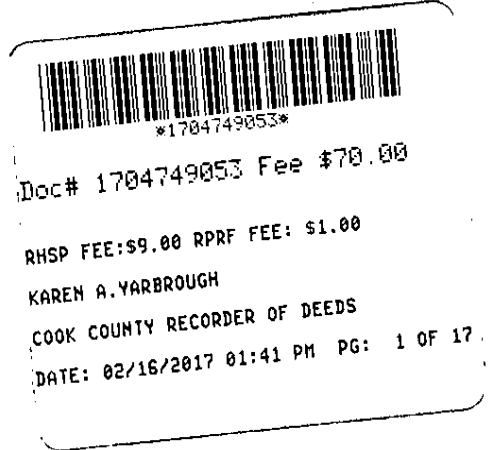


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Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption

Report Mortgage Fraud  
800-532-8785



The property identified as: **PIN:** 05-20-212-009

**Address:**

**Street:** 501 CHESTNUT STREET

**Street line 2:**

**City:** WINNETKA

**State:** IL

**ZIP Code:** 60093

**Lender:** RELIANCE BANK

**Borrower:** 501 CHESTNUT STREET, LLC AND 543 LINCOLN AVENUE, LLC

**Loan / Mortgage Amount:** \$12,080,000.00

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

*Mail To:*  
FREEDOM TITLE CORPORATION  
2260 HICKS ROAD SUITE 415  
ROLLING MEADOWS IL 60008

6716569 2/3

**Certificate number:** 3BEEA89B-A71E-455C-A48C-7463B80A0B15

**Execution date:** 2/10/2017

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Mail To  
 FREEDOM TITLE CORPORATION  
 2260 HICKS ROAD SUITE 415  
 ROLLING MEADOWS IL 60008

6716569 2/3

Prepared By:  
 Jenkins + Kling, P.C.  
 150 N Meramec Ave., Ste. 400  
 St. Louis, MO 63105

THIS MORTGAGE AGREEMENT SECURES FUTURE ADVANCES AND FUTURE  
 OBLIGATIONS

MORTGAGE AND SECURITY AGREEMENT  
 (Cook County)

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made and entered into as of the 10 of February, 2017 by and among 501 CHESTNUT STREET, LLC and 543 LINCOLN AVENUE, LLC, each an Illinois limited liability company having its chief executive office and principal place of business as 8000 Maryland Avenue, Suite 610, Clayton, Missouri 63105 (collectively, and jointly and severally as co-borrowers and co-obligors, "Mortgagor"), and RELIANCE BANK, a Missouri banking corporation having a business address at 10401 Clayton Road, Frontenac, Missouri 63131 ("Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor is the owner of a certain parcel or parcels of real estate lying and being in the County of Cook, State of Illinois as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, together with: (a) all buildings, improvements and structures of every kind and description now or hereafter erected, situated or placed thereon; (b) all rights, privileges, royalties, minerals, oil and gas rights and profits, water, water rights and water stock, easements, tenements, hereditaments, appendages and appurtenances now or hereafter thereunto belonging or in any way appertaining thereto; (c) all present and hereafter acquired rights, title, interest and estate of Mortgagor in and to any streets, sewers, roads, ways, sidewalks, curbs, alleys and areas adjoining said real property and portions thereof, whether vacated by law or ordinance, conditionally or otherwise, (d) all current and future rents, revenues income, issues and profits therefrom; (e) all condemnation, insurance or other awards or payments, direct or consequential, including interest thereon, and the right to receive the same, made with respect to said real property as a result of damage or destruction or in the exercise of any right of condemnation or eminent domain, the alteration of the grade of any street or any other injury to or decrease in value of said real property; and (f) all contract rights, rights to payment of money, general intangibles,

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books and records, surveys, blueprints, plans and specifications, engineering reports, goods, materials, supplies, inventory, equipment, fixtures, and machinery of Mortgagor, including all spare parts, replacement parts and accessories thereto, and all other personal property of any kind or nature now or hereafter annexed, affixed, attached or related to, or used or arising in the use, development, occupancy or operation of said real property or any buildings, improvements or structures thereon, together with the rights to collect rents as hereinafter provided; and

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor, of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all rights, title and interest of Mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property to the center line thereof. (All of the foregoing being hereinafter collectively referred to as the "PROPERTY").

NOW THEREFORE, Mortgagor MORTGAGES, CONVEYS and WARRANTS to Mortgagee (and grants a continuing security interest to the extent any of the Property is deemed to be personal property or fixtures under applicable law, whether now owned or hereafter acquired, and all proceeds thereof), the Property to secure the payment of any and all obligations and liabilities of Mortgagor to Mortgagee of every description, whether now or hereafter existing or arising or acquired by Mortgagee, and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, liquidated or unliquidated, or matured or unmatured, including, but not limited to, the payment of a certain promissory note of even date herewith in the original principal amount of Twelve Million Eighty Thousand and 00/100 Dollars (\$12,080,000.00) executed and delivered by Mortgagor to Mortgagee, as more fully described in said promissory note, and all extensions, refinancings, modifications, amendments, substitutions, replacements, refundings and renewals of any of the same (the "Note"). This Mortgage is also made to secure the performance and payment of the covenants, sums and obligations of Mortgagor under the provisions of this Mortgage and of Mortgagor under that certain Loan Agreement of even date herewith between Mortgagor and Mortgagee (as hereafter amended, the "Loan Agreement"). The lien of this Mortgage further secures payment of existing obligations and future advances made pursuant to the Loan Agreement, to the same extent as if such future advances were made on the date of execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made. Mortgagee agrees to make future advances in accordance with the Loan Agreement, and to make future advances pursuant to the Loan Agreement, the Note, any other promissory notes executed in connection therewith and any amendments and renewals thereof; provided, however, that in any event the aggregate of all indebtedness, including future advances, secured hereby shall not exceed \$15,650,000.00. All of the foregoing obligations, advances and liabilities are hereinafter collectively referred to as the "Obligations".

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TO HAVE AND TO HOLD the above granted and described Property, with the appurtenances, unto Mortgagee, its successors and assigns, forever, hereby releasing and waiving all rights of Mortgagor under and by virtue of the Homestead Exemption Laws of the State of Illinois.

AND Mortgagor covenants with the Mortgagee as follows:

1. Liabilities and Obligations. Mortgagor will cause to be paid when due the Obligations as and when the same are due and owing, and shall timely perform all covenants and agreements hereunder.

2. Warranties as to Title and Lien. Mortgagor represents and warrants that it has full power and authority to execute this Mortgage, has good and valid title in fee simple to the Property, that the Property is free and clear of all liens and encumbrances whatsoever other than Permitted Liens as such term is defined in the Loan Agreement. Mortgagor further represents and warrants that the lien created by this Mortgage shall be a first lien on the Property subject only to such Permitted Liens.

3. Payment of Taxes and Assessments. Before they become delinquent, Mortgagor shall pay all taxes, assessments, charges, fines and impositions extraordinary or ordinary, which are now due or which may become due or become a lien on the Property, or any part thereof, and shall submit to Mortgagee at its offices, evidence of the timely payment of such taxes, assessments, charges, fines and impositions.

4. Insurance of Property. Mortgagor shall keep the Property fully insured against loss or damage by fire, lightning, windstorm, explosion, and all other hazards included in the broadest form of extended insurance coverage available with any additional hazards or kinds of coverage desired by Mortgagor and acceptable to Mortgagee, provided that all such insurance is maintained with a company or companies approved by Mortgagee in its reasonable discretion until Obligations have been fully satisfied, or Mortgagee has released this Mortgage. Mortgagor shall also continuously keep in force and effect public liability insurance for all activities on the Property in an acceptable amount and with companies acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee binders or policies of insurance representing the aforesaid insurance and naming Mortgagee as a mortgagee, loss payee and additional named insured. Mortgagor shall further deliver to Mortgagee proof of the renewal of each such insurance policy no later than thirty (30) days before its renewal date or dates, showing Mortgagee to be a mortgagee, additional named insured and loss payee on such policy or policies during the renewal period. If Mortgagor fails to obtain or maintain such insurance, then Mortgagee may obtain such insurance and the amount so paid by Mortgagee shall be paid by Mortgagor to Mortgagee immediately upon demand by Mortgagee, plus interest at the highest post maturity rate on any of the Obligations (the "Repayment Rate") from the date of payment by Mortgagee, and shall be secured by this Mortgage. Regardless of the types and any amounts of insurance required and approved by Mortgagee, Mortgagor hereby assigns and delivers to Mortgagee, all policies of insurance which insure against any loss or damage to the Property as

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collateral and further security for the Obligations. In the event of foreclosure hereunder, Mortgagee shall have the right to assign to the purchaser at the foreclosure sale, the unexpired term of all insurance policies required hereby. Provided no default or Event of Default has occurred and is continuing, Mortgagee shall make all insurance proceeds available to Mortgagor for the repair, restoration or replacement of any buildings and improvements now or hereafter located on the Property, provided Mortgagor immediately escrows sufficient funds to cover any deficiency of such insurance proceeds to repair, restore or replace the buildings and improvements damaged. If such deficiency is not promptly deposited in escrow by Mortgagor upon the determination of the cost of repair, restoration or replacement or, if Mortgagor does not promptly cause the determination of the cost of repair, restoration or replacement by a qualified professional acceptable to Mortgagee, Mortgagee shall have no obligation to make such insurance proceeds available to Mortgagor as provided herein and may promptly apply the same to the Obligations, whether or not the Obligations are then due and payable. All funds (insurance proceeds and deficiency funds escrowed by Mortgagor) shall be deposited with the Title Company (as such term is defined in the Loan Agreement) and disbursement thereof shall be subject to a disbursement agreement to be executed by the parties in form reasonably satisfactory to Mortgagee for the repair, restoration and replacement of the buildings and improvements on the Property. If there are any funds remaining after the repair or restoration of the buildings and improvements on the Property as described herein, such funds shall be applied to the Obligations whether or not the same are then due and payable.

5. Preservation and Maintenance of Property. Mortgagor agrees: (i) to cause all improvements on the Property to be constructed of first class materials in a good, substantial and workmanlike manner and maintain the same in good condition and repair (normal wear and tear excepted);(ii) not to commit or permit any waste to occur on or about the Property and keep the Property free from environmental hazards at all times; (iii) not to permit any act by which the Property shall become less valuable; (iv) not to remove or permit removal of any buildings or other improvements, fixtures or equipment of any kind from the Property except in the ordinary course of Mortgagor's business; (v) not to construct any new improvements, additions to, or structural changes in the present improvements and fixtures thereon, the cost of which would exceed \$1,000.00 in the aggregate, without the written consent of Mortgagee, except in the ordinary course of Mortgagor's business or except where the Obligations constitute construction financing from Mortgagee; and (vi) keep the Property free and clear of all liens and encumbrances hereafter arising (excepting only Permitted Liens as such term is defined in the Loan Agreement), including, but not limited to, liens of mechanics, materialmen, laborers, contractors, subcontractors, architects and engineers; provided, however, that Mortgagor shall have the right to contest any such lien or encumbrance, and any claim giving rise to such lien or encumbrance, if the same is being contested in good faith by appropriate proceedings with adequate reserves therefor having been set aside on its books and in such instance, upon request of Mortgagee (or if otherwise required by applicable law), Mortgagor shall post bond to cover the same. Except for any construction being financed by the Obligations, Mortgagor further agrees not to install fixtures that would subject the Property and all improvements thereon to any vendor's liens or other lien except in the ordinary course of business without the written consent of Mortgagee.

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6. Assignment of Awards. Mortgagor hereby assigns to Mortgagee, and this Mortgage secures, all awards or payments, including any interest thereon, and the right to receive the same, which may be made in respect of the Property as a result of: (a) the exercise of eminent domain by any public or quasi-public authority, (b) the alteration of the grade of any street or any other injury to or decrease in the value of the Property, and Mortgagee may apply any award or payment to the Obligations whether or not due or accrued and to the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment (whether or not litigation is commenced). Mortgagor agrees to execute and deliver, from time to time and at any time, such further instruments as may be requested by Mortgagee, to confirm such assignment to Mortgagee of any such award or payment.

7. Assignment of Rents.

(a) As additional security hereunder, Mortgagor hereby assigns to Mortgagee all profits, income, rents and leases of the Property (the "Leases"), provided that Mortgagor shall, prior to an Event of Default hereunder have the right to collect and retain all regularly scheduled payments on the Leases as they become due and payable.

(b) Upon the occurrence of an "Event of Default" hereunder, Mortgagee, in person, by agent or by judicially appointed receiver, shall be entitled to: (i) enter upon, take possession and manage the Property and to collect the rents of the Property including those past due; (ii) make, enforce, modify, compromise and settle rentals and accept the surrender of any Lease; (iii) obtain and evict tenants; (iv) fix or modify rents; (v) do any acts which Mortgagee deems proper to protect the security hereof until all of the Obligations are paid in full; (vi) either with or without taking possession of the Property in Mortgagor's or Mortgagee's name, sue for or otherwise collect and receive all rents, issues, and profits, including those past due and unpaid, and apply the same (less costs and expenses of operation and collection, including reasonable attorneys' fees) against any of the Obligations in such order as Mortgagee may determine in Mortgagee's sole and absolute discretion; and/or (vii) sell, transfer or convey at private or public sale not less than ten (10) days after sending written notice to Mortgagor, all of Mortgagee's rights hereunder. Mortgagee (or court appointed receiver) may exercise any one or more of the foregoing, at its option and the election of any right or remedy shall not preclude the simultaneous or subsequent election of any other right or remedy granted herein or otherwise available under law or in equity. All rents collected by Mortgagee or Mortgagee's agent or receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums of receiver's bonds and reasonable attorneys' fees, then to the cost of necessary repairs and other costs requisite and necessary to maintain the Property, then to payment of general and special taxes and accrued interest and principal under any prior lien due and remaining unpaid, and then to the Obligations, whether or not due or accrued in such order as Mortgagee elects in its sole and absolute discretion. Mortgagee or Mortgagee's agent and the receiver shall be liable to account only for those rents actually received. Mortgagor shall remain liable for any deficiency until the Obligations are paid in full.

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(c) Mortgagor shall: (i) faithfully abide by and perform every obligation and agreement of the Leases required of the lessor thereunder; (ii) give prompt notice to Mortgagee of any notice of material default with respect to the Leases received from any lessee thereunder, together with a complete copy of any written notice thereof; (iii) at the sole cost of Mortgagor, enforce or secure performance of every obligation and agreement of the lessees under the Leases; and (iv) not accept any rents under the Leases more than thirty (30) days prior to accrual, or waive, excuse, condone or in any manner release or discharge lessees thereunder from any obligations of any lessee under the Leases, including the obligation to pay rentals as and when due.

(d) Mortgagor hereby represents and warrants to Mortgagee that, to the best of Mortgagor's knowledge after due inquiry: (i) Mortgagor has not executed any prior assignment of any of Mortgagor's rights under the Leases except to the Mortgagee; (ii) Mortgagor has not done anything which might prevent Mortgagee from, or limit Mortgagee in, operating under any of the provisions of this Section; (iii) Mortgagor has not accepted rent under any existing Leases more than thirty (30) days in advance of the due date; (iv) there is no present default by the lessee or Mortgagor under any existing Lease; and (v) all existing Leases are in full force and effect and unmodified.

(e) Mortgagee (or its agents or any judicially appointed receiver) shall not be obligated to perform or discharge any obligation under the Lease by reason of the provision hereof, and Mortgagor hereby releases Mortgagee from all claims and liabilities whatsoever by reason of any alleged obligation or undertaking to perform or discharge any of the Leases. If Mortgagor executes and records a separate assignment of rents concerning the Property, to the extent this paragraph and such document conflict, the terms of the separate assignment document shall govern.

8. Attorneys' Fees. In case of any action or proceeding in any court or otherwise (whether or not litigation is commenced and/or whether or not it is involving representation of Mortgagee in any bankruptcy, receivership or insolvency proceeding) to collect any sums payable under or secured by this Mortgage or, in any other case permitted by law in which attorney's fees and expenses may be collected from Mortgagor or charged upon the Property, Mortgagor agrees to pay when due all costs, expenses and reasonable attorneys' fees incurred by Mortgagee.

9. Title Report. Upon the occurrence of any Event of Default hereunder, Mortgagee may procure a title report or commitment, or a continuation thereof, for the Property, at the expense of Mortgagor, with interest upon the amount advanced by Mortgagee at the Repayment Rate.

10. Fixture Filing. From the date of the recording of this Mortgage, this Mortgage shall be effective as a fixture filing with respect to all fixtures forming part of the Property. For this purpose the following information is set forth: (a) the name and address of the debtor are the name and address of the Mortgagor as set forth above; (b) the name and address of the secured party are the name and address of Mortgagee as set forth above; (c) this document covers personal property which is or shall be fixtures to or of the Property and all proceeds thereof; (d) this document is to be filed in the real estate records; (e) a description of the real estate is attached hereto as Exhibit "A"; and (f) Mortgagor is the record owner of said real estate.

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11. Default. The occurrence of an Event of Default under the Loan Agreement shall constitute a "Default" or "Event of Default" hereunder.

12. Foreclosure and Other Remedies Related to the Real Estate. Upon the occurrence of an Event of Default hereunder, this Mortgage shall remain in force, and Mortgagee shall have the right to foreclose the lien hereof; and in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property; that all such expenditures and expenses shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Repayment Rate, when paid or incurred by Mortgagee; and that the proceeds of any such foreclosure sale shall be applied to (after paying all costs and expenses incident to the foregoing proceedings) FIRST, the cost and expense of executing this Mortgage and any one or more attempts to enforce this Mortgage regardless of whether or not multiple attempts are made to enforce this Mortgage due to temporary compromise between the parties, an intervening bankruptcy proceeding, court order or otherwise, including compensation to any attorneys employed by Mortgagee for their services; SECOND, to Mortgagee upon the usual vouchers therefor, all amounts paid for insurance, taxes, lien claims and other payments made by Mortgagee as provided herein; THIRD, to Mortgagee under the Obligations in the order determined solely by Mortgagee; FOURTH, the amount due on any junior encumbrances, with interest; and FIFTH, the remainder of such proceeds, if any, shall be paid to Mortgagor or to such person entitled thereto by law. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the Mortgagee is hereby authorized, but not required, to (i) take possession of the Property; and/or (ii) designate the receiver of the Property to the court in which such suit is filed. The Mortgagee or designated receiver, upon taking possession of the Property, shall have all of the power and authority granted or allowed to either a "mortgagee in possession" or "receiver" pursuant to, and to the extent not inconsistent with, applicable law, together with such additional rights and privileges as follows:

- a. to receive rents, issues and profits;
- b. from time to time, to petition the court in which the foreclosure is filed, to authorize the application of the net income in the Mortgagee's or receiver's possession, in payment in whole or part of the Obligations secured hereby, or secured by any judgment foreclosing this Mortgage or any tax, special assessment or other lien may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against the Mortgagor or any guarantor of the Obligations in the case of a foreclosure sale or deficiency; and



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c. all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Property.

Mortgagor agrees to pay upon demand any deficiency remaining after the enforcement of the lien of this Mortgage with interest thereon at the Repayment Rate.

13. Characterization of Property, Remedies for Disposition of Personal Property. If any of the Property could, under applicable law, be treated either as personal property or as a part of the real estate, or if it is unclear whether such property is real property or personal property, it is the intention of Mortgagor and Mortgagee that such property be treated for all purposes hereunder as a part of the real estate. With respect to any personal property forming part of the Property, Mortgagor shall upon the occurrence of an Event of Default and demand by Mortgagee, promptly assemble any such personal property and make it available to Mortgagee at a place to be designated by Mortgagee. Mortgagee may, with respect to any such personal property, have, in addition to other rights and remedies hereunder, the rights and remedies under the Illinois version of the Uniform Commercial Code, including the right to take possession of such personal property and to sell all or any portion thereof at public or private sale, at such place or places and at such time or times and in such manner and upon such terms, whether for cash or credit, as Mortgagee in its sole and absolute discretion may determine. Ten (10) days prior written notice of any such sale shall be deemed sufficient. Mortgagee may apply the proceeds of any such sale first to the payment of costs and expenses incurred by Mortgagee in connection with such sale, including reasonable attorneys' fees and legal expenses, and second to payment of the Obligations, whether due or accrued in such order as Mortgagee elects in its sole and absolute discretion, and then to pay the surplus, if any, as required by law.

14. Protection of Mortgagee's Security. Upon the occurrence of an Event of Default hereunder, or if any action is commenced or event occurs that significantly impairs: (i) performance by Mortgagor of any of Mortgagor's covenants or agreements hereunder; (ii) the value of the Property; or (iii) Mortgagee's ability to realize upon the Property, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee, at its sole and absolute option, may make such appearances, disburse such sums, and take such action as is necessary to protect Mortgagee's interest, including but not limited to, disbursement of reasonable attorneys' fees, payment of delinquent and unpaid utility bills, making of repairs, removal or clean-up of hazardous substances (provided such is done at the direction of and in compliance with applicable regulatory authorities) and entry upon the Property to do any of the foregoing. Any and all amounts disbursed by Mortgagee pursuant to this paragraph, together with interest thereon at the Repayment Rate, shall become an additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of payment, such amount shall be payable upon written notice from Mortgagee to Mortgagor requesting payment thereof. Nothing in this paragraph shall require Mortgagee to incur any expense or to take any action hereunder.

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15. Inspection. Mortgagee or its agents may make or cause to be made reasonable entries upon and inspections of the Property and any books and records with respect to Mortgagor's ownership, operation, management, possession and control of the Property without liability of any kind to Mortgagor, provided that Mortgagee shall give Mortgagor reasonable notice before any such inspection.

16. Compliance With Laws, Ordinances, Etc. Throughout the term of this Mortgage, Mortgagor shall promptly comply with all present and future laws, ordinances and rulings, ordinary and extraordinary, foreseen and unforeseen, and all instruments or documents of record affecting the Property, whether or not such laws, ordinances, rulings, instruments or documents shall necessitate structural changes, improvements or repair, or the removal of any encroachment or projections unto or over streets or properties adjacent to the Property. Mortgagor will not make any application to any federal, state or local government authority for a change in zoning affecting the Property, nor shall Mortgagor consent to any such change without the prior written consent of Mortgagee.

17. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver of or preclude the exercise of any such right or remedy at any time. The payment of taxes or other liens or charges, or the disbursement of any funds hereunder by Mortgagee shall not be a waiver of Mortgagee's right to immediately demand payment of the Obligations. No covenant, agreement, provision, term or condition of this Mortgage to be performed or complied with by Mortgagor, and no breach thereof shall be waived, altered or modified except by a written instrument executed by Mortgagee.

18. Waivers and Releases.

(a) Upon the commencement of any action, suit or other legal proceeding by Mortgagee pursuant to this Mortgage or any of the Obligations, Mortgagor hereby consents to the jurisdiction of the courts of the State in and for the County where the Property is located and hereby waives any right to transfer any such action to any other court.

(b) MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REINSTATEMENT AND RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

(c) Mortgagor will not at any time insist upon, plead, or in any manner whatsoever claim or take any benefit or advantage of any law pertaining to the marshalling of assets, the administration of the estates of decedents, any present or future laws exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for

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payment, wherever enacted, now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of any of the Property prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction. Mortgagor, for itself and all who claim under it, waives, to the extent that it lawfully may, all right to have the Property marshalled upon any sale or foreclosure hereunder. Mortgagor hereby agrees and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

19. Remedies Cumulative. No remedy or right of Mortgagee hereunder shall be exclusive. Each right and remedy of Mortgagee with respect to this Mortgage shall be in addition to, every other remedy or right now or hereafter existing at law or in equity and all such rights and remedies may be exercised concurrently, independently or successively. No delay by Mortgagee in exercising, or omission to exercise, any remedy or right accruing upon an Event of Default hereunder shall impair any such remedy or right, or shall be construed to be a waiver of any such Event of Default, acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

20. Mortgagor Not Released. Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any approved successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors.

21. Transfer of Property. Except in Mortgagor's ordinary course of business, no sale, lease, mortgage, trust deed, grant by Mortgagor of any encumbrance of any kind (except as otherwise expressly permitted herein or in the Loan Agreement), conveyance, contract to sell, or transfer of the Property, or any part thereof, or transfer of occupancy or possession of the Property, or any part thereof, or sale or transfer of ownership of the beneficial interest or power of direction in Mortgagor shall be made without the prior written consent of Mortgagee and any such act shall constitute an Event of Default hereunder.

22. Notices. Any provision in this Mortgage requiring or permitting notice or demand or request shall be deemed satisfied by compliance with the notice provisions contained in the Loan Agreement.

23. Release of Lien. If all the Obligations are fully paid when due and the covenants and agreements herein contained to be observed and performed by Mortgagor are duly observed and performed, then this Mortgage shall be void and the Property shall be released from the lien hereby

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created and shall be reconveyed to Mortgagor or as Mortgagor may direct. Mortgagor shall pay all costs of recordation, if any, of any release. Mortgagor shall pay all costs of recordation, if any, of any release.

24. Environmental Compliance. Mortgagor represents and warrants to Mortgagee that, to the best of Mortgagor's knowledge after due inquiry, except as otherwise disclosed to Mortgagee in writing prior to the date hereof, that there are no Hazardous Materials (hereinafter defined) on, in or under the Property, which Mortgagor or any other person or entity has placed or caused or allowed to be placed on the Property, or used in construction of the Property, which have caused or which may cause any investigation by any agency or instrumentality of government, including the Environmental Protection Agency, or the presence of which may be in violation of any law or regulation of any local, state or federal government ("Environmental Laws") or which may be a nuisance or health threat to present and future occupants of the Property or any part thereof or any other persons located around or about the Property. Mortgagor will indemnify, defend, and save Mortgagee harmless against any and all loss, damages and costs, including reasonable attorneys' fees and expenses which Mortgagee may hereafter suffer, incur, or lay out, by reason of any liability arising out of violation of any Environmental Laws, claims, or proceedings due to the past, present or future state of the Property, or due to the activities of Mortgagor. This indemnification shall extend to any liability Mortgagee may suffer or incur in connection with any toxic or other waste clean up ordered by any governmental agency or court. For purposes hereof, the term "Hazardous Materials" means any substance, material or waste which is or becomes regulated by any governmental authority including, but not limited to: (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar state or federal statute, rule, regulation or ordinance now or hereafter in effect.

25. Miscellaneous.

(a) The covenants contained herein shall bind, and the benefits shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. The foregoing shall not be construed as a consent by Mortgagee to the transfer of all or any part of the Property by Mortgagor.

(b) Unless otherwise expressly stated, the word "Mortgagor" as used herein includes Mortgagors' successors-in-interest and assigns, and the word "Mortgagee" as used herein includes Mortgagee's successors-in-interest and assigns including any holder of the Obligations or any other transferee of the Obligations whether by operation of law or otherwise.

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(c) With respect to procedural matters related to the perfection and enforcement of Mortgagee's rights against the Property, this Mortgage will be governed by federal law applicable to Mortgagee and to the extent not preempted by federal law, the laws of the State of Illinois. In all other respects, this Mortgage will be governed by federal law applicable to Mortgagee and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Mortgagee in the State of Missouri. If there is a lawsuit arising in connection with the Note or any other matter relating thereto, Mortgagee agrees upon Mortgagee's request to submit to the jurisdiction and venue of Missouri state courts located in St. Louis County, Missouri, and the federal court located in the Eastern District of Missouri, Eastern Division, for any breach or dispute regarding this Assignment. The parties mutually relinquish all rights to trial by jury.

(d) If Mortgagor is composed of more than one person or entity, the obligations and liability of Mortgagor hereunder shall be joint and several as to each such person or entity.

(e) If any provision of this Mortgage shall conflict with any provision of any other document evidencing or securing the Obligations, the provision of the document which shall enlarge the interest of Mortgagee in the Property, afford Mortgagee greater financial security in the Property and/or assure payment and performance of the Obligations shall control.

(f) If any term or provision of this Mortgage or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and be enforced to the fullest extent permitted by law.

(g) The headings and captions in this Mortgage are for convenience only, and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Mortgage.

(h) Promptly upon request of Mortgagee, Mortgagor shall do all acts and things, including, but not limited to, the execution of any further deeds, conveyances, mortgages, assignments and further assurances, deemed necessary or desirable by Mortgagee to establish, confirm, maintain or continue the lien created and intended to be conferred in favor of Mortgagee hereby and the priority thereof.

(i) All indemnities, releases and waivers made by Mortgagor hereunder shall survive the termination of this Mortgage or any exercise of power of sale or exercise of an remedy hereunder or with respect hereto.

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26. Representations as to Nature of Obligations. Mortgagor represents and warrants that the loan by Mortgagee forming part of the Obligations secured hereby constitute a business loan as defined by and under the purview of Illinois law and shall not be used for any personal or recreational purposes.

[Signature Page to Follow]

Property of Cook County Clerk's Office



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MORTGAGEE:

RELIANCE BANK

By: *Patrick Shuff*  
Title: SVP  
Print Name: Patrick Shuff

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 2<sup>nd</sup> day of February, 2017, before me, a notary public in and for said County and State appeared Patrick Shuff, to me personally known, who, being by me duly sworn, did say that he is SVP of Reliance Bank, a Missouri banking corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

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

*Jacqueline Ann Davis*  
Notary Public

My Commission Expires:

JACQUELINE ANN DAVIS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Louis City  
My Commission Expires: February 16, 2020  
Commission Number: 98431207



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## EXHIBIT "A"

PARCEL 1: THE NORTH 93 FEET OF THE SOUTH 146 FEET OF THAT PART OF BLOCK 26 IN WINNETKA, LYING WEST OF THE EAST LINE OF LOT 7 IN OAK KNOLL SUBDIVISION OF PART OF SAID BLOCK 26 IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 53 FEET OF PART OF BLOCK 26 IN THE VILLAGE OF WINNETKA LYING WEST OF THE EAST LINE OF LOT 7 IN OAK KNOLL SUBDIVISION OF SAID PART OF BLOCK 26 IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 6 (EXCEPT THE NORTH 41 FEET TAKEN FOR CHESTNUT COURT) IN OAK KNOLL SUBDIVISION OF THAT PART OF BLOCK 26 IN THE VILLAGE OF WINNETKA ON THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 37 FEET EAST OF THE NORTHEAST CORNER OF CHESTNUT AND OAK STREETS; THENCE NORTH 187 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 150 FEET; THENCE SOUTH 30 FEET; THENCE EAST 8 FEET; THENCE SOUTH 32 FEET; THENCE WEST 8 FEET; THENCE SOUTH 125 FEET; THENCE WEST 150 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT OF SAID OAK KNOLL SUBDIVISION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 119 OF PLATS, PAGE 26 AS DOCUMENT 4991672 ALL IN COOK COUNTY, ILLINOIS.  
PERMANENT INDEX NUMBERS: 05-20-212-009, 05-20-212-010, 05-20-212-011, 05-20-212-012 AND 05-20-212-008  
PROPERTY COMMONLY KNOWN AS: 501 CHESTNUT STREET, WINNETKA, IL 60093

LOT 1 (EXCEPT THEREFROM THE EAST 72 FEET) AND LOT 2 (EXCEPT THEREFROM THE EAST 67 FEET, AND ALSO EXCEPT THEREFROM THAT PART OF LOT 2 AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 2 AFORESAID 67 FEET WEST OF THE EAST LINE OF SAID LOT; THENCE NORTH 30 FEET; THENCE WEST 5 FEET; THENCE SOUTH 30 FEET TO THE SOUTH LINE OF SAID LOT; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 5 FEET TO THE POINT OF BEGINNING) IN MCGUIRE AND ORR'S ARBOR VITAE ROAD SUBDIVISION OF BLOCK 4 AND THAT PART OF BLOCK 5 LYING EAST OF THE EAST LINE OF LINCOLN AVENUE IN WINNETKA IN SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PERMANENT INDEX NUMBER: 05-20-204-010  
PROPERTY COMMONLY KNOWN AS: 543 LINCOLN AVENUE, WINNETKA, IL 60093