

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*1718649128\*

Doc# 1718649128 Fee \$70.00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/05/2017 11:36 AM PG: 1 OF 17

The property identified as: PIN: 07-16-100-015

Address:

Street: 1075 West Golf Road

Street line 2:

City: Hoffman Estates

State: IL

ZIP Code: 60008

Lender: COMERICA BANK

Borrower: GANNON & GOLF, LTD.

Loan / Mortgage Amount: \$66,636,277.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: CA06C1AE-D125-47F8-BF10-DAAAE40F7D8D

Execution date: 6/30/2017

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DRAFTED BY AND WHEN RECORDED  
RETURN TO:

Nicholas P. Scavone, Jr.  
Bodman PLC  
6th Floor at Ford Field  
1901 St. Antoine Street  
Detroit, Michigan 48226  
(313) 259-7777

Property of Cook County Clerk's Office

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**MORTGAGE, ASSIGNMENT OF LEASES AND RENTALS,  
SECURITY AGREEMENT AND FIXTURE FILING**

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This Mortgage Assignment of Leases and Rentals And Security Agreement ("Mortgage") is made as of June 30, 2017, by GANNON & GOLF, LTD., an Illinois corporation ("Mortgagor"), located at 1475 S. Barrington Road, Barrington, Illinois 60010, to COMERICA BANK, a Texas banking association, in its capacity as administrative agent for the Lenders as defined below) ("Mortgagee"), located at 39200 West Six Mile Road, Livonia, Michigan 48152, Attention: Commercial Loan Documentation, Mail Code 7578.

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## RECITALS

A. Pursuant to that certain Amended and Restated Credit and Security Agreement dated as of June 30, 2017 (as may be amended or otherwise modified from time to time, the "Credit Agreement") by and among the "Borrowers" as defined in the Credit Agreement, including Mortgagor (collectively the "Borrowers" and each individually a "Borrower"), Mortgagee as Administrative Agent, and the financial institutions which are named in and are signatories to the Credit Agreement ("Lenders"), the Lenders have agreed to extend credit to Borrowers on the terms set forth in the Credit Agreement.

B. As a condition to the performance of their respective obligations under the Credit Agreement, the Lenders and Mortgagee, as Administrative Agent for the Lenders, have required that Mortgagor provide this Mortgage to Mortgagee, as Administrative Agent for the Lenders, granting various security interests, liens and other encumbrances as security for the obligations of the Borrowers under the Notes, the Credit Agreement, and the other Loan Documents.

C. Mortgagee is acting as Administrative Agent for the Lenders pursuant to Section 12 of the Credit Agreement.

D. Mortgagor is the owner of the real property described in Exhibit A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and FOR THE PURPOSE OF SECURING when due, whether by stated maturity, demand, acceleration or otherwise, all of the following (individually and collectively, the "Indebtedness"):

(1) All obligations of the Borrowers, or any of them, including but not limited to, Mortgagor, arising under or in connection with the Credit Agreement (including all "Indebtedness" as defined therein) and the Notes issued from time to time pursuant to the Credit Agreement, including the payment of all principal of and interest on the loans thereunder and all fees, expenses, indemnities and other amounts whatsoever now or hereafter from time to time owing by the Borrowers, or any of them, including but not limited to, Mortgagor, to the Lenders (or any of them) thereunder, and all present and future obligations of Loan Parties arising under or in connection with any of the other Loan Documents; and

(2) All obligations of the Borrowers, or any of them, including but not limited to Mortgagor, for payment of all sums hereafter loaned, paid out, expended or advanced by or for the account of the Mortgagee or the Lenders (or any of them) under the terms of this Mortgage, the Credit Agreement, or the other Loan Documents, in connection with the Premises (as defined below) or any of the documents or instruments described in this Mortgage, the Credit Agreement or the other Loan Documents;

together with interest thereon as provided for herein or therein; and also as security for all costs (including, without limit, attorney fees) incurred by Mortgagee or any Lender in establishing, determining, continuing, or defending the validity or priority of its lien or security interest, or to protect the value of the Premises, or for any appraisal, environmental audit, title examination or title insurance policy relating to the Premises, or in pursuing its rights and remedies under this Mortgage, the Credit Agreement or the other Loan Documents; all costs (including, without limit, attorney fees) incurred by Mortgagee or any Lender in connection with any suit or claim involving or against Mortgagee and/or the Lenders in any way related to the Premises, the Indebtedness or this Mortgage; all costs (including, without limit, attorney fees) of Mortgagee or any Lender in collecting Indebtedness; all other Indebtedness, whether direct, indirect, absolute or contingent, owing to the Mortgagee and the Lenders in any manner under the Credit Agreement or the Loan Documents, which hereafter become due, or that may hereafter be incurred to or acquired (pursuant to the Credit Agreement or the other Loan Documents) by the Lenders; and all replacements, consolidations, amendments, renewals or extensions of the foregoing (each of which modifications, replacements, consolidations, amendments, renewals or extensions shall enjoy the same priority as the initial loans made thereunder). Mortgagor agrees to pay Mortgagee, upon demand, all costs incurred by Mortgagee and/or the Lenders which are Indebtedness, and until paid all costs shall bear interest from the time incurred at the highest per annum rate applicable to any of the Indebtedness, but not in excess of the maximum rate permitted by law. Any reference in this Mortgage to attorney fees shall be deemed a reference to all reasonable fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or action is instituted, and to

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court costs if a suit or action is instituted, and whether attorney fees or court costs are incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding or otherwise.

The present amount of the Indebtedness secured hereby is \$66,636,277; the maximum amount, including present and future obligations, which may be secured hereby at any one time is \$199,908,831 plus interest, plus any disbursements and taxes and insurance on the Premises, plus interest thereon at the rate set forth in the promissory note(s) or other agreements evidencing the Indebtedness, and any other sums advanced in accordance with the terms hereof or any of the other documents evidencing or securing the Indebtedness to protect the security of this Mortgage or any of such other documents.

As security for the purposes stated in this Mortgage, Mortgagor mortgages, warrants, grants, bargains, sells, conveys, assigns and pledges to Mortgagee (for the benefit of the Lenders as defined above), its successors and assigns, the real property in the County of Cook, State of Illinois, legally described as:

See Exhibit A attached hereto and incorporated herein by this reference,

together with: (a) all related easements, hereditaments, appurtenances, rights, licenses and privileges; (b) all buildings and improvements now or later situated under, upon or over any of the above described land; (c) all the rents, issues, profits, revenues, accounts and general intangibles arising from the above described land, or relating to any business conducted by Mortgagor on it, under present or future leases, licenses or otherwise; (d) all machinery, equipment, goods, fixtures, and articles of personal property of every kind and nature (other than Household Goods, as defined by 12 CFR 227.12, as amended from time to time, and other than consumer goods, as defined in the Uniform Commercial Code, unless such goods were purchased with the proceeds of any loan specifically referenced as being secured by this Mortgage), now or later located upon the above described land and useable in connection with any present or future operation on the land (individually and collectively the "equipment") including, without limit, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and all general intangibles, including without limit software, acquired or used in connection therewith. It is agreed that all equipment shall for the purposes of this Mortgage, unless Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged under this Mortgage; (e) all "as-extracted collateral"; (f) all awards or payments, and interest on them, made with respect to the Premises as a result of (i) any eminent domain proceeding, (ii) any street grade alteration, (iii) any loss of or damage to any building or other improvement, (iv) any other injury to or decrease in the value of the Premises, (v) any refund due on account of the payment of real estate taxes, assessments or other charges levied against the Premises or (vi) any refund of utility deposits or right to any tenant deposit; and (g) all additions, attachments, accessions, parts, replacements, substitutions, renewals and records (including without limit computer software) pertaining to the foregoing property, and all products and proceeds of any of the foregoing (whether cash or non-cash proceeds), including without limit insurance and condemnation proceeds (all of the above individually and collectively the "Premises"). TO HAVE AND TO HOLD the Premises, with all the privileges and appurtenances to the same belonging, and the possession and right of possession thereof, unto Mortgagee and its successors and assigns forever, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. Unless otherwise indicated, a reference to the "Premises" means all and/or any part of the Premises.

Mortgagor, on a continuing basis, warrants, covenants and agrees to and with Mortgagee for the benefit of the Lenders, which covenants, warranties and agreements, to the extent permitted by law, shall be deemed to run with the land, as follows:

1. Mortgagor will pay to Mortgagee and the Lenders all Indebtedness according to the terms of the relevant instruments evidencing it, and Mortgagor agrees that this Mortgage is a continuing mortgage securing the payment of the Indebtedness.
2. Mortgagor has good and indefeasible title to the entire Premises in fee simple and with full power to sell, mortgage and convey it; the Premises are free of all easements, restrictions, liens, leases and encumbrances whether now existing or later created, except those matters listed on attached Exhibit B (if any) to which this Mortgage is expressly subject, and Mortgagor will warrant and defend the Premises against all other claims. Mortgagee shall have the right, at its option and at such times as it, in its sole discretion deems necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of its rights under this

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Mortgage or any obligation secured by this Mortgage including, without limit, the right to institute appropriate legal proceedings for these purposes. With respect to the right, title, or lien of any person or entity which is superior to the lien of this Mortgage, Mortgagee has the right, but not the obligation, to acquire and/or pay off the holder of such right, title, or lien and add the amount so paid to the Indebtedness.

3. Mortgagor shall not mortgage or pledge the Premises as security for any other indebtedness or obligations. Mortgagor shall pay when due, and before any interest, collection fees or penalties accrue or default occurs, all payments required under any mortgages on the Premises, and all taxes, assessments, and other charges and impositions levied, assessed or existing with respect to (i) the Premises or (ii) the execution, delivery or recordation of this Mortgage or any note or other instrument evidencing or securing repayment of the Indebtedness or the interest of Mortgagee in the Premises, and will deliver to Mortgagee without demand official receipts showing these payments. If Mortgagor fails to pay these mortgage payments, taxes, assessments, other charges or impositions when due, or if Mortgagor fails to pay all interest, collection fees and penalties accrued on them, Mortgagee and the Lenders, at their sole option, may (but are not obligated to) pay them and the monies paid shall be added to the Indebtedness. Mortgagor shall pay (before the same become liens or encumbrances against the Premises) any and all obligations or liabilities for repairs or improvements to the Premises or for any other goods, services, or utilities furnished to the Premises. At the sole option of Mortgagee, Mortgagor shall pay to Mortgagee on the first day of each month a pro rata portion of all taxes, assessments, liens, mortgages, and other charges levied, assessed or existing on the Premises in an amount sufficient to pay them when due, plus payments (based on single item or aggregate analysis, as determined by Mortgagee under applicable law) sufficient to maintain an additional balance of not more than one-sixth of that amount all as estimated by Mortgagee. In the event that sufficient funds have been deposited with Mortgagee to cover the amount of these taxes, assessments, liens, mortgages, and other charges when they become due and payable, Mortgagee shall pay them. In the event that sufficient funds have not been deposited to cover the amount of these taxes, assessments, liens, mortgages and other charges at least fifteen (15) days prior to the time when they become due and payable, Mortgagor shall immediately upon request by Mortgagee pay the amount of the deficiency to Mortgagee. Mortgagee shall not be required to keep in a separate account or to pay Mortgagor any interest or earnings whatever of the funds held by Mortgagee for the payment of taxes, assessments, liens, mortgages, or other charges pursuant to this paragraph or for the payment of insurance premiums under paragraph (4) below, or on any other funds deposited with Mortgagee in connection with this Mortgage. If an Event of Default occurs under this Mortgage, any funds then remaining on deposit with Mortgagee may be applied against the Indebtedness immediately upon or at any time after the Event of Default occurs, and without notice to Mortgagor. No lienholder junior to this Mortgage may exercise any rights with respect to the Premises, and all rents and other proceeds from the Premises shall be held in trust by the junior lienholder as the property of Mortgagee, until satisfaction in full of the Indebtedness. Nothing in this paragraph shall be considered a consent by Mortgagee to any lien, mortgage or encumbrance on the Premises unless set forth on attached Exhibit B, if any.

4. Mortgagor shall keep the buildings and all other improvements now or later existing on the Premises constantly insured for the benefit of Mortgagee against fire and other hazards and risks, including without limit vandalism and malicious mischief, as Mortgagee may require and shall further provide flood insurance (if the Premises are situated in a special flood hazard area as determined by the Director of the Federal Emergency Management Agency or other governing agency), loss of rents insurance, public liability and product liability insurance and any other insurance as Mortgagee may require from time to time, all in amounts and in forms and with companies as are satisfactory to Mortgagee. Mortgagor shall deliver to Mortgagee the policies evidencing the required insurance with premiums fully paid for one year in advance and with standard mortgagee clauses satisfactory to Mortgagee. Renewals of the required insurance (together with evidence of premium prepayment for one year in advance) shall be delivered to Mortgagee at least thirty (30) days before the expiration of any existing policies. All policies and renewals shall provide that they may not be canceled or amended without giving Mortgagee thirty (30) days prior written notice of cancellation or amendment. All policies and renewals shall be held by, and are pledged to, Mortgagee, along with all insurance premium rebates, as additional security for the Indebtedness. Should Mortgagor fail to insure or fail to pay the premiums on any required insurance or fail to deliver the policies or renewals of them as provided above, Mortgagee may (but is not obligated to) have the insurance issued or renewed (and pay the premiums on it for the account of Mortgagor) in amounts and with companies and at premiums as Mortgagee deems appropriate. If Mortgagee elects to have insurance issued or renewed to insure Mortgagee's interest, Mortgagee shall have no obligation to also insure Mortgagor's interest or to notify Mortgagor of Mortgagee's actions. Any sums paid by Mortgagee for insurance as provided above shall be added to the Indebtedness. In the event of loss or damage, the proceeds of all required insurance shall be paid to



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Mortgagee alone. No loss or damage shall itself reduce the Indebtedness. Mortgagee and any of Mortgagee's employees is each irrevocably appointed attorney-in-fact for Mortgagor and is authorized to adjust and compromise each loss without the consent of Mortgagor, to collect, receive and receipt for the insurance proceeds in the name of Mortgagee and Mortgagor and to endorse Mortgagor's name upon any check in payment of the loss. The proceeds shall be applied first toward reimbursement of all costs and expenses of Mortgagee in collecting the proceeds (including, without limit, attorneys' fees), and then toward payment of the Indebtedness or any portion of it, whether or not then due or payable and in whatever order of maturity as Mortgagee may elect, or Mortgagee, at its option, may apply any or all the insurance proceeds to the repair or rebuilding of the Premises. Application of proceeds by Mortgagee toward later maturing installments of the Indebtedness shall not excuse Mortgagor from making the regularly scheduled installment payments nor shall such application extend the due date or reduce the amount of any of these payments. Application of proceeds by Mortgagee toward payment of the Indebtedness shall constitute an acceleration and prepayment and shall subject Mortgagor to any applicable prepayment premium or formula. In the event of a foreclosure of this Mortgage, or the giving of a deed in lieu of foreclosure, the purchaser or grantee of the Premises shall succeed to all of the rights of Mortgagor under said insurance policies. At the sole option of Mortgagee, Mortgagor shall pay to Mortgagee on the first day of each month a pro rata portion of the annual premiums (as estimated by Mortgagee) for the required insurance in an amount sufficient to pay them when due, plus payments (based on single item or aggregate analysis, as determined by Mortgagee under applicable law) sufficient to maintain an additional balance of not more than one-sixth of that amount. In the event that sufficient funds have been deposited with Mortgagee to cover the amount of the insurance premiums for required insurance when the premiums become due and payable, Mortgagee shall pay the premiums. In the event that sufficient funds have not been deposited with Mortgagee to pay the insurance premiums at least fifteen (15) days prior to the time when they become due and payable, Mortgagor shall immediately upon request pay the amount of this deficiency to Mortgagee. Mortgagor shall promptly repair, replace or rebuild each part of the Premises which may be damaged or destroyed by fire or other casualty or which may be affected by any eminent domain proceedings, notwithstanding application by Mortgagee of the insurance proceeds or eminent domain award to payment of the Indebtedness.

5. Mortgagor shall abstain from commission of waste upon the Premises, keep the Premises in good repair, and promptly comply with all laws, regulations and requirements of all governmental bodies affecting the Premises. If Mortgagee determines that the Premises requires inspection, testing, appraisal, repair, care, alteration or attention of any kind, Mortgagee or its representatives may (but is not obligated to) enter upon the Premises, and inspect, test, appraise, repair, alter or maintain the Premises as Mortgagee may deem necessary, and Mortgagor shall reimburse Mortgagee upon demand for all resulting costs and expenses incurred by Mortgagee. Any inspection, audit, appraisal or examination by Mortgagee or its representatives of the Premises or of information or documents pertaining to the Premises is for the sole purpose of protecting Mortgagee's interests under this Mortgage and is not for the benefit or protection of Mortgagor or any third party. Mortgagee has no obligation to provide Mortgagor or any third party with information concerning, or results of, any inspection, audit, appraisal or examination by Mortgagee or its representatives. If Mortgagee or any Lender, in its sole discretion, discloses information to Mortgagor this disclosure is for the sole protection of Mortgagee and the Lenders, does not constitute an agreement to further disclosure and does not create a warranty by Mortgagee or any Lender as to the accuracy, sufficiency or any other aspect of the disclosure. Mortgagee and the Lenders may spend money as they deem essential to protect the value of the Premises. Mortgagor shall not make or permit any other party to make any material alterations, additions or improvements of any type to the Premises (individually and collectively the "Improvements"), regardless of whether the Improvements would increase the value of the Premises, without Mortgagee's prior written consent. This consent may be withheld by Mortgagee in its sole discretion. If Mortgagee consents to the making of any Improvements and the Improvements are not completed with due diligence in accordance with the plans and specifications approved in writing by Mortgagee, or if construction of the Improvements should cease before completion for a period of thirty (30) days, then and in either event it shall be an Event of Default under this Mortgage and Mortgagee shall have all the rights and remedies provided in this Mortgage, including without limitation, the right (but not the obligation) to enter or cause entry to be made upon the Premises and complete the Improvements and its costs shall be added to the Indebtedness. If any action is threatened or commenced which affects Mortgagee's interest in the Premises, including, without limit, building, environmental or zoning proceedings, Mortgagee may take such action as it deems necessary to protect its interest and its costs shall be added to the Indebtedness.

6. In the event the Premises is taken under power of eminent domain, or by condemnation, the entire proceeds of the award shall be paid directly to Mortgagee (for the benefit of the Lenders) and applied toward reimbursement

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of all Mortgagee's costs and expenses incurred in connection with collecting the award (including, without limit, attorney fees), and the balance applied upon the Indebtedness whether or not then due or payable in whatever manner Mortgagee deems advisable. Application by Mortgagee of any condemnation award or portion of it toward the last maturing installments of the Indebtedness shall not excuse Mortgagor from making the regularly scheduled payments nor extend the due date or reduce the amount of these payments. Application of any condemnation award by Mortgagee toward payment of the Indebtedness shall constitute an acceleration and a prepayment and shall subject Mortgagor to any applicable prepayment premium or formula. Mortgagee or any of Mortgagee's employees is irrevocably appointed attorney-in-fact and is duly authorized and empowered to receive, receipt for, discharge and satisfy any condemnation award and judgment, whether joint or several, on behalf of Mortgagor. Mortgagee shall not be liable for failure to collect any condemnation award, regardless of the cause of such failure.

7. The Indebtedness shall become due and payable immediately, without notice, at the option of Mortgagee, if Mortgagor shall convey, assign or transfer the Premises by deed, land contract or other instrument, or if title to the Premises shall become vested in any other person or party in any manner whatsoever or if there is any disposition (through one or more transactions) of legal or beneficial title to a controlling interest of Mortgagor. In the event ownership of the Premises becomes vested in a person or persons other than Mortgagor (with or without the prior written approval of Mortgagee), Mortgagee may (but shall not be obligated to) deal with and may enter into any contract or agreement with the successor(s) in interest with reference to this Mortgage in the same manner as with Mortgagor, without in any manner discharging or otherwise affecting the lien of this Mortgage or Mortgagor's liability under this Mortgage or upon the Indebtedness.

8. This Mortgage shall, as to any personal property covered by it, be deemed to grant a security interest in the personal property pursuant to the Uniform Commercial Code. Mortgagor agrees, upon request of Mortgagee from time to time, to promptly furnish a detailed list of personal property subject to this Mortgage and, upon request by Mortgagee, to immediately authorize, execute, deliver and/or file any mortgage, security agreement or financing statement to include specifically this list of personal property and to immediately take such other actions as deemed necessary or desirable by Mortgagee to evidence, perfect or continue the security interests granted in this Mortgage; and Mortgagee or any agent of Mortgagee is hereby authorized in its own name, and is also hereby irrevocably appointed (which appointment is coupled with an interest) the true and lawful attorney in fact for Mortgagor (with full power of substitution) in the name and place of Mortgagor, to execute and file such security agreements and financing statements and to take such other actions as deemed necessary or desirable by Mortgagee to evidence, perfect or continue the security interests granted in this Mortgage. Upon the occurrence of any Event of Default under this Mortgage, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or otherwise provided by law or by this Mortgage including, without limit, the right to require Mortgagor to assemble the personal property and make it available to Mortgagee or any Lender at a place to be designated by Mortgagee which is reasonably convenient to both parties, the right to take possession of the personal property with or without demand and with or without process of law and the right to sell and dispose of it and distribute the proceeds according to law. Mortgagor agrees that any requirement of reasonable notice shall be met if Mortgagee sends notice to Mortgagor at least ten (10) days prior to the date of sale, disposition or other event giving rise to the required notice. Mortgagor agrees that the proceeds of any disposition of the personal property may be applied by Mortgagee first to the reasonable expenses of Mortgagee or any Lender incurred in connection with the disposition including, without limit, attorney fees, and then to payment of the Indebtedness. At any sale or other disposition of the personal property pursuant to this paragraph, Mortgagee and the Lenders disclaim all warranties which would otherwise be given under the Uniform Commercial Code, including without limit a disclaimer of any warranty relating to title, possession, quiet enjoyment or the like, and Mortgagee and the Lenders may communicate these disclaimers to a purchaser at such disposition. This disclaimer of warranties will not render the sale commercially unreasonable. Mortgagor agrees that Mortgagee shall be under no obligation to accept any noncash proceeds in connection with any sale or disposition of the personal property covered by this Mortgage, unless failure to do so would be commercially unreasonable. If Mortgagee agrees in its sole discretion to accept noncash proceeds (unless the failure to do so would be commercially unreasonable), Mortgagee may ascribe any commercially reasonable value to such proceeds. Without limiting the foregoing, Mortgagee may apply any discount factor in determining the present value of proceeds to be received in the future or may elect to apply proceeds to be received in the future only as and when such proceeds are actually received in cash by Mortgagee. Mortgagor represents that its exact name is its name as set forth in this Mortgage and that Mortgagor is located (as determined pursuant to Article 9 of the Uniform Commercial Code) in Illinois, unless otherwise expressly specified in this Mortgage. Mortgagor will give Mortgagee not less than 90 days prior written notice of all contemplated changes in

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Mortgagor's name, location, chief executive office, or principal place of business, but the giving of this notice shall not cure any Event of Default caused by this change. "Uniform Commercial Code" means the Uniform Commercial Code as adopted in the State of Illinois, as amended, revised or replaced from time to time. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the Uniform Commercial Code have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the Uniform Commercial Code shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the Uniform Commercial Code in effect on the date of this Mortgage, then such term, as used herein, shall be given such broadened meaning. If the Uniform Commercial Code shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the Uniform Commercial Code in effect on the date of this Mortgage, such amendment or holding shall be disregarded in defining terms used in this Mortgage. This Mortgage also constitutes a financing statement filed as a fixture filing under the Uniform Commercial Code with respect to goods which are or are to become fixtures on or constituting a part of the Premises and as to which Mortgagor is the debtor and record owner of the Premises and Mortgagee is the secured party. This Mortgage shall be recorded in the real estate records of the County in which the Premises is located.

9. As additional security for the payment and performance of the Indebtedness, Mortgagor grants a security interest to Mortgagee (for the benefit of the Lenders) in all deposit or other accounts with Mortgagee and Mortgagor assigns to Mortgagee all its right, title and interest in all written and oral leases and occupancy agreements, now or later existing, covering the Premises (but without an assumption by Mortgagee of liabilities of Mortgagor under any of these leases or occupancy agreements by virtue of this assignment), and Mortgagor assigns to Mortgagee (for the benefit of the Lenders) the rents, issues and profits of the Premises. If an Event of Default occurs under this Mortgage, Mortgagee may receive and collect the rents, issues and profits personally or through a receiver so long as the Event of Default exists and during the pendency of any foreclosure proceedings and during any redemption period. Mortgagor agrees to consent to the appointment of a receiver if this is believed necessary or desirable by Mortgagee to enforce its rights under this Mortgage. The powers of a receiver listed in 735 ILCS 5/15-1704 shall be added to all the powers of a receiver listed in this Mortgage subject to any express limitations on such powers in this Mortgage. Mortgagee shall at no time have any obligation to attempt to collect rent or other amounts from any tenant or occupier of the Premises. Mortgagee shall at no time have any obligation to enforce any other obligations owed by tenants or occupiers of the Premises to Mortgagor. No action taken by Mortgagee or any Lender under this Mortgage shall make Mortgagee or any Lender a "mortgagee in possession." Mortgagor shall at no time collect advance rent under any lease or occupancy agreement pertaining to the Premises in excess of one month (other than as a security deposit) and Mortgagee shall not be bound in any respect by any rent prepayment in violation of this prohibition. The assignment of licenses and permits under this Mortgage shall not be construed as a consent by Mortgagee or any Lender to any license or permit so assigned, or to impose upon Mortgagee or any Lender any obligations with respect to them. Mortgagor shall not cancel or amend any of the licenses and permits assigned (nor permit any of them to terminate if they are necessary or desirable for the operation of the Premises) without first obtaining the written approval of Mortgagee. This paragraph shall not be applicable to any license or permit that terminates if it is assigned without the consent of another party (other than Mortgagor), unless this consent has been obtained nor shall this paragraph be construed as a present assignment of any license or permit that Mortgagor is required by law to hold. Mortgagor shall comply with and perform as required all obligations and restrictions imposed upon Mortgagor or the Premises under applicable deed restrictions, restrictive covenants, easements, leases, land contracts, condominium or planned unit development documents, or other agreements affecting the Premises, but this is not a consent by Mortgagee or any Lender to take subject to any of these agreements unless specifically set forth on attached Exhibit B, if any, and neither Mortgagee nor any Lender assumes any obligations under these agreements. Mortgagor shall promptly provide Mortgagee with certificates of occupancy, licenses, rent rolls, income and expense statements and other documents and information pertaining to the Premises and its operations as Mortgagee, from time to time, may request. Pursuant to the provisions of 765 ILCS 5/31.5, the mere recordation of this Mortgage entitles Mortgagee immediately to collect and receive rents upon the occurrence of an Event of Default, as defined below, without first taking any acts of enforcement under applicable law, including providing notice to Mortgagor, filing foreclosure proceedings, or seeking the appointment of a receiver. Further, Mortgagee's right to the rents does not depend on whether or not Mortgagee takes possession of the Premises. In Mortgagee's sole discretion, Mortgagee may choose to collect rents either with or without taking possession of the Premises.

10. Mortgagor ratifies and confirms the representations and warranties set forth in Section 6.14 of the Credit Agreement, which provisions are incorporated by reference herein, and such representations and warranties shall be deemed to be continuing representations and warranties for the time period indicated in the Credit Agreement. In



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addition, Mortgagor shall comply with the covenants contained in Section 7.8 of the Credit Agreement, which provisions are incorporated by reference herein.

11. Upon the occurrence and during the continuance of any of the following events:
- (a) Mortgagor shall fail to pay or cause to be paid any of the Indebtedness when the same shall be due and payable (whether due on demand, at stated maturity or upon acceleration); or
  - (b) An "Event of Default" as defined in the Credit Agreement shall occur under the Credit Agreement; or
  - (c) Except as expressly permitted under the Credit Agreement or hereunder, the Premises are subjected to actual or threatened waste, or all or any material part thereof is removed, demolished, or, in any material respect, altered without the prior written consent of Mortgagee; or
  - (d) Any claim of priority to this Mortgage by title, lien or otherwise is asserted by Mortgagor, or is asserted and finally established as valid by any third party (other than Permitted Encumbrances), in any legal or equitable proceeding, whether as a claim, counterclaim, defense or otherwise; or
  - (e) Mortgagor defaults in the performance or observance of any other term, covenant, condition or agreement contained in this Mortgage;

(each an "Event of Default"), Mortgagee may without any requirement of notice hereunder declare all sums hereby secured immediately due and payable although the time provided for the payment thereof may not have expired, anything herein or in any instrument evidencing the Indebtedness or any part thereof to the contrary notwithstanding. Any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Any action taken by Mortgagee to enforce this Mortgage shall constitute its declaration hereunder.

12. Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the option, subject to the terms of the Credit Agreement, to do any or all of the following: (a) Declare the entire unpaid amount of the Indebtedness, including, without limit, accrued and unpaid interest on it and any applicable prepayment premium or formula, and all other charges payable by the Mortgagor and/or Borrower to Mortgagee or any Lender, to be immediately due and payable and, at Mortgagee's option, (i) to bring suit for the same, or (ii) to take all steps and institute all other proceedings that Mortgagee deems necessary to enforce payment of the Indebtedness and performance under this Mortgage and to protect the lien of this Mortgage; (b) Commence foreclosure proceedings against the Premises pursuant to applicable law. The commencement by Mortgagee of foreclosure proceedings shall be deemed an exercise by Mortgagee of its option to accelerate the Indebtedness, unless such proceedings on their face specifically indicate otherwise. Mortgagor grants power to Mortgagee to sell the Premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in a single parcel or in several parcels at the option of Mortgagee; (c) Procure new or cause to be updated abstracts, tax histories, title insurance, or title reports; (d) Obtain a receiver to manage the Premises and collect the rents, profits and income from it; (e) Contest the amount or validity of any taxes applicable to the Premises by appropriate proceedings either in Mortgagee's name, Mortgagor's name or jointly with Mortgagor. Mortgagor shall execute and deliver to Mortgagee, upon demand, whatever documents and information Mortgagee determines may be necessary or proper to so contest the taxes or to secure payment of any resulting refund. Mortgagor shall reimburse Mortgagee for all costs and expenses, including, without limit, attorney fees, incurred in connection with each tax contest proceeding. All refunds resulting from each tax contest proceeding shall belong to Mortgagee to be applied against the Indebtedness with the surplus, if any, to be paid to Mortgagor. Mortgagee and any of its employees is each irrevocably appointed attorney-in-fact for Mortgagor and is authorized to execute and deliver in the name of Mortgagor those documents deemed necessary or proper by Mortgagee to carry out any tax contest proceeding or receive any resulting refunds; and/or (f) In the event of any sale of the Premises by foreclosure, through judicial proceedings, by advertisement or otherwise, apply the proceeds of any such sale in the following order or such other order as Mortgagee may elect: to (i) all expenses incurred for the collection of the Indebtedness and the foreclosure of this Mortgage including, without limit, attorney fees; (ii) all sums expended or incurred by Mortgagee directly or indirectly in carrying out terms, covenants and agreements of or under this Mortgage or any related document, together with interest as provided in this Mortgage; (iii) all accrued and unpaid interest and late payment charges upon the Indebtedness; (iv) any applicable prepayment

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premium or formula; (v) the unpaid principal amount of the Indebtedness; and (vi) the surplus, if any, paid to Mortgagee unless a court of competent jurisdiction decrees otherwise.

13. No single or partial exercise, or delay in the exercise, of any right or power under this Mortgage, shall preclude other or further exercise of the rights and powers under this Mortgage. The unenforceability of any provision of this Mortgage shall not affect the enforceability of the remainder. This Mortgage constitutes the entire agreement of Mortgagor and Mortgagee with respect to the subject matter of this Mortgage. No amendment of this Mortgage shall be effective unless the same shall be in writing and signed by Mortgagor and an authorized officer of Mortgagee. If there is more than one Mortgagor, all undertakings, warranties and covenants made by Mortgagor and all rights and powers given to Mortgagee are made or given jointly and severally. This Mortgage shall be binding on Mortgagor and Mortgagee and on Mortgagor's and Mortgagee's heirs, legal representatives, successors and assigns including, without limit, any debtor in possession or trustee in bankruptcy for Mortgagor. This shall not be deemed a consent by Mortgagee to a conveyance by Mortgagor of all or part of the Premises or of any ownership interest in Mortgagor. Mortgagee may sell, assign or grant participations in any of the Indebtedness and any related obligations, including, without limit, this Mortgage. Mortgagee may provide information relating to this Mortgage or relating to Mortgagor to Mortgagee's parent, affiliates, subsidiaries, service providers, assignees and participants. In the event of foreclosure of this Mortgage or the enforcement by Mortgagee of any other remedies under this Mortgage, Mortgagor waives any right otherwise available in respect to marshalling of assets which secure the Indebtedness or to require Mortgagee to pursue its remedies against any other assets or any other party. This Mortgage shall in all respects be governed by and construed in accordance with the laws of the State of Illinois.

14. Promptly upon the request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all further documents, and do all further acts as Mortgagee may require in its sole discretion to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes of this Mortgage.

15. Nothing in this Mortgage shall be construed to preclude Mortgagee from pursuing any available remedy provided by law for the collection of the Indebtedness or enforcement of its rights upon an Event of Default. Nothing in this Mortgage shall reduce or release any rights or security interests of Mortgagee contained in any existing agreement between Borrower, Mortgagor, or any guarantor and Mortgagee. No waiver of default or consent to any act by Mortgagor shall be effective unless in writing and signed by an authorized officer of Mortgagee. No waiver of any default or forbearance on the part of Mortgagee in enforcing any of its rights under this Mortgage shall operate as a waiver of any other default or of the same default on a future occasion or of any rights.

16. At the sole option of Mortgagee, this Mortgage shall become subordinate in whole or in part (but not with respect to priority as to insurance proceeds or any eminent domain award) to any or all leases and/or occupancy agreements of the Premises upon the execution by Mortgagee, and recording in the appropriate official county records where the premises are located, of a unilateral declaration to that effect.

17. All notices and demands required or permitted to be given or made by any party to the other hereunder shall be given or made to the parties hereto in accordance with Section 13.6 of the Credit Agreement. Either party hereto may change its address for notices and other communications hereunder by notice to the other party hereto.

18. To the extent that any of the Indebtedness is payable upon demand, nothing contained in this Mortgage shall modify the terms and conditions of that Indebtedness nor prevent Mortgagee from making demand, without notice and with or without reason, for immediate payment of any or all of that Indebtedness at any time(s), whether or not an Event of Default has occurred.

19. Notwithstanding any prior revocation, termination or discharge of this Mortgage, (except as to the rights of subsequent intervening bona fide purchasers or lienholders) the effectiveness of this Mortgage shall automatically continue or be reinstated in the event that (a) any payment received or credit given by Mortgagee or any Lender in respect of the Indebtedness is returned, disgorged or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of trust funds, or otherwise under any applicable law, in which case this Mortgage shall be enforceable as if the returned, disgorged or rescinded payment or credit had not been received or given, whether or not Mortgagee relied upon this payment or credit or changed its position as a consequence of it; or (b) any liability is sought to be imposed against Mortgagee or any Lender relating to any matter as to which Mortgagor agreed to

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indemnify Mortgagee and the Lenders under this Mortgage or the Credit Agreement, including, without limit, as to the presence of Hazardous Materials on, in or about the Premises, whether this matter is known or unknown, now or later exists (excluding only matters which arise after any acquisition by Mortgagee of the Premises, by foreclosure, deed in lieu of foreclosure or otherwise, to the extent due to the wrongful act or omission of Mortgagee), in which case this Mortgage shall be enforceable to the extent of all liability, costs and expenses (including, without limit, attorney fees) incurred by Mortgagee or any Lender as the direct or indirect result thereof. In the event of continuation or reinstatement of this Mortgage, Mortgagor agrees upon demand by Mortgagee to execute and deliver to Mortgagee those documents which Mortgagee determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of Mortgagor to do so shall not affect in any way the reinstatement or continuation. If Mortgagor does not execute and deliver to Mortgagee upon demand such documents, Mortgagee and each employee is irrevocably appointed (which appointment is coupled with an interest) the true and lawful attorney of Mortgagor (with full power of substitution) to execute and deliver such documents in the name and on behalf of Mortgagor.

**20. MORTGAGOR AND MORTGAGEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE OR THE INDEBTEDNESS.**

21. All capitalized terms not specifically defined herein which are defined in the Credit Agreement are used as defined in the Credit Agreement.

22. Additional provisions:

- (a) This Mortgage secures, among other things, a "revolving credit" arrangement within the meaning of 815 ILCS 205/4.1 and 205 ILCS 5/5d. All advances, disbursements or other payments required by the Credit Agreement are obligatory advances up to the credit limit established therein and shall, to the fullest extent permitted by law, have priority over any and all mechanics' liens and other liens and encumbrances arising after this Mortgage is recorded.
- (b) This Mortgage is given to secure not only the existing Indebtedness but also such additional sum or sums as may be advanced at any time within twenty (20) years from the date hereof, together with interest thereon at the rate so provided, to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no indebtedness outstanding at the time any such future advance is made, and all such future advances shall be equally secured with and have the same priority as the original Indebtedness secured hereby and shall be subject to all of the terms and provisions of this Mortgage, whether or not such future advance is evidenced by a promissory note and whether or not it is specified that such note or future advance is secured by this Mortgage as provided in 735 ILCS 5/15-1302(b)(1). The total amount of Indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid principal balance so secured at any one time shall not exceed a maximum principal amount of three times the original principal face amount of the note or other evidence of indebtedness plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Premises, with interest on such disbursements at the default rate set forth in such note. Provided, nevertheless, that no provisions of this paragraph or this Mortgage shall be construed to obligate the Mortgagee to make any such future advances.
- (c) In the event of any Event of Default, Mortgagee may, in addition to any other rights and remedies available under this Mortgage or applicable law, foreclose this Mortgage pursuant to the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et. seq. (the "Act"). If any provision of this Mortgage is inconsistent with any applicable provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner

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consistent with the Act. Without in any way limiting any of Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all or such rights, remedies, powers, and authorities, the Mortgagee shall also have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of the Mortgagor which are more limited than what would be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall have what would be vested under the Act.

- (d) Without limitation, all expenses (including attorneys' fees and expenses) incurred by Mortgagee, to the extent reimbursable under 735 ILCS 5/15-1510, 5/15-1512, or any other provision of the Act, whether incurred before or after any judgment of foreclosure, shall be added to the indebtedness secured by this Mortgage and included in the judgment of foreclosure.
- (e) To the full extent permitted by law, Mortgagor agrees that it will not at any time or in any manner take advantage of any stay, reinstatement right, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises; nor after such sale claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights to redemption and reinstatement under the Act (including, without limitation, those provisions expressly referenced below) on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon any note or other evidence of indebtedness. Mortgagor acknowledges that the Premises does not constitute agricultural real estate (as defined in the Act) or residential real estate (as defined in the Act). Mortgagor hereby stipulates to the lifting of any stay order entered, automatically or otherwise, in any bankruptcy which has the effect of preventing Mortgagee from enforcing its rights hereunder.
- (f) The proceeds of the Indebtedness referred to herein shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured by this Mortgage constitutes (i) a "business loan" as that term is defined in and for all purposes of, 815 ILCS 205/4(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(l).
- (g) No portion of the Premises is or will be used as the residential homestead of Mortgagor or any individual. The Premises does not constitute residential or agricultural real estate within the meaning of the Act.
- (h) THE MORTGAGOR, ON BEHALF OF ITSELF AND ALL PERSONS NOW OR HEREAFTER INTERESTED IN THE PREMISES, VOLUNTARILY AND KNOWINGLY HEREBY ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A TRANSACTION WHICH DOES NOT INCLUDE EITHER AGRICULTURAL REAL ESTATE (AS DEFINED IN THE ACT), OR RESIDENTIAL REAL ESTATE (AS DEFINED IN THE ACT). THE MORTGAGOR, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE, HEREBY IRREVOCABLY WAIVES PURSUANT TO 735 ILCS 5/15-1601 OF THE 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



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OF THIS MORTGAGE (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REDEMPTION PROVIDED FOR IN 735 ILCS 5/15-1603) OR UNDER ANY POWER CONTAINED HEREIN OR UNDER ANY SALE PURSUANT TO ANY STATUTE, ORDER, DECREE OR JUDGMENT OF ANY COURT.

- (i) Any property management agreement for or relating to all or any part of the Premises, whether now in effect or entered into hereafter by Mortgagor or any agent of the Mortgagor, with a property manager shall contain a subordination provision whereby the property manager forever and unconditionally subordinates to the lien of this Mortgage and the any other documents evidencing or securing the Indebtedness, any and all mechanics' lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law (including, without limitation, 770 ILCS 60/0.01). Such property management agreement or a short form thereof including such subordination shall, at Mortgagee's request, be recorded with the Office of the Recorder of Deeds for the county in which the Premises is located. Mortgagor's failure to cause any of the foregoing to occur shall constitute an Event of Default under this Mortgage.
- (j) All references to a private power of sale with respect to the Premises under the Mortgage are deemed deleted.
- (k) The parties hereto intend that this Mortgage and the lien hereof shall not merge in fee simple title to the Premises, and if the Mortgagee acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.
- (l) **THE FOLLOWING NOTICE IS GIVEN PURSUANT TO THE "COLLATERAL PROTECTION ACT", 815 ILCS 180/1. ET SEQ: UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING US WITH EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES WE 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 YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.**

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IN WITNESS WHEREOF, Mortgagor has signed and delivered this Mortgage the day and year first written above.

RECORDING REQUIREMENTS: Type or print in black ink name of each Mortgagor and Notary beneath the respective signature line.

MORTGAGOR:

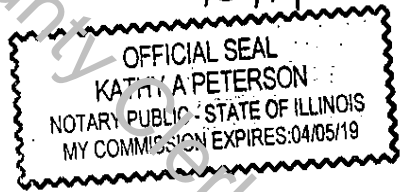
GANNON & GOLF, LTD., an Illinois corporation

By: [Signature]  
SIGNATURE OF  
Its: \_\_\_\_\_  
TITLE (IF APPLICABLE)

STATE OF IL )  
COUNTY OF Lake )ss.

The foregoing instrument was acknowledged before me on June 9th, 2017, by [Signature]  
Tamraz the authorized signatory of GANNON & GOLF,  
LTD., an Illinois corporation, on behalf of said entity.

Kathy A. Peterson  
Notary Public, Lake County, IL  
Acting In Lake County, IL  
My commission expires: 4/5/19



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## EXHIBIT A

### DESCRIPTION OF REAL ESTATE

Property situated in the County of Cook, State of Illinois, described as follows:

Lot 1 in the Plat of Consolidation of Motor Werks Infiniti recorded December 21, 2007 as document 0735515053, being a consolidation of Lot 1 in Hoffman Hills Commercial Subdivision Unit No. 2, and Part of Lot 1 in Hoffman Hills Commercial Subdivision Unit No. 1, All being a part of the Northwest 1/4 of Section 16, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 1075 West Golf Road, Hoffman Estates, Illinois

Property Index No: 07-16-100-015

Property of Cook County Clerk's Office

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## EXHIBIT B

### PERMITTED ENCUMBRANCES

1. Easement over the South 25 feet of the Land for public utility and drainage purposes, as shown on the Plat of Hoffman Hills Commercial Subdivision Unit No. 2 recorded as document 26726560 and also as shown on the Plat of Hoffman Hills Commercial Subdivision Unit No. 1 recorded as document 26867643 and shown on the Plat of consolidation of Motor Werks Infiniti recorded December 21, 2007 as document 0735515053. Shown on the ALTA survey prepared by Alan J. Coulson, P.C. Dated May 27, 2008 job. No. C57,033DLT.
2. A non-exclusive easement for serving the Subdivision and other property with electric, communications, sewer, water, gas and drainage service is reserved on Plat of Hoffman Hills Commercial Subdivision Unit No. 2 recorded August 10, 1983 as document 26726560, for and granted to the Village of Hoffman Estates, other governmental authorities having jurisdiction over the Land subdivided thereon, and those public utility companies operating under franchise from the Village of Hoffman Estates, including, but not limited to the Commonwealth Edison Company, the Illinois Bell Telephone Company and Northern Illinois Gas Company, their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with transmission and distribution of electricity, sounds and signals, Gas Mains, sewer and water mains and drainage in, over, under, across, along and upon the South 25 feet, together with the right to install required service connections over and under the surface of each Lot to serve improvements thereon; the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights therein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantees' facilities or in, upon or over the South 25 feet without the prior written consent of grantees after installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.
3. A non-exclusive easement for serving the subdivision and other land with electric, communications, sewer, water, gas and drainage service is thereby reserved for and granted to the Village of Hoffman Estates, other governmental authorities having jurisdiction over the land, and those public utility companies operating under franchise from said Village of Hoffman estates, including but not limited to Commonwealth Edison Company, The Illinois Bell Telephone, Northern Illinois Gas and Warner Amex Cable Communications of Northern Illinois, their successors and assigns, to install, operate, maintain and remove said public utilities within the easement areas shown on the plat of Subdivision recorded November 18, 1983 as document 26867643 and shown on the plat of Consolidation recorded May 21, 2007 as document 0735515053, excepting therefrom, those easement areas vacated on the plat of consideration recorded May 21, 2007 as document 0735515053.
4. Reciprocal easement and maintenance agreement, made by and between the Hoffman Group, Inc., a corporation of Delaware, and American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee Under Trust Agreement dated July 22, 1983 and known as trust number 58215, designating an easement for ingress and egress recorded August 22, 1983 as document 26742734.
5. Plat of Easement recorded October 19, 1984 as document 27301453, and easement agreement dated August 8, 1984 and recorded October 19, 1984 as document 27301450, made by American National Bank and Trust Company of Chicago, as trustee under trust agreement dated July 22, 1983 and known as trust number 58215 to the Village of Hoffman Estates, and easement agreement dated October 5, 1984 and recorded October 19, 1984 as document 27301449, between Harris Bank Roselle as trustee under trust agreement dated October 11, 1983 and known as trust number 12065 and the Village of Hoffman Estates, for the use of the sidewalk over the North 8.50 feet of the Land. Easement further shown on the Plat of consolidation recorded December 21, 2008 as document 0735515053.
6. Public Utility easements as shown on the Plat of consolidation recorded as document 0735515053.



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7. 30 Foot Ingress and egress easement in favor of the owner of Lot 2 in Hoffman Hills Commercial Subdivision Unit No. 2, for pedestrians and operators of motorized vehicles, as granted on the Plat of consolidation recorded as document 0735515053.
8. Easement in favor of Nicor Gas Company; the Commonwealth Edison Company and Ameritech Illinois A.K.A the Illinois Bell Telephone Company A.K.A Sbc Ameritech and Comcast Cables, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat of consolidation recorded/filed as Document No. 0735515053.

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