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1709519079

Doc# 1709519079 Fee \$70.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/05/2017 03:20 PM PG: 1 OF 171

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

"CT" 8982398
2082 JFI
Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 16-31-314-012-0000

Address:

Street: 6832-40 W. Ogden Avenue

Street line 2:

City: Berwyn

State: IL

ZIP Code: 60402

Lender: 6840 W. Ogden, L.L.C.

Borrower: Adelante Community Health Center

Loan / Mortgage Amount: \$382,425.00

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: C24A727C-5F1B-4AB1-A0C7-3E7AF3EF8F25

Execution date: 3/23/2017

JA

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Burke, Warren, MacKay &
Serritella, P.C.
330 N. Wabash Ave., 21st Floor
Chicago, Illinois 60611
Attn: Rachel D. Wanroy

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "*Mortgage*"), made as of 23rd day of March, 2017, by **Adelante Community Health Center**, an Illinois not-for-profit corporation, with an office of 5625 Bentley Avenue, Clarendon Hills, Illinois 60514 ("*Mortgagor*"), to **6840 W. Ogden L.L.C.**, an Illinois limited liability company with an office at c/o Willowbrook Ford, 7301 Kingery Highway, Willowbrook, Illinois 60627 ("*Mortgagee*").

WITNESSETH:

WHEREAS, Mortgagor is the owner of fee title to a certain parcel of land located in Berwyn, Illinois as legally described on **Exhibit A** attached hereto (the "*Land*");

WHEREAS, Mortgagor has a made mortgage note ("*Note*") in the principal amount of **Three Hundred Eighty-Two Thousand Four Hundred Twenty-Five and No/100 Dollars (\$382,425.00)** (the "*Loan*") to the order of Mortgagee to be secured by this Mortgage; and

WHEREAS, Mortgagor has agreed to execute and deliver this Mortgage to Mortgagee to secure the Obligations (as hereinafter defined).

SECTION 1 - GRANTING CLAUSE

To secure the observance, payment and performance of all of the Obligations, Mortgagor hereby bargains, sells, conveys and mortgages, grants a security interest in, and assigns all rents, profits, leases and income, arising from, the Mortgaged Property (as hereinafter defined) to Mortgagee and to Mortgagee's successors and assigns forever. These grants are, however, made upon the express condition that, after all of the Obligations are paid and performed, without offset, deduction or credit for any amount payable for taxes, this Mortgage shall be discharged by Mortgagee upon Mortgagor's request.

SECTION 2 - OBLIGATIONS SECURED

2.1. **Definitions.** The "*Obligations*" secured by this Mortgage include all existing and future indebtedness, obligations, liabilities and duties of all kinds (including principal, interest and expenses) owing from Mortgagor to Mortgagee under the Note, whether direct or indirect, absolute or contingent, liquidated or unliquidated, matured or unmatured or due or to become due.

2.2. **Default Rate.** During the time that any Event of Default (as hereinafter defined) exists beyond any applicable cure period, interest shall accrue and be due and payable on the outstanding

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principal of this Mortgage at a rate of interest equal to the Default Rate, as defined in the Note, provided, however, that at no time shall Mortgagor be obligated or required to pay interest on the principal balance of the Obligations due hereunder at a rate which could subject Mortgagee to either civil or criminal liability as a result of being in excess of the maximum interest rate which Mortgagor is permitted by applicable law to contract or agree to pay. If by the terms of this Mortgage, Mortgagor is at any time required or obligated to pay interest on the principal balance of the Obligations due hereunder at a rate in excess of such maximum rate, the interest hereunder shall be deemed to be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be retained by Mortgagee as additional cash collateral for the debt evidenced by this Mortgage.

SECTION 3 - MORTGAGED PROPERTY

The "Mortgaged Property" consists of any and all of the following:

- 3.1. Land. The Land;
- 3.2. Improvements. Mortgagor's residual interest in all buildings, structures and other improvements of every nature presently or in the future on, attached to or used in connection with the Land, including all betterments, substitutions, replacements and proceeds, and all appurtenances and paved roads and walkways adjacent, or relating to, the foregoing or to the Land (collectively referred to as "Improvements");
- 3.3. Entire Estate. All present and future estate, right, title, interest, property, possessory interest and claims whatsoever in law as well as in equity of Mortgagor in and to the Land, Improvements including all rights, privileges, rights of way, easements, public spaces, streets, alleys, appurtenances and sewer, air, mineral, water and subsurface rights of all kinds;
- 3.4. Leases and Rents. All rents, issues, profits, revenues, royalties and benefits now or hereafter due to Mortgagor in connection with the Land including all rights and interests of Mortgagor as landlord under any existing and future leases relating to the Land;
- 3.5. Awards. All awards, damages, claims, payments, insurance proceeds and other compensation with respect to the Land and other interests described in this Section 3 (collectively referred to as "Awards and Proceeds") including those arising from: (a) any governmental taking or exercise of eminent domain, (b) any damage, injury or other casualty or loss, or (c) any change of grade or vacation of any street; and
- 3.6. Other Rights. All other rights whatsoever that Mortgagor or any other owner has or may acquire in the Land, Awards and Proceeds and all other above-described property and interests.

SECTION 4 - REPRESENTATIONS

Mortgagor hereby represents and warrants to Mortgagee that:

- 4.1. Warranty of Title and Encumbrances. Mortgagor holds good, marketable and insurable title in fee simple to the Mortgaged Property free of all liens, restrictions, taxes and encumbrances, other than any Permitted Encumbrances (as defined below) and hereby warrants and will forever defend that title and the enforceability and priority of all liens created under this Mortgage against all claims whatsoever, at Mortgagor's sole expense. The term "Permitted Encumbrances" means any lien for municipal real estate taxes, assessments or utilities that are not yet due and payable and the exceptions to title set forth in the Deed.

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4.2. No Conflicts. The execution, delivery and performance of this Mortgage, and all other Loan Documents will not violate any mortgage, trust, charter, bylaw, lease, indenture, agreement, instrument, law, ordinance, regulation, order or administrative ruling to which Mortgagor is subject or a party, or that affects or relates to the Mortgaged Property.

4.3. Leases. There are no leases with respect to the Mortgaged Property. Mortgagor shall neither make nor permit any amendment, assignment, change, extension, modification, subleases or termination whatsoever of the Lease, without the express prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed.

4.4. Authority. (a) Mortgagor has good and lawful right, power and authority to execute this Mortgage and to mortgage the Mortgaged Property, and to grant a security interest in and to the Mortgaged Property; and (b) this Mortgage has been duly executed and delivered by the duly authorized representatives of Mortgagor and constitutes the legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms subject to equitable principles and principles governing creditor's rights generally.

4.5. Survival. All representations and warranties made by Mortgagor shall survive the closing of this Mortgage and any independent investigation by Mortgagee.

SECTION 5. MORTGAGOR'S COVENANTS

Mortgagor shall do each of the following:

5.1. Obligations. Pay and perform all Obligations in a timely fashion.

5.2. Taxes, Premiums and Assessments. Pay (in installments if Mortgagor wishes) or cause to be paid all taxes, assessments, water rents, governmental charges, utilities and other charges levied or assessed against all or any portion of the Mortgaged Property before the date that any installment shall become past due and provide Mortgagee with receipted bills evidencing such payment within ten (10) days of the due date of such payment. Notwithstanding the foregoing, Mortgagor shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sum equal to 1/12 of the estimated annual real estate taxes (the "*Funds*") to provide for payment of amounts due for real estate taxes assessed against the Mortgaged Property. These items are called "*Escrow Items*." Mortgagee shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this Section. Mortgagee shall apply the Funds to pay the Escrow Items directly. Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. If there is a surplus of Funds held in escrow, Mortgagee shall account to Mortgagor for the excess funds. If there is a shortage of Funds held in escrow, Mortgagee shall notify Mortgagor and Mortgagor shall pay to Mortgagee the amount necessary to make up the shortage. Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee.

5.3. Intentionally Omitted.

5.4. Condition of Property. Prevent physical waste with respect to the Mortgaged Property, keep the Mortgaged Property in good and clean condition and make all repairs that are required in the ordinary course of business to operate the Mortgaged Property.

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5.5. Alterations. All changes, renovations, removals and repairs to the Mortgaged Property shall be made in a good and workmanlike manner to the reasonable satisfaction of Mortgagee and in accordance with all applicable building codes and zoning laws.

5.6. Notice of Loss or Condemnation. Notify Mortgagee promptly in writing upon learning that (a) there may be any casualty on or loss to or of any Mortgaged Property or (b) condemnation proceedings have commenced with respect to the Mortgaged Property.

5.7. Inspections. Upon two (2) days' notice, at any time during regular business hours, permit Mortgagee and its agents to inspect the Mortgaged Property. No more than two (2) such inspections shall happen within any twelve (12) month period.

5.8. Statement of Obligations or Leases. Within five (5) days of Mortgagee's request, supply an acknowledged statement signed by Mortgagor setting forth in detail (a) the balance of each Obligation and (b) the default status of and monthly rental under the Lease.

5.9. Compliance With Laws. Comply with all laws, ordinances, regulations and restrictions affecting the Mortgaged Property.

5.10. Transfers or Liens. Mortgagor shall not, without the express prior written consent of Mortgagee, which consent may be granted or denied in Mortgagee's sole and absolute discretion, make or permit (a) any change whatsoever in the ownership or control of the Mortgaged Property, whether voluntary, involuntary or by operation of law, direct or indirect or by merger, or by change in the ownership or control of the Mortgagor or (b) any pledge, mortgage, assignment, security interest option or transfer of any kind of, and no lien or encumbrance against, the Mortgaged Property, whether voluntary, involuntary or by operation of law, except for any Permitted Encumbrances or as permitted by Section 16.11. Notwithstanding the foregoing, Mortgagee acknowledges that until the Lease expires or is terminated, title to the Improvements shall be vested in Tenant pursuant to the Lease and Tenant may mortgage its interest in (i) the leasehold created by the Lease and (ii) the Improvements, pursuant to the terms of the Lease.

5.11. No Deduction. Claim no deduction upon the assessed value of the Mortgaged Property on account of any monies owing to Mortgagee.

5.12. Indemnity. Subject to Mortgagee's obligations under the Agreement and the agreements, leases, documents and instruments executed and delivered in connection with the Agreement, indemnify, defend (with counsel reasonably acceptable to Mortgagee) and hold harmless Mortgagee (including Mortgagee's agents and employees) from and against all losses, claims, suits, fines, damages and expenses, including reasonable attorneys' fees and disbursements, incurred by reason of or in connection with, this Mortgage, the Note, the Guaranty, any other Obligation or the Mortgaged Property, provided the same arose on or after the date of this Mortgage.

5.13. Recordation. Mortgagor, at its expense, will at all times cause this Mortgage and any instruments amending or supplementing this Mortgage and any instruments of assignment hereof or thereof (and any appropriate financing statements or other instruments and continuations thereof with respect to any thereof) to be recorded, registered and filed and to be kept, recorded, registered and filed, in such manner and in such places, and will pay all such recording, registration, filing fees and other charges, and will comply with all such statutes and regulations as may be required by law in order to establish, preserve, perfect and protect the lien of this Mortgage as a valid, direct mortgage lien and priority perfected security interest in the Mortgaged Property, subject only to the Permitted Encumbrances. Mortgagor will pay or cause to be paid, and will indemnify Mortgagee in respect of, all

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taxes (including interest and penalties) at any time payable in connection with the filing and recording of this Mortgage and any and all supplements and amendments thereto.

SECTION 6 - INSURANCE

6.1. Insurance Coverage. Mortgagor will keep or cause to be kept the Mortgaged Property insured against loss or damage by fire and such other hazards to the full insurable value of the Mortgaged Property, naming Mortgagee as an additional loss payee. The policy of insurance (the "*Policy*") shall be issued by an insurer lawfully doing business in the State of Illinois, having an A.M. Best's rating of A-XIII or better. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires. Mortgagor shall pay the premiums for the Policy as it becomes due. Prior to the expiration of each of the Policy, the Mortgagor will deliver to the Mortgagee satisfactory evidence of the renewal or replacement of the Policy. All insurance proceeds shall be paid to the Mortgagor and the Mortgagor shall apply any insurance proceeds towards the restoration of the Mortgaged Property.

6.2. Insurance Proceeds. Mortgagor or any holder of a Leasehold Mortgage shall have the exclusive authority to do each of the following: (a) receive directly all Awards and Proceeds; (b) settle or compromise all claims relating to Awards and Proceeds; and (c) apply any Awards and Proceeds to reduce the Obligations or to repair or replace any Mortgaged Property under Section 6.1.

SECTION 7 - ENVIRONMENTAL MATTERS

7.1. Restrictions on Hazardous Uses. Mortgagor shall not make or permit any use of the Mortgaged Property that would involve the generation, storage, treatment, discharge, handling, refining, release or disposal of any Hazardous Substance. The term "Hazardous Substance" includes those substances regulated by the following: CERCLA, RCRA, the Clean Water Act (the Federal Water Pollution Control Act) 33 U.S.C. §1251 et seq. ("CWA"), the Clean Air Act, 42 U.S.C. 2401 et seq. (the "Clean Air Act"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11001-11050) ("EPCRA"), the Oil Pollution Act of 1990, 33 U.S.C. §2701-2672 (the "Oil Pollution Act"), the Toxic Substance Control Act (15 U.S.C. §2601-2692) ("TSCA") and any other state, federal or local law or regulation relating to or concerning the substances identified in the cited statutes.

7.2. Notice to Mortgagee. Mortgagor shall notify Mortgagee promptly in writing upon learning of (a) any spill, discharge or release of any Hazardous Substances on or near the Mortgaged Property occurring after the date of this Mortgage; (b) any circumstances that may result in a violation of Section 7 occurring after the date of this Mortgage; or (c) any governmental inquiry or inspection undertaken or an enforcement notice issued with respect to Hazardous Substances on, or used, stored or discharged by any occupant of, the Mortgaged Property occurring after the date of this Mortgage.

SECTION 8 - EVENTS OF DEFAULT

Any of the following events or conditions shall, at the option of Mortgagee, constitute an "*Event of Default*" under this Mortgage and the other Obligations:

8.1. Payments. Any failure to make any payment when due under the Note, this Mortgage or the Guaranty whether at maturity, by acceleration or as part of any payment, prepayment or otherwise and such failure continues for ten (10) days after notice thereof from the Mortgagee; or

8.2. Other Terms. Any failure to perform or observe any term or condition under this Mortgage, the Note, the Guaranty and such failure continues for thirty (30) days after notice thereof from

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the Mortgagee; provided that as long as the Mortgagor is diligently and continuously pursuing a cure thereof, such period shall be extended for such time as is reasonably necessary for the Mortgagor to effect such cure; or

8.3. Representations. Any representation, statement, warranty or covenant made to Mortgagee by Mortgagor at any time shall be incorrect, incomplete or misleading when made in any material respect; or

8.4. Failure to Obtain Permission. Mortgagor shall do, or permit to be done any act for which Mortgagee's consent is required under this Mortgage without first obtaining such consent in writing, including any sale, transfer, mortgage, grant of any security interest, assignment, pledge, lease or encumbrance of any interest in the Mortgaged Property or any use of Hazardous Substances, in violation of this Mortgage; or

8.5. Intentionally Omitted; or

8.6. Lien Defaults or Foreclosures. Any default or modification shall have occurred in any mortgage or lease assignment encumbering the Mortgaged Property (other than this Mortgage), and any applicable cure period as to such default shall have expired, or proceedings shall have been instituted or actions taken for the foreclosure or enforcement of any mortgage, judgment, assignment or other lien or encumbrance against the Mortgaged Property; or

8.7. Warrants and Tax Liens. Any warrant of attachment or for distraint, or notice of tax or other lien shall be issued relating to, or encumbering, any Mortgaged Property that is not discharged, or stayed and bonded, to the reasonable satisfaction of Mortgagee within thirty (30) days of entry; or

8.8. Judgments. Any judgment shall be entered against Mortgagor that is not (a) within thirty (30) days of entry, discharged, or stayed and bonded, to the reasonable satisfaction of Mortgagee or (b) fully covered by insurance; or

8.9. Insolvency. Any filing of a petition by or against Mortgagor under any bankruptcy or insolvency law or an assignment by Mortgagor of any of its property or assets for the benefit of creditors, provided, however, that Mortgagor shall have sixty (60) days to obtain a court order dismissing any bankruptcy or insolvency proceeding that is filed against Mortgagor without its consent; or

8.10. Dissolution. Mortgagor sells, conveys, pledges, assigns, leases, abandons or otherwise transfers or disposes of, voluntarily or involuntarily any of its properties or assets whether tangible or intangible (including, but not limited to, any equity interest in Mortgagor, the Mortgaged Property or any portion thereof), in violation of the terms of this Mortgage.

SECTION 9 - REMEDIES

Upon the occurrence of an Event of Default, Mortgagee may, at its option, do any or all of the following in any order, at any time and in any combination:

9.1. Acceleration of Obligation. Declare all principal, interest and expenses outstanding under the Note, this Mortgage and any other Obligation to be immediately due and payable in full.

9.2. Foreclosure. Institute proceedings to foreclose on all or any portion of the Mortgaged Property.

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9.3. Receiver. Obtain the appointment of a receiver of the rents, profits, leases, income and refunds arising from the Mortgaged Property without the necessity of proving either the inadequacy of the security or insolvency of Mortgagor or any person who may be legally or equitably liable to pay monies secured by this Mortgage, and Mortgagor and each such person do hereby waive such proof and consent to the appointment of a receiver.

9.4. Collection of Rents. With or without instituting proceedings to foreclose on, or appoint a receiver for, the Mortgaged Property, notify tenants of the Mortgaged Property to pay rents directly to Mortgagee or take possession of and rent the Mortgaged Property, either in Mortgagee's name, or in the name of the owner of such Mortgaged Property, and receive and apply the rents and profits, after the payment of any collection, operating and management expenses (including management commissions, attorneys' fees and disbursements), against the Note and other Obligations being accountable only for the rents and profits that are actually received by it while in possession.

9.5. Collection Action. Institute a collection action directly against Mortgagor either, without acceleration, for the balance of any Obligation then past due or, following acceleration, for all Obligations.

9.6. Proceeds. Apply proceeds of any Mortgaged Property first to costs and expenses of liquidating, selling, or collecting the proceeds of any Mortgaged Property, then to collection and other expenses permitted Mortgagee under this Mortgage or any other Obligation or applicable law, then to interest outstanding on any Obligation and then to principal outstanding on any Obligation.

SECTION 10 - COLLECTION EXPENSES

If Mortgagee employs counsel for advice or representation relating to a potential Event of Default, or relating to the collection or enforcement of this Mortgage, the Note, any other Obligation (whether or not suit is actually instituted), or to any actual or proposed modification of this Mortgage, the Note or any other Obligation, then Mortgagee may collect from Mortgagor all Mortgagee's reasonable expenses and fees including (a) all reasonable fees and disbursements of Mortgagee's counsel and (b) all expenses of, or in anticipation of litigation including fees and expenses of witnesses, experts, stenographers, title and lien searches and appraisals. All those collection fees and expenses shall be due and payable upon demand, shall bear interest at the default rate in effect from time to time under the Note and shall become Obligations secured by this Mortgage and any other collateral that secures any Obligation.

SECTION 11 - MORTGAGEE'S PERFORMANCE

If Mortgagor fails to perform any duty or obligation this Mortgage, or any other Obligation when due, then Mortgagee may, at his option (with or without declaring an Event of Default), after giving the Mortgagor at least thirty (30) days prior written notice, perform any such duty or obligation including payment of any tax, governmental charge or insurance premium, make repairs to the Mortgaged Property, render it free of any Hazardous Substances or liens which occur on or subsequent to the date of this Mortgage or perform any lease obligation. The expenses incurred by Mortgagee in performing any of Mortgagor's duties or obligations shall be added to the monies owing under the Note, with interest payable at the default rate in effect from time to time under the Note, and shall be secured by this Mortgage and by all other collateral given to secure any Obligation. Any action taken by Mortgagee pursuant to this Section shall not constitute a waiver of any Event of Default or an undertaking to perform or complete any of Mortgagee's duties, nor shall it impose any responsibility on Mortgagee to perform any of Mortgagee's duties in the future.

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SECTION 12 - SECURITY AGREEMENT

This Mortgage also serves as a security agreement and a financing statement under the Uniform Commercial Code as to the Mortgaged Property. If required by Mortgagee, Mortgagor shall execute UCC-1 financing statements covering Mortgaged Property for filing with the appropriate county or state filing offices:

SECTION 13 - ASSIGNMENT OF LEASES

This Mortgage also serves as an absolute, present, unconditional and irrevocable assignment of all existing and future rentals, leases, profits, income, revenues and proceeds arising from the Mortgaged Property, provided, however, that so long as no Event of Default has occurred, Mortgagor shall have the right and license to remain in possession of, and to collect all rentals arising from, the Mortgaged Property. This assignment shall not, however, render Mortgagee responsible for the performance of any duties under any lease, including the Lease, nor for any negligence in the management, operation or maintenance of the Mortgaged Property or for any resulting damage, loss or injury. The receipt by Mortgagee of any rentals or profits pursuant to this assignment shall not cure any Event of Default or affect any foreclosure or other liquidation proceeding that may be pending at any time. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact to exercise all rights and remedies of Mortgagor as landlord and manager of the Mortgaged Property, which rights and remedies may be exercised only after an Event of Default.

SECTION 14 - LOCAL LAW PROVISIONS

14.1. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 14 and the other terms and conditions of this Mortgage, the terms and conditions of this Section 14 shall control and be binding.

14.2. Type of Real Estate. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.; "Foreclosure Act") or residential real estate (as defined in Section 15-1219 of the Foreclosure Act).

14.3. Interest Rate. To the extent the provisions of the Illinois Interest Act (815 ILCS §205/4(l)) apply, the Obligations constitute business loans to a corporation which come within the purview of 815 ILCS §205/4(l)(a), as well as loans secured by a mortgage on real estate which comes within the purview of 815 ILCS 205/4(1)(l).

14.4. Illinois Mortgage Foreclosure Law.

- a. In the event any provision in this Mortgage shall be inconsistent with any provision of the Foreclosure Act, the provisions of the Foreclosure Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Act.
- b. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Foreclosure Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law.

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- c. Without limiting the generality of the foregoing, all reasonable expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510(b) and 15-1512 of the Foreclosure Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.
- d. In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Foreclosure Act, to be placed in possession of the Mortgaged Property or, at its request, to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities and duties, as provided for in Sections 5/15-1701 and 5/15-1703 of the Foreclosure Act.
- e. MORTGAGOR SHALL NOT AND WILL NOT APPLY FOR OR AVAIL ITSELF OF ANY APPRAISEMENT, VALUATION, STAY, EXTENSION OR EXEMPTION LAWS, OR ANY SO-CALLED "MORATORIUM LAWS," NOW EXISTING OR HEREAFTER ENACTED IN ORDER TO PREVENT OR HINDER THE ENFORCEMENT OR FORECLOSURE OF THIS MORTGAGE, BUT HEREBY WAIVES THE BENEFIT OF SUCH LAWS. MORTGAGOR FOR ITSELF AND ALL WHO MAY CLAIM THROUGH OR UNDER IT WAIVES ANY AND ALL RIGHT TO HAVE THE MORTGAGED PROPERTY AND ESTATES COMPRISING THE MORTGAGED PREMISES MARSHALLED UPON ANY FORECLOSURE OF THE LIEN HEREOF AND AGREES THAT ANY COURT HAVING JURISDICTION TO FORECLOSE SUCH LIEN MAY ORDER THE MORTGAGED PREMISES SOLD AS AN ENTIRETY. IN THE EVENT OF ANY SALE MADE UNDER OR BY VIRTUE OF THIS MORTGAGE, THE WHOLE OF THE MORTGAGED PREMISES MAY BE SOLD IN ONE PARCEL AS AN ENTIRETY OR IN SEPARATE LOTS OR PARCELS AT THE SAME OR DIFFERENT TIMES, ALL AS MORTGAGEE MAY DETERMINE. MORTGAGEE SHALL HAVE THE RIGHT TO BECOME THE PURCHASER AT ANY SALE MADE UNDER OR BY VIRTUE OF THIS MORTGAGE AND MORTGAGEE SHALL BE ENTITLED TO CREDIT BID THE INDEBTEDNESS OR ANY PORTION THEREOF IN MORTGAGEE'S SOLE DISCRETION.
- f. THE MORTGAGOR, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE, HEREBY IRREVOCABLY WAIVES PURSUANT TO 735 ILCS 5/15-1601 OF THE FORECLOSURE ACT ANY AND ALL RIGHTS OF REINSTATEMENT (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REINSTATEMENT PROVIDED FOR IN 735 ILCS 5/15 1602) OR REDEMPTION FROM SALE OR FROM OR UNDER ANY ORDER, JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REDEMPTION PROVIDED FOR IN 735 ILCS 5/15 1603) OR UNDER ANY POWER

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CONTAINED HEREIN OR UNDER ANY SALE PURSUANT TO ANY STATUTE, ORDER, DECREE OR JUDGMENT OF ANY COURT.

14.5. Future Advances; Maximum Indebtedness. This Mortgage is granted to secure not only existing indebtedness, but also future advances made pursuant to or as provided in the Note and the other documents executed in connection with the Loan (the "Loan Documents"), whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution hereof, and although there may be no indebtedness outstanding at the time any advance is made.

14.6. Insurance Disclosure. The following notice is provided pursuant to paragraph (3) of 815 ILCS 180/10. Unless Mortgagor provides evidence of the insurance coverage required by the Loan Documents within five (5) days of written notice to Mortgagor, Mortgagee may purchase such insurance at the Mortgagor's expense to protect the Mortgagee's interests in Mortgagor's collateral. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that the Mortgagor may make or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing evidence that Mortgagor has obtained insurance as required by the Loan Documents. If Mortgagee purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges that Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Obligations of Mortgagor. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on Mortgagor's own.

SECTION 15 - PREPAYMENT AND PARTIAL RELEASE

15.1. Prepayment and Partial Release. Mortgagor may prepay principal of the Note secured by this Mortgage and release the lien of this Mortgage from the Mortgaged Property, without penalty, provided that there is no Event of Default then existing.

15.2. Costs Associated with Prepayment. Any costs and/or expenses associated with the prepayment or partial release of the lien of this Mortgage shall be borne by Mortgagee and shall include, but not limited to, any reasonable attorneys fees and costs in preparation of any discharge or release of this Mortgage and any requisite filing fee or charge in recording such instruments.

SECTION 16 - MISCELLANEOUS

16.1. Further Assurances. Mortgagor shall, within five (5) days of Mortgagee's request, execute any documents, provide any title or other searches, and do anything that Mortgagee determines to be reasonably necessary to establish, perfect, assure or maintain the existence and priority of Mortgagee's lien against the Mortgaged Property, the reasonable costs of so doing to be paid by Mortgagor on demand.

16.2. Notices. All notices, demands, requests and consents shall be in writing and served by hand delivery, by certified mail, return receipt requested or by a recognized overnight delivery service, to the addresses set forth in the caption of this Mortgage, unless proper written notice has been given of any change in address. Notices and other written communications shall be deemed to have been properly served upon delivery to the designated address provided, however, that any notice or other

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communication sent by certified mail, return receipt requested, shall be deemed to have been properly served no later than the third business day after mailing, regardless of when it is actually received.

16.3. Interpretations. Unless otherwise specified, the following rules of construction shall apply to this Mortgage: (a) the term "any" shall be construed as if followed by the phrase "one or more"; (b) the term "including" shall be construed as if followed by the phrase "without limitation"; (c) singular words shall include the plural and plural words shall include the singular; (d) words suggesting any gender shall include the other gender, (e) the terms "Mortgaged Property", "Land" and "Awards and Proceeds" shall be construed as if followed by the phrase "or any part thereof; (f) the phrase "to the best knowledge" shall be construed as if followed by the words "after due investigation"; (g) titles, headings and subheadings shall be used for organizational purposes only and neither add to, nor limit, the meaning of any provision; and (h) the term "Section" shall mean a section or subsection of this Mortgage.

16.4. No Waivers. Mortgagee shall not be deemed to have waived any of his rights or remedies under this Mortgage or any other Loan Document by: (a) failing to exercise or delaying in exercising any rights and remedies; (b) forbearing or failing to insist, or delaying in insisting, upon the strict performance of any term or condition of this Mortgage or any other Obligation; (c) granting any extension, modification or waiver of any term or condition of this Mortgage or any other Obligation, except to the extent expressly provided in any written extension, modification, or waiver; (d) any other act, omission, forbearance or delay by Mortgagee, its officers, agents, servants or employees; or (e) any waiver of any rights or remedies on any one occasion.

16.5. Collection Duties. Mortgagee shall be under no duty or obligation to: (a) preserve, protect or marshal any Mortgaged Property or other collateral for any Obligation; (b) preserve or protect any rights in any Mortgaged Property or other collateral against any person claiming an interest adverse to that of any Mortgagor; or (c) realize upon any Mortgaged Property or other collateral in any particular order or manner or seek repayment of any Obligation from any particular source.

16.6. Waiver of Defense. Mortgagor hereby waives any defense based on the failure to name any tenant or occupant of the Mortgaged Property as a defendant in any foreclosure action or other litigation with respect to this Mortgage.

16.7. Written Changes Only. No change, extension, modification, amendment or waiver of any term or condition of this Mortgage or any other Loan Document shall be valid or binding upon Mortgagee, unless it is in writing and has been executed by a duly authorized officer of Mortgagee.

16.8. Successors and Assigns. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and inure to the benefit of Mortgagee, and its successors and assigns.

16.9. Illinois Law and Jurisdiction. All terms of this Mortgage shall be governed by and construed according to the laws of the State of Illinois. Mortgagor hereby consents to personal jurisdiction in the State of Illinois with respect to any and all matters arising under or relating to this Mortgage.

16.10. Partial Invalidity. If any term or provision of this Mortgage is at any time held to be invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining terms and provisions of this Mortgage, which shall continue to be in full force and effect.

16.11. Subordinate Financing. Notwithstanding anything to the contrary contained in this Mortgage and so long as no default exists, Mortgagor shall have the right to place a subordinate mortgage upon the Mortgaged Property ("**Subordinate Indenture**") provided the following conditions are fully satisfied:

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- a. The holder of the Subordinate Indenture shall be a bank or other financial institution that is regularly engaged in the business of making commercial loans;
- b. Mortgagee will not execute or deliver the Subordinate Indenture unless there shall have been delivered to Mortgagee not less than ten (10) days prior to the date of execution of such Subordinate Indenture a copy thereof, which shall contain express covenants to the effect:
 - i. That the Subordinate Indenture is in all respects subject and subordinate to the lien, operation, and effect of this Mortgage, and to all modifications, extensions, renewals, or replacements hereof, and to all funds now or hereafter advanced by Mortgagee under or pursuant to the terms of the Note or this Mortgage;
 - ii. That if any action or proceeding shall be brought to foreclose the Subordinate Indenture (regardless of whether the same is a judicial proceeding or is pursuant to a power of sale contained therein), no tenant of any portion of the Mortgaged Property will be named as a party defendant, nor will any action be taken with respect to the Mortgaged Property which would terminate any occupancy or tenancy of the Mortgaged Property without the consent of Mortgagee;
 - iii. That the rents and profits, if collected through a receiver or by the holder of the Subordinate Indenture, shall be applied first to the Obligations and obligations secured by this Mortgage and the other Loan Documents, including principal and interest due and owing on or to become due and owing on the Note, and then to the payment of maintenance, operating charges, taxes, assessments, and disbursements incurred in connection with the ownership, operation, and maintenance of the Mortgaged Property;
 - iv. That if any action or proceeding shall be brought to foreclose the Subordinate Indenture, prompt notice of the commencement thereof will be given to Mortgagee;
 - v. That the Subordinate Indenture and the lien thereof shall be expressly subject and subordinate to any and all advances, in whatever amounts and whenever made, with interest thereon, and to any expenses, charges, and fees incurred thereby, including any and all of such advances, interest, expenses, charges, and fees which may increase the Obligations, provided the same is advanced or incurred under any of the express provisions of this Mortgage or any extension, consolidation, modification, or supplement hereto, or otherwise, and intended to be secured hereby. The modifications, consolidations, and supplements herein referred to shall not be deemed to include any modification, consolidation, or supplement which expands the rights of the holder of this Mortgage beyond those rights provided in this Mortgage;

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vi. That the holder of the Subordinate Indenture shall agree to assign and release unto the legal holder of this Mortgage:

1. all of its right, title, interest, or claim, if any, in and to Insurance Proceeds of all policies of insurance covering the Mortgaged Property for application upon the Obligations or other disposition thereof in accordance with the provisions of this Mortgage; and
2. all of its right, title, and interest or claim, if any, in and to all Taking Proceeds, or other awards or other compensation made for any taking of all or any part of the Mortgaged Property to be applied upon the Obligations or disposed of in accordance with the provisions of this Mortgage; and

vii. That so long as the lien of this Mortgage shall remain upon the Mortgaged Property or any part thereof, the holder of the Subordinate Indenture, its successors or assigns, or any other legal holder thereof shall execute, acknowledge, and deliver, upon demand, at any time or times, any and all further subordinations or other instruments in recordable form which are reasonably sufficient for that purpose or which Mortgagee, its successors or assigns, or other legal holder of this Mortgage may hereafter reasonably require for carrying out the true purpose and intent of the foregoing covenants.

16.12. No Jury Trial. MORTGAGOR HEREBY WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO ANY ASPECT OF THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT AND REPRESENTS THAT IT HAS CONSULTED WITH COUNSEL SPECIFICALLY AS TO THIS WAIVER. BY ACCEPTING THIS MORTGAGE, MORTGAGEE ALSO WAIVES ITS RIGHT TO REQUEST A TRIAL BY JURY.

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IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first written above.

ADELANTE COMMUNITY HEALTH CENTER,
an Illinois not-for-profit corporation

By: Manuel E. Awa

Name: MANUEL E. AWA

Title: VICE-PRESIDENT

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COOK COUNTY
RECORDER OF DEEDS
COOK COUNTY
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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On the 23 day of March, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Manuel Alva, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Emily Kaminski
Notary Public



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Exhibit A

Legal Description

LOTS 12 AND 13 IN BLOCK 50 A SUBDIVISION OF BLOCK 45 & 47 TO 52 IN CIRCUIT COURT PARTITION OF SECTION 31 AND 32, TOWNSHIP 39 NORTH, RANGE 13 AND PARTS OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 AND SECTION 1 AND 12, TOWNSHIP 38 NORTH, IN COOK COUNTY, ILLINOIS

Common Address: 6832-40 W. Ogden Avenue, Berwyn, IL 60402
PIN: 16-31-314-012-0000 and 16-31-314-013-0000

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COOK COUNTY
RECORDER OF DEEDS

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