both prior to and after any foreclosure of the Deed of Trust and any sale pursuant thereto and until expiration of the period of redemption from said sale, regardless of whether a deficiency remains from said sale.

3.4 **Beneficiary Not Responsible.** Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Premises and Improvements, unless Beneficiary agrees in writing to the contrary, Beneficiary is not and shall not be deemed to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor under any Lease; (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or (d) liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

3.5 **Leasing.** Grantor shall not accept any deposit or prepayment of Rents (exclusive of security deposits) under the Leases for any rental period exceeding one (1) month without Beneficiary's prior written consent. Grantor shall not lease the Property or any part of it except strictly in accordance with the Loan Agreement.

3.6 **Grantor's Absolute Obligation to Pay.** Nothing herein contained shall detract from or limit the obligations of Grantor to make prompt payment of any and all Secured Indebtedness, at the time and in the manner provided herein and in the other Transaction Documents, regardless of whether the Transferred Production Proceeds herein assigned are sufficient to pay the same, and the rights under this Article III shall be cumulative of all other rights under the Loan Agreement and the other Transaction Documents.

ARTICLE IV Remedies Upon Default

4.1 **Default.** The term "Default" as used in this Deed of Trust shall mean the occurrence of any of the following events:

(a) the occurrence of an "Event of Default" under the Loan Agreement which is not cured within any applicable cure period as to which Grantor is the person causing the "Event of Default";

(b) the failure of Grantor to pay over to Beneficiary any Transferred Production Proceeds to be paid to Beneficiary in accordance with the terms of this Deed of Trust but which are paid to Grantor rather than Beneficiary; or

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(c) the title of Grantor or Trustee to the Mortgaged Properties, or a substantial part thereof, becomes in any manner affected or impaired or becomes the subject matter of litigation or other judicial proceedings which, in the good faith opinion of Beneficiary, would likely result in substantial impairment or loss of the lien and security interest intended to be created by this Deed of Trust.

4.2 **Early Termination of Secured Indebtedness.** Upon the occurrence of a Default, or any event or circumstance which, with the lapse of time or the giving of notice, or both, would constitute a Default hereunder, the Secured Indebtedness may be accelerated in the form of an early termination of the obligations thereunder as provided in the Loan Agreement.

4.3 **Pre-Foreclosure Remedies.** Upon the occurrence and during the continuation of a Default, Beneficiary is authorized, prior or subsequent to the institution of any foreclosure proceedings, to enter upon the Property, or any part thereof, and to take possession of the Property and all books and records relating thereto, and to exercise without interference from Grantor any and all rights which Grantor has with respect to the management, possession, operation, protection or preservation of the Property. If necessary to obtain the possession provided for above, Beneficiary may invoke any and all remedies to dispossess Grantor. All costs, expenses and liabilities of every character incurred by Beneficiary by reason of this Deed of Trust or in managing, operating, maintaining, protecting or preserving the Property shall constitute a demand obligation (which obligation Grantor hereby expressly promises to pay) owing by Grantor to Beneficiary and shall bear interest from the date of expenditure until paid at the rate described in Section 2.4 of this Deed of Trust, all of which shall constitute a portion of the Secured Indebtedness and shall be secured by this Deed of Trust and by any other instrument securing the Secured Indebtedness. In connection with any action taken by Beneficiary pursuant to this Section 4.3, BENEFICIARY SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY GRANTOR RESULTING FROM ANY ACT OR OMISSION OF BENEFICIARY (INCLUDING BENEFICIARY'S OWN NEGLIGENCE OR BY OPERATION OF STRICT LIABILITY) IN MANAGING THE PROPERTY UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT AND BAD FAITH OF BENEFICIARY, nor shall Beneficiary be obligated to perform or discharge any obligation, duty or liability of Grantor arising under any agreement forming a part of the Property or arising under any Permitted Encumbrance or otherwise arising. Grantor hereby assents to, ratifies and confirms any and all actions of Beneficiary with respect to the Property taken under this Section 4.3.

4.4 If any conflict or inconsistency exists between this **Section 4.4** and the remainder of this Deed of Trust, insofar as Mortgaged Properties situated in the State of Illinois is concerned, this **Section 4.4** shall govern with respect thereto:

(a) **Protective Advances.** Without limitation on anything contained in this Deed of Trust, all advances, disbursements and expenditures made by Deed of Trust before and during a foreclosure, and before and after a judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Deed of Trust or by the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1101 et seq. (the "Act"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act referred to below (collectively, "Protective Advances"):

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(i) all advances made by Beneficiary in accordance with the terms of this Deed of Trust to: (A) preserve or maintain, repair, restore or rebuild any improvements upon the Premises; (B) preserve the lien of this Deed of Trust or the priority thereof; or (C) enforce this Deed of Trust, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;

(ii) payments made by Beneficiary of: (A) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance on the Mortgaged Properties; (B) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Properties or any part thereof; (C) other obligations authorized by this Deed of Trust; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(iii) advances made by Beneficiary in settlement or compromise of any claims asserted by claimants under senior mortgages or any prior liens;

(iv) reasonable attorneys' fees and other expenses incurred: (A) in connection with the foreclosure of this Deed of Trust as referred to in Section 15-1504(d)(2) and 15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against Beneficiary for the enforcement of this Deed of Trust or arising from the interest of Beneficiary hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

(v) Beneficiary's reasonable, out-of-pocket fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and confirmation hearing as referred to in Subsection (b)(5) of Section 15-1508 of the Act;

(vi) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of the Act; and

(vii) reasonable, out-of-pocket expenses incurred and expenditures made by Beneficiary with respect to the Mortgaged Properties for any one or more of the following: (A) if all or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (B) if any interest in the Mortgaged Properties is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (C) premiums for casualty and liability insurance paid by Beneficiary whether or not Beneficiary or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged

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Properties as imposed by subsection (c)(1) of Section 15-1704 of the Act; (D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (E) payments required or reasonably deemed by Beneficiary to be for the benefit of the Mortgaged Properties or required to be made by the owner of the Mortgaged Properties under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Properties; (F) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Properties is a member if in any way affecting the Mortgaged Properties; (G) costs incurred by Beneficiary for demolition, preparation for and completion of construction; and (H) pursuant to any lease or other agreement, for occupancy of the Mortgaged Properties.

All Protective Advances shall be additional indebtedness secured by this Deed of Trust and shall become due and payable within ten (10) days after written request therefor from Beneficiary and with interest thereon from the date of the advance until paid at the applicable rate set forth in the Loan Agreement. This Deed of Trust shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Deed of Trust is recorded pursuant to subsection (b)(1) of Section 15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same are clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (A) determination of the amount of indebtedness secured by this Deed of Trust at any time; (B) the amount of the indebtedness found due and owing to Beneficiary in a judgment of foreclosure and any subsequent, supplemental judgments, orders, adjudications or findings by any court of any additional indebtedness becoming due after such entry of judgment (it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose); (C) if right of redemption is deemed not to be waived by this Deed of Trust, computation of any amounts required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5-1603 of the Act; (D) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act; (E) application of income in the hands of any receiver or Beneficiary in possession; and (F) computation of any deficiency judgment pursuant to subsections (b)(2) and (e) of Section 15-1508 and Section 15-1511 of the Act.

(b) Waiver of Right of Redemption and Reinstatement. Without limiting any generality of Article VI of this Deed of Trust, any waiver by Grantor of its rights of redemption and reinstatement includes the waivers of such rights provided under 735 ILCS 5/15-1601 and 735 ILCS 5/15-1602.

(c) Business Loan Recital/Statutory Exemption. (i) Grantor acknowledges and agrees that (A) the proceeds of the Indebtedness will be used in conformance with subparagraph (1)(c) of Section 4 of the Illinois Interest Act, as amended (815 ILCS 205/4(1)(c)); (B) the indebtedness has been incurred solely for business purposes of Grantor and for Grantor's investment or profit, as contemplated by said Section 4; (C) the Indebtedness constitutes a loan secured by real estate within the purview of and as contemplated by said Section 4; and (D) the secured indebtedness is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Sec. 1601 et. seq. has been entered

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into solely for business purposes of Grantor and for Grantor's investment or profit, as contemplated by said section. Without limiting the generality of anything contained herein, Grantor acknowledges and agrees that the transaction of which this Deed of Trust is a part is a transaction which does not include either agricultural real estate (as defined in 735 ILCS 5/15-1201) or residential real estate (as defined in 735 5/15-1219).

(d) Illinois Mortgage Foreclosure Act. It is the express intention of Beneficiary and Grantor that the rights, remedies, powers and authorities conferred upon Beneficiary pursuant to this Deed of Trust shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Act and/or as otherwise permitted by applicable law, as if they were expressly provided for herein. In the event that any provision in this Deed of Trust is deemed inconsistent with any provision in the Act, the provisions of the Act shall take precedence over the provisions of this Deed of Trust, but shall not invalidate or render unenforceable any other provision of this Deed of Trust that can be construed in a manner consistent with the Act.

(e) Collateral Protection Act. Pursuant to the requirements of the Illinois Collateral Protection Act, Grantor is hereby notified as follows:

Unless Grantor provides Beneficiary with evidence of the insurance coverage required by this Deed of Trust or any of the other Loan Documents, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest in the Mortgaged Properties or any other collateral for indebtedness. This insurance may, but need not protect Grantor's interests. The coverage Beneficiary purchases may not pay any claim that Grantor makes or any claim that is made against Grantor in connection with the Mortgaged Properties or any other collateral for the indebtedness. Beneficiary may later cancel any insurance purchased by Beneficiary but only after Grantor provides to Beneficiary evidence that Grantor has obtained insurance as required by this Deed of Trust or any of the other Loan Documents. If Beneficiary purchases insurance for the Mortgaged Properties or any other collateral for the indebtedness, Grantor will be responsible for the costs of that insurance, including reasonable, out-of-pocket expenses of Beneficiary that Beneficiary may lawfully impose in connect with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance that Grantor may be able to obtain on its own.

4.5 **Foreclosure.** After the occurrence and during the continuation of a Default, Trustee shall have the option at her election, of declaring any or all Secured Indebtedness to be immediately due and payable, and the liens evidenced hereby shall be subject to foreclosure, as Trustee may elect, in accordance with 735 ILCS 5/15-1405 or as otherwise provided by law. If the proceeds of a foreclosure sale of less than the whole of the Mortgaged Properties sold shall be less than the aggregate of the Secured Indebtedness, this Mortgage and the lien hereof shall remain in force and effect as to the unsold portion of the Mortgaged Properties, just as though no sale had been made; provided, however, that Grantor shall never have any right to require the

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sale of less than the whole of the Mortgaged Properties, but Trustee shall have the right, at her sole election, to request the sale of less than the whole of the Mortgaged Properties.

4.6 **Receiver.** In addition to all other remedies herein provided for, Grantor agrees that, upon the occurrence and during the continuation of a Default hereunder, Beneficiary shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Property or the solvency of any person or persons liable for the payment of the Secured Indebtedness, and Grantor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by Beneficiary, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Beneficiary under Article III hereof. Grantor expressly waives notice of a hearing for appointment of a receiver and the necessity for bond or an accounting by the receiver. Nothing herein is to be construed to deprive Beneficiary of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Beneficiary in connection with any such receivership shall be a demand obligation (which obligation Grantor hereby expressly promises to pay) owing by Grantor to Beneficiary and shall bear interest, from the date of making such advancement by Beneficiary until paid, at the rate described in Section 2.4 hereof.

4.7 **Beneficiary as Purchaser.** Beneficiary shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and Beneficiary purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Secured Indebtedness.

4.8 **Proceeds of Foreclosure.** The proceeds of any sale held in foreclosure of the liens and/or security interests evidenced hereby shall be applied:

First: To pay all fees, charges and costs of conducting the sale and advertising the Mortgaged Properties, and to pay any prior liens or encumbrances unless such sale is made subject thereto, and to pay necessary costs, or reimburse Trustee for advances, including, without limitation, to protect and maintain the Mortgaged Properties, and to pay taxes, insurance premiums, reasonable accountants' fees, reasonable appraisers' fees, reasonable environmental engineers' fees, court costs, and reasonable attorneys' fees and other reasonable costs, with interest on Trustees advances at the Default Rate;

Second: To the payment of all sums advanced pursuant to the Note and of the other items of the Secured Indebtedness, with interest to the date of such payment; and

Third: Any surplus thereafter remaining shall be paid to whomever shall be lawfully entitled thereto, as ordered by the court in the foreclosure proceedings, and if to Grantor, only upon delivery and surrender of possession of the Mortgaged Properties sold and conveyed, together with all records and materials relating thereto, and provided that in the event the net proceeds of such

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sale or sales shall not be sufficient to pay in full the indebtedness and obligations hereby secured, Grantor shall be liable for, and hereby promises and agrees to pay, any deficiency with respect thereto, on demand.

4.9 **Remedies Cumulative.** All remedies herein provided for are cumulative of each other and of all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other Transaction Document, and, in addition to the remedies herein provided, there shall continue to be available all such other remedies as may now or hereafter exist at law or in equity for the collection of the Secured Indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and/or security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other Transaction Document or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

4.10 **Discretion as to Security.** Beneficiary may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of the Secured Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Beneficiary in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Deed of Trust.

4.11 **Grantor's Waiver of Certain Rights.** To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, Grantor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by applicable law, hereby waives and releases all rights of appraisement, valuation, stay of execution, redemption, notice of intention to mature or declare due the whole of the Secured Indebtedness, notice of election to mature or declare due the whole of the Secured Indebtedness and all rights to a marshaling of assets of Grantor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. Grantor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right under the terms of this Deed of Trust to a sale of the Property for the collection of the Secured Indebtedness without any prior or different resort for collection, or the right under the terms of this Deed of Trust to the payment of the Secured Indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this section and now in force, of which Grantor or Grantor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Mortgaged Properties or the Collateral might take advantage despite this section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section.

4.12 **Grantor as Tenant Post-Foreclosure.** In the event there is a foreclosure sale hereunder and at the time of such sale Grantor or Grantor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Property by, through or under Grantor are occupying or using the Property, or any part thereof, each and all shall

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immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser. To the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible entry and detainer) in any court having jurisdiction.

4.13 **Conveyance to Purchaser.** Any deed, bill of sale or other conveyance executed by or on behalf of Beneficiary, Trustee, the sheriff or other official or party responsible for conducting the sale shall be prima facie evidence of the compliance with all statutory requirements for the sale, the execution of such deed, bill of sale or other conveyance, and the truth and accuracy of the recitals and other matters stated therein, including, without limitation, nonpayment or nonperformance of the Secured Indebtedness, violation of the terms and covenants contained herein, and the advertisement and conduct of such sale in the manner provided herein or as provided by any applicable law. Grantor does hereby ratify and confirm all legal acts that Trustee and Beneficiary may do in carrying out the provisions of this Deed of Trust. Any sale of the Collateral or any portion thereof pursuant to the provisions of this Article IV will operate to divest all right, title, interest, claim and demand of Grantor in and to the property sold and will be a perpetual bar against Grantor and shall, subject to any applicable law, vest title in the purchaser free and clear of all liens, security interests and encumbrances, including without limitation, liens, security interests and encumbrances junior or subordinate to the liens, security interests and encumbrances created by this Deed of Trust, except for Permitted Encumbrances. Upon any sale of the Collateral or any portion thereof pursuant to the provisions of this Article IV, the receipt by Beneficiary, Trustee, the sheriff or other official or party responsible for conducting the sale of the proceeds from such sale shall be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof shall not, after paying such purchase money and receiving such receipt of Beneficiary, Trustee, the sheriff or such other official or party, be obliged to see to the application thereof or be in anywise answerable for any loss, misapplication or nonapplication thereof. Any purchaser at a sale will, subject to mandatory redemption periods, if any, receive immediate possession of the Collateral purchased, and Grantor agrees that if Grantor retains possession of the Collateral or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser, and will, if Grantor remains in possession after demand to remove, be guilty of forcible detainer, and will be subject to eviction and removal, forcible or otherwise, with or without process of law and all damages to Grantor by reason thereof are hereby expressly waived by Grantor.

ARTICLE V Miscellaneous

5.1 **Notice to Account Debtors.** In addition to, but without limitation of, the rights granted in Article III hereof, Beneficiary may, at any time after a Default has occurred that is continuing, notify the account debtors or obligors of any accounts, chattel paper, negotiable

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instruments or other evidences of indebtedness included in the Collateral to pay Beneficiary directly.

5.2 **Waivers.** Beneficiary may at any time and from time to time in writing waive compliance by Grantor with any covenant herein made by Grantor to the extent and in the manner specified in such writing, or consent to Grantor's doing any act which hereunder Grantor is prohibited from doing, or to Grantor's failing to do any act which hereunder Grantor is required to do, to the extent and in the manner specified in such writing, or release any part of the Property or any interest therein or any Transferred Production Proceeds or any Rents from the lien and security interest of this Deed of Trust, without the joinder of Trustee. Any party liable, either directly or indirectly, for the Secured Indebtedness or for any covenant herein or in any other Loan Document may be released from all or any part of such obligations without impairing or releasing the liability of any other party. No such act shall in any way impair any rights or powers hereunder except to the extent specifically agreed to in such writing.

5.3 **No Impairment of Security.** The lien, security interest and other security rights hereunder shall not be impaired by any indulgence, moratorium or release which may be granted, including, but not limited to, any renewal, extension or modification which may be granted with respect to any Secured Indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution which may be granted in respect of the Property (including without limitation Transferred Production Proceeds), or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any Secured Indebtedness.

5.4 **Acts Not Constituting Waiver.** No failure or delay by Beneficiary in exercising any right or power hereunder, including rights with respect to a Default hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Beneficiary hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Deed of Trust or consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be permitted by this Section 5.4, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

5.5 **Amendments.** Neither this Deed of Trust, any Transaction Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Grantor and Beneficiary.

5.6 **Grantor's Successors.** In the event the ownership of the Property or any part thereof becomes vested in a person other than Grantor, then, without notice to Grantor, such successor or successors in interest may be dealt with, with reference to this Deed of Trust and to the Secured Indebtedness, in the same manner as with Grantor, without in any way vitiating or discharging Grantor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Property, no forbearance and no extension of the time for the payment of the Secured Indebtedness shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Grantor hereunder or for the

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payment of the Secured Indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder or for the payment of the Secured Indebtedness.

5.7 **Subrogation to Existing Liens.** To the extent that proceeds of the Secured Indebtedness are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced at Grantor's request, and the party or parties advancing the same shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such indebtedness, Grantor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

5.8 **Application of Payments to Certain Indebtedness.** If any part of the Secured Indebtedness cannot be lawfully secured by this Deed of Trust or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Deed of Trust.

5.9 **Compliance With Usury Laws.** It is the intent of Grantor and Beneficiary to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof, it is stipulated and agreed that none of the terms and provisions contained herein shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect.

5.10 **Substitute Trustee.** Trustee may resign by an instrument in writing addressed to Beneficiary, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Beneficiary. In case of the death, resignation, removal or disqualification of Trustee, or if for any reason Beneficiary shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then Beneficiary shall have the right and is hereby authorized and empowered to appoint a successor trustee, or a substitute trustee, without other formality than appointment and designation in writing executed by Beneficiary and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the Secured Indebtedness has been paid in full, or until the Property is sold hereunder. Each such appointment and substitution shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this Deed of Trust, and the description of the Mortgaged Properties, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the Clerk of the County Commission of each County in which this Deed of Trust is recorded, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, and notice of such proper substitution and appointment to all parties in interest. In the event the Secured Indebtedness is owned by more than one person or entity, the holder or holders of not less than a majority in the amount of such Secured Indebtedness shall also have the right and authority to make the appointment of a successor or substitute trustee as provided for in the preceding sentence or to remove Trustee as provided in the first sentence of this section. Such appointment and designation by Beneficiary shall be full

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evidence of the right and authority to make the same and of all facts therein recited. If Beneficiary is a corporation or association or other entity and such appointment is executed on its behalf by an officer of such corporation or association or other entity, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association or other entity. Beneficiary may act through an agent or attorney-in-fact in substituting trustees. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Mortgaged Properties shall vest in the named successor or substitute Trustee and such successor or substitute shall thereupon succeed to, and shall hold, possess and execute, all the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but nevertheless, upon the written request of Beneficiary or of the successor or substitute Trustee, Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute Trustee all of the estate and title in the Mortgaged Properties of Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute Trustee. All references herein to Trustee shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder.

5.11 No Liability for Trustee. TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, TRUSTEE'S NEGLIGENCE OR BY OPERATION OF STRICT LIABILITY), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by her hereunder. Grantor hereby ratifies and confirms any and all acts which the herein named Trustee or her successor or successors, substitute or substitutes, shall do lawfully by virtue hereof. Grantor will reimburse Trustee for, and indemnify and save Trustee harmless against, any and all liability and expenses (including attorneys' fees) which may be incurred by Trustee in the performance of her duties. The foregoing indemnities shall not terminate upon the release, foreclosure or other termination of this Deed of Trust but will survive such release, termination and/or foreclosure of this Deed of Trust, or conveyance in lieu of foreclosure, and the repayment of the Secured Indebtedness and the discharge and release of this Deed of Trust and the other documents evidencing and/or securing the Secured Indebtedness. Any amount to be paid hereunder by Grantor to Trustee shall be a demand obligation owing by Grantor to Trustee and shall be subject to and covered by the provisions of Section 2.4 hereof.

5.12 Notices.

(a) Any notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, or mailed by certified or registered mail, as follows:

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if to Grantor: Apostolic Faith Church
3823 South Indiana Avenue
Chicago, Illinois 60653
Attn: Horace E. Smith, President/Pastor

if to Beneficiary: First Bank of Owasso
P. O. Box 1800
Owasso, Oklahoma 74055
Attn: Dennis Phillips, Senior Vice President

(b) Any party hereto may change its contact information for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Deed of Trust shall be deemed to have been given on the date of receipt.

5.13 **Invalidity of Certain Provisions.** A determination that any provision of this Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

5.14 **Gender; Titles.** Within this Deed of Trust, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions.

5.15 **Certain Obligations of Grantor.** Without limiting Grantor's obligations hereunder, Grantor's liability hereunder shall extend to and include all post-petition interest, expenses and other duties and liabilities with respect to Grantor's obligations hereunder which would be owed but for the fact that the same may be unenforceable due to the existence of a bankruptcy, reorganization or similar proceeding.

5.16 **Counterparts.** This Deed of Trust may be executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of Exhibit A which contains descriptions of the properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of Exhibit A shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

5.17 **Successors and Assigns.** The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Grantor, and the successors and assigns of Grantor, and shall inure to the benefit of Beneficiary and Trustee and their respective successors and assigns, and shall constitute covenants running with the Mortgaged Properties.

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All references in this Deed of Trust to Grantor, Beneficiary or Trustee shall be deemed to include all such successors and assigns.

5.18 **FINAL AGREEMENT OF THE PARTIES.** THIS DEED OF TRUST AND THE OTHER WRITTEN TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

5.19 **Choice of Law.** Grantor acknowledges that (i) the Deed of Trust and the other Transaction Documents have been negotiated in Oklahoma, and (ii) the documents contemplate the making of advances and payment of the Secured Indebtedness in Oklahoma; therefore, Grantor hereby agrees that the Transaction Documents, including the provisions with respect to the making of any disbursements, the creation of any monetary obligations and the rights accruing and compensation payable to Beneficiary in connection with such loans and obligations shall be governed by and construed in accordance with the laws of the State of Oklahoma, except that where otherwise required by applicable local law, any exercise by Beneficiary of its remedies under this Deed of Trust shall be conducted in accordance with the applicable law where the Mortgaged Properties are situated.

5.20 **Waiver of Jury.** The provisions of Section 9.15 (Waiver of Jury) of the Loan Agreement are incorporated herein by reference to the fullest extent permitted by applicable law.

5.21 **WAIVER OF AUTOMATIC STAY.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, GRANTOR HEREBY AGREES THAT, IN CONSIDERATION OF BENEFICIARY'S AGREEMENT TO ESTABLISH THE GUIDANCE LINE OF CREDIT EVIDENCED BY THE NOTE AND IN RECOGNITION THAT THE FOLLOWING COVENANT IS A MATERIAL INDUCEMENT FOR BENEFICIARY TO ESTABLISH THE GUIDANCE LINE OF CREDIT, IN THE EVENT THAT GRANTOR SHALL (I) FILE WITH ANY BANKRUPTCY COURT OF COMPETENT JURISDICTION OR BE THE SUBJECT OF ANY PETITION UNDER ANY SECTION OR CHAPTER OF TITLE 11 OF THE UNITED STATES CODE, AS AMENDED ("BANKRUPTCY CODE"), OR SIMILAR LAW OR STATUTE; (II) BE THE SUBJECT OF ANY ORDER FOR RELIEF ISSUED UNDER THE BANKRUPTCY CODE OR SIMILAR LAW OR STATUTE; (III) FILE OR BE THE SUBJECT OF ANY PETITION SEEKING ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR OTHER RELIEF FOR DEBTOR; (IV) HAVE SOUGHT OR CONSENTED TO OR ACQUIESCED IN THE APPOINTMENT OF ANY TRUSTEE, RECEIVER, CONSERVATOR, OR LIQUIDATOR; OR (V) BE THE SUBJECT OF AN ORDER, JUDGMENT OR DECREE ENTERED BY ANY COURT OF COMPETENT JURISDICTION APPROVING A PETITION FILED AGAINST GRANTOR FOR ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY,

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INSOLVENCY OR RELIEF FOR DEBTOR, THEN, SUBJECT TO COURT APPROVAL, BENEFICIARY SHALL THEREUPON BE ENTITLED AND GRANTOR HEREBY IRREVOCABLY CONSENT TO, AND WILL NOT CONTEST, AND AGREE TO STIPULATE TO RELIEF FROM ANY AUTOMATIC STAY OR OTHER INJUNCTION IMPOSED BY SECTION 362 OF THE BANKRUPTCY CODE, OR SIMILAR LAW OR STATUTE (INCLUDING, WITHOUT LIMITATION, RELIEF FROM ANY EXCLUSIVE PERIOD SET FORTH IN SECTION 1121 OF THE BANKRUPTCY CODE) OR OTHERWISE, ON OR AGAINST THE EXERCISE OF THE RIGHTS AND REMEDIES OTHERWISE AVAILABLE TO BENEFICIARY AS PROVIDED IN THE LOAN AGREEMENT OR IN THIS MORTGAGE, AND AS OTHERWISE PROVIDED BY LAW, AND GRANTOR HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO OBJECT TO SUCH RELIEF.

5.22 **Definition of Certain Terms.** Any capitalized term used herein and not otherwise defined shall have meaning given such term in the Loan Agreement.

[SIGNATURE PAGE FOLLOWS.]

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IN WITNESS WHEREOF, this instrument is executed by Grantor on the date and year set forth below in the acknowledgment to be effective as of the date first written above.

APOSTOLIC FAITH CHURCH,
an Illinois not for profit corporation

By: 

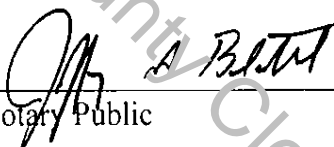
Horace E. Smith,
President and Pastor

"Grantor" and "Debtor"

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Before me, a Notary Public in and for the above state, personally appeared Horace E. Smith, as President and Pastor of Apostolic Faith Church, an Illinois not for profit corporation, who acknowledged the execution of the foregoing Deed of Trust, Assignment, Security Agreement, Fixture Filing and Financing Statement on behalf of said corporation and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 17 day of October, 2015.


Notary Public

Printed _____

My Commission Expires: _____

[SEAL]



The address of Beneficiary is: First Bank of Owasso Attn: Dennis Phillips P. O. Box 18300 Owasso, Oklahoma 74055	The address of Grantor is: Apostolic Faith Church. 3823 South Indiana Avenue Chicago, Illinois 60653
The address of Trustee is: <u>Dennis Phillips</u> c/o First Bank of Owasso Attn: Dennis Phillips, Sr. Vice President P. O. Box 1800 Owasso, Oklahoma 74055	This instrument prepared by: Gary R. McSpadden Crowe & Dunlevy 321 South Boston Avenue, Suite 500 Tulsa, Oklahoma 74103

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EXHIBIT A

PARCEL 1:

LOTS 1 THROUGH 20 BOTH INCLUSIVE IN HENRY PICKET'S RESUBDIVISION OF LOTS 1 TO 19 BOTH INCLUSIVE IN HOLMES' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 20 THROUGH 31, BOTH INCLUSIVE, AND LOTS 34 THROUGH 46, BOTH INCLUSIVE, THE SOUTH 6 FEET OF LOT 47 AND LOT 49 IN HOLMES SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2 AND 3 IN WEBSTER'S SUBDIVISION OF LOTS 32 AND 33 IN HOLME'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 6, 7, 8, 9, 10, 11, 12, AND 13 IN GOLDIES SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID LOT 6 AFORESAID THAT PART THEREOF OCCUPIED BY THE BUILDING ON LOT 5 IN GOLDIES SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTH 59 FEET OF LOT 1 IN BLOCK 1, IN PAGE'S SUBDIVISION OF THE SOUTH 10 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 1 (EXCEPT THE NORTH 59 FEET) AND LOT 4 (EXCEPT THE SOUTH 9 FEET THEREOF) IN BLOCK 1 IN PAGE'S SUBDIVISION OF THE SOUTH 10 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 7:

LOTS 10, 11 AND 12 IN GRIGG'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 8:

THE SOUTH 2/3 OF LOT 5 IN GOLDIE'S SUBDIVISION OF THE NORTH 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE TPM, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THE ENTIRE NORTH/SOUTH 16-FOOT WIDE ALLEY EXCEPT THE NORTH 69 FEET THEREOF; ALSO BEING THAT PORTION FROM THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 6 FEET OF LOT 47 IN HOLMES SUBDIVISION NORTH) IN THE BLOCK BOUNDED BY AND PARALLEL TO SOUTH INDIANA AVENUE TO THE WEST AND SOUTH PRAIRIE AVENUE TO THE EAST; EAST PERSHING ROAD TO THE SOUTH AND EAST 38TH STREET TO THE NORTH; ALSO THE ENTIRE EAST/WEST 16-FOOT WIDE ALLEY JUST NORTH OF AND PARALLEL TO EAST PERSHING ROAD IN THE BLOCK BOUNDED BY EAST 38TH STREET TO THE NORTH, EAST PERSHING ROAD TO THE SOUTH, SOUTH PRAIRIE AVENUE TO THE EAST AND SOUTH INDIANA AVENUE TO THE WEST.

PARCEL 10:

LOTS 6 & 7 IN BLOCK 1~~2~~ IN SPRINGER'S SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

3823 S. Indiana Ave
Chgo. IL 60652

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PERM TAX# PCL YEAR
17-34-316-017-0000 1 OF 53 2014
AFFECTS LOTS 10 AND 11 OF PARCEL 7

17-34-316-018-0000 2 OF 53 2014
AFFECTS LOT 12 OF PARCEL 7

17-34-323-049-0000 3 OF 53 2014
AFFECTS PARCEL 8

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

UNOFFICIAL COPY**CHICAGO TITLE INS
COMMITMENT FOR
SCHEDULE B**

17-34-323-050-0000 4 OF 53 2014
AFFECTS LOTS 6 AND 7 OF PARCEL 4

17-34-323-051-0000 5 OF 53 2014
AFFECTS LOT 8 OF PARCEL 4

17-34-323-052-0000 6 OF 53 2014
AFFECTS LOTS 9 AND 10 OF PARCEL 4

17-34-323-053-0000 7 OF 53 2014
AFFECTS LOT 11 OF PARCEL 4

17-34-323-054-0000 8 OF 53 2014
AFFECTS LOTS 12 AND 13 OF PARCEL 4

17-34-323-055-0000 9 OF 53 2014
AFFECTS PARCEL 5

17-34-323-056-0000 10 OF 53 2014
AFFECTS PARCEL 6

17-34-324-001-0000 11 OF 53 2014
AFFECTS LOT 20 OF PARCEL 1

17-34-324-002-0000 12 OF 53 2014
AFFECTS LOT 19 OF PARCEL 1

17-34-324-003-0000 13 OF 53 2014
AFFECTS LOT 18 OF PARCEL 1

17-34-324-004-0000 14 OF 53 2014
AFFECTS LOT 17 OF PARCEL 1

17-34-324-005-0000 15 OF 53 2014
AFFECTS LOT 16 OF PARCEL 1

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CHICAGO TITLE INSURANCE COMMITMENT FOR SCHEDULE B (1)

17-34-324-006-0000 16 OF 53 2014
AFFECTS LOTS 14 AND 15 OF PARCEL 1

17-34-324-007-0000 17 OF 53 2014
AFFECTS LOT 13 OF PARCEL 1

17-34-324-008-0000 18 OF 53 2014
AFFECTS LOT 12 OF PARCEL 1

17-34-324-009-0000 19 OF 53 2014
AFFECTS LOT 11 OF PARCEL 1

17-34-324-010-0000 20 OF 53 2014
AFFECTS LOT 10 OF PARCEL 1

17-34-324-011-0000 21 OF 53 2014
AFFECTS LOT 9 OF PARCEL 1

17-34-324-012-0000 22 OF 53 2014
AFFECTS LOT 8 OF PARCEL 1

17-34-324-013-0000 23 OF 53 2014
AFFECTS LOT 7 OF PARCEL 1

17-34-324-014-0000 24 OF 53 2014
AFFECTS LOT 6 OF PARCEL 1

17-34-324-015-0000 25 OF 53 2014
AFFECTS LOT 5 OF PARCEL 1

17-34-324-016-0000 26 OF 53 2014
AFFECTS LOT 4 OF PARCEL 1

17-34-324-017-0000 27 OF 53 2014
AFFECTS LOT 3 OF PARCEL 1

UNOFFICIAL COPYCHICAGO TITLE IN
COMMITMENT FC
SCHEDULE 1

17-34-324-018-0000 28 OF 53 2014
AFFECTS LOT 2 OF PARCEL 1

17-34-324-019-0000 29 OF 53 2014
AFFECTS LOT 1 OF PARCEL 1

17-34-324-020-0000 30 OF 53 2014
AFFECTS LOT 49 OF PARCEL 2

17-34-324-022-0000 32 OF 53 2014
AFFECTS THE SOUTH 6 FEET OF LOT 47

17-34-324-023-0000 33 OF 53 2014
AFFECTS LOT 46 OF PARCEL 2

17-34-324-024-0000 34 OF 53 2014
AFFECTS LOT 45 OF PARCEL 2

17-34-324-025-0000 35 OF 53 2014
AFFECTS LOT 44 OF PARCEL 2

17-34-324-026-0000 36 OF 53 2014
AFFECTS LOT 43 OF PARCEL 2

17-34-324-027-0000 37 OF 53 2014
AFFECTS LOT 42 OF PARCEL 2

17-34-324-028-0000 38 OF 53 2014
AFFECTS LOT 41 OF PARCEL 2

17-34-324-029-0000 39 OF 53 2014
AFFECTS LOT 40 OF PARCEL 2

17-34-324-030-0000 40 OF 53 2014
AFFECTS LOT 39 OF PARCEL 2

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CHICAGO TITLE INSURANCE
COMMITMENT FOR
SCHEDULE B (17-34-324-031-0000 41 OF 53 2014
AFFECTS LOT 38 OF PARCEL 217-34-324-032-0000 42 OF 53 2014
AFFECTS LOT 37 OF PARCEL 217-34-324-033-0000 43 OF 53 2014
AFFECTS LOT 36 OF PARCEL 217-34-324-034-0000 44 OF 53 2014
AFFECTS LOT 35 OF PARCEL 217-34-324-035-0000 45 OF 53 2014
AFFECTS LOT 34 OF PARCEL 217-34-324-036-0000 46 OF 53 2014
AFFECTS LOT 1 OF PARCEL 317-34-324-037-0000 47 OF 53 2014
AFFECTS LOT 2 OF PARCEL 317-34-324-038-0000 48 OF 53 2014
AFFECTS LOT 3 OF PARCEL 317-34-324-039-0000 49 OF 53 2014
AFFECTS LOT 31 OF PARCEL 217-34-324-040-0000 50 OF 53 2014
LOTS 20, 21 AND PART LOT 22 OF PARCEL 217-34-324-041-0000 51 OF 53 2014
AFFECTS PART LOT 22 AND PART LOT 23 OF PARCEL 217-34-324-042-0000 52 OF 53 2014
AFFECTS PART LOT 23 AND LOT 24 OF PARCEL 217-34-324-043-0000 53 OF 53 2014
AFFECTS LOTS 25 TO 30 OF PARCEL 220-03-103-001-0000 54 OF 54
AFFECTS PARCEL 10

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FOR RECORDER'S USE ONLY

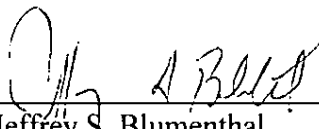
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

AFFIDAVIT OF RE-RECORDING


I, Jeffrey S. Blumenthal, being first duly sworn under oath, state as follows:

1. The original of this document was recorded on October 28, 2015, as Document No. 1530134072.
2. As the result of a scrivener's error, the originally recorded document omitted the name of the Trustee (Dennis Phillips) in three places.
3. This document is being re-recorded to include the name of the Trustee in the appropriate places on the document (the initial page, the page numbered "1" and the page numbered "25").
4. In all other respects, this document is identical to the originally recorded document.

Further affiant sayeth not.


 Jeffrey S. Blumenthal

Signed to and sworn before me this
 2nd day of February, 2017.


 Notary Public

