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Illinois Anti-Predatory Lending Database Program

Doc#: 1724008030 Fee: \$96.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/28/2017 10:20 AM Pg: 1 of 25

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 25-21-300-024-0000**

Address:

Street: 11525 South Halsted Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60607

Lender: Lake Forest Bank & Trust Company

Borrower: Diya 115th, LLC

Loan / Mortgage Amount: \$15,747,032.00

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

AMERICAN TITLE, LLC
175 E. HAWTHORN PARKWAY, SUITE 135
VERNON HILLS, IL 60061
FILE # 17-0868

Certificate number: B5D9658F-AF64-42CB-BF09-5CD0DA322EAD

Execution date: 8/21/2017

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Prepared by, recording requested by,
and after recording return to:

Neal D. McMahon, Esq.
Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, NE 68102

17-0868

**AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT
OF RENTS AND LEASES AND FIXTURE FILING**

ONE OR MORE OF THE NOTES SECURED BY THIS AMENDED AND RESTATED MORTGAGE BEARS INTEREST AT A VARIABLE RATE WHICH WILL FLUCTUATE DURING THE LOAN TERM. UPON THE OCCURRENCE OF CERTAIN EVENTS, THE INTEREST RATE APPLICABLE TO ONE OR MORE OF THE NOTES MAY SWITCH FROM A VARIABLE RATE TO A FIXED RATE OR TO A NEW VARIABLE RATE OR FROM A VARIABLE RATE TO A FIXED RATE.

THIS AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING, dated as of August 21, 2017 (this "Instrument"), made by **DIYA 115TH, LLC**, an Illinois limited liability company (together with its successors and assigns, "Borrower"), having an address at 516 Gene Darfler Court, Naperville, Illinois 60565, in favor of **LAKE FOREST BANK & TRUST COMPANY**, a subsidiary of Wintrust Financial Corporation, having an address at 727 North Bank Lane, Lake Forest, Illinois 60045, Attention: Wintrust Franchise Finance (together with its successors and assigns, "Lender").

Lender is the holder of that certain mortgage(s) from Borrower described on the Schedule attached hereto as Exhibit A (as previously amended, restated, supplemented, extended or renewed, the "Existing Mortgage"). Pursuant to the Credit Agreement (defined below) Borrower and Lender desire to amend, and restate the terms and conditions of the Existing Mortgage as provided herein. This Mortgage being delivered in connection with the Credit Agreement amends, restates, and replaces the Existing Mortgage; provided, however, that the execution, delivery or recordation of this Instrument shall not constitute a novation of the obligations evidenced by the Existing Mortgage, which obligations remain outstanding and shall be governed by the provisions of this Instrument.

WITNESSETH THAT:

WHEREAS, Borrower is on the date of delivery hereof the holder of a fee simple estate in the parcel or parcels of land described in Schedule 1 hereto (the "Land") and of the Improvements (as defined below); and

WHEREAS, Borrower, **YAMUNA ENTERPRISES, INC.**, an Illinois corporation, **VRINDA DONUTS, INC.**, an Illinois corporation, **VITHAL DONUTS, INC.**, an Illinois corporation, **DIYA 79TH STREET, INC.**, an Illinois corporation, **DIYA, INC.**, an Illinois corporation, **GOPAL PARTNERS, INC.**, an Illinois corporation, **GOPAL ENTERPRISES OF ILLINOIS, INC.**, an Illinois corporation, **DIYA PARTNERS, INC.**, an Illinois corporation, **DIYA DONUTS, INC.**, an Illinois corporation, **DIYA 35TH ASHLAND, INC.**, an Illinois corporation, **DMM WESTERN, INC.**, an Illinois corporation, **DIYA KING DONUTS, INC.**, an Illinois corporation, **DMM 103RD KING, LLC**, an Illinois limited liability company, **DMM 127TH, LLC**, an Illinois limited liability company, **DIYA 127TH, LLC**, an Illinois limited liability company, **DIYA 55TH ST., LLC**, an Illinois limited liability company, **DMM 115TH, LLC**, an Illinois limited liability company, **DIYA KEDZIE,**

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LLC, an Illinois limited liability company, **DIYA PAULINA, LLC**, an Illinois limited liability company, **DMM 55TH STATE, LLC**, an Illinois limited liability company, **DIYA 103RD KING, LLC**, an Illinois limited liability company, **DIYA MADAN MOHAN, LLC**, an Illinois limited liability company, **DIYA DAN RYAN, LLC**, an Illinois limited liability company, **DIYA TORRENCE, LLC**, an Illinois limited liability company, **RAINA TORRENCE, LLC**, an Illinois limited liability company, **RAINA 75TH KING, LLC**, an Illinois limited liability company, **DIYA 75TH KING, LLC**, an Illinois limited liability company, **DIYA HOLDINGS, LLC**, an Illinois limited liability company, and **RAINA GAS, LLC**, an Illinois limited liability company, and Lender have executed that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") whereby Borrower is or will be indebted to Lender for the Loans (as defined in the Credit Agreement) and the other Obligations (as defined in the Credit Agreement), such Loans may be evidenced by one or more Notes (as defined in the Credit Agreement); and

WHEREAS, this Instrument is given by Borrower to secure: (a) the Loans as maybe evidenced by one or more Notes in the original principal amount of up to \$15,747,032.00; (b) the payment and performance of all other Obligations, whether now existing or hereafter arising, including, without limitation, any renewal, extension or modification thereof and all future advances and readvances that may subsequently be made to Lender under the Loan Documents (as defined in the Credit Agreement), other than any Loan Document with respect to state and federal environmental laws, rules, regulations and permits, hazardous materials and other environmental conditions, environmental investigations, the release or threatened release of any hazardous materials, and all material remediation requirements; and (c) the payment and performance of all obligations under any other document or instrument that recites that it is secured hereby, whether now existing or hereafter arising, including, without limitation, any renewal, extension or modification thereof ((a) through (c) are referred to herein as the "Secured Obligations"); and

WHEREAS, as a condition precedent to Lender making the Loans, Borrower is required to execute and deliver this Instrument for the benefit of Lender to secure the payment and performance of the Secured Obligations; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Instrument.

GRANT:

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants herein contained, and in order to induce Lender to making the Loans to Borrower, and in order to secure the full, timely and proper payment and performance of and compliance with each and every one of the Secured Obligations, Borrower hereby irrevocably grants, bargains, sells, mortgages, warrants, aliens, licenses, releases, hypothecates, pledges, assigns, transfers, conveys and grants a security interest in and to Lender, WITH THE POWER OF SALE, all of Borrower's estate, right, title and interest, if any, now or hereafter arising, in and to the following (collectively, the "Collateral"):

(a) **Premises.** The Land, together with all tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging to or in anywise pertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, riparian rights, water, water rights, water stock, all rights in, to and with respect to any and all oil, gas, coal, minerals and other substances of any kind or character underlying or relating to the Land and any interest therein; any street, road, highway or alley, vacated or other, adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (collectively, the "Premises");

(b) **Improvements.** All buildings, structures and other improvements and any additions and alterations thereto or replacements thereof, now or hereafter built, constructed or located upon the Premises; and all furnishings, fixtures, fittings, appliances, apparatus, equipment, machinery, building and construction materials and other articles of property of every kind and nature whatsoever, now or hereafter affixed or attached to, erected on or used in connection with the operation of the Premises or such buildings, structures and other improvements, including, without limitation, all partitions, furnaces, boilers,

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oil burners, radiators and piping, plumbing and bathroom fixtures, refrigeration, heating, ventilating, air conditioning and sprinkler systems, other fire prevention and extinguishing apparatus and materials, vacuum cleaning systems, gas and electric fixtures, incinerators, compactors, elevators, engines, motors, generators and all other articles of property that are considered fixtures under applicable law (collectively together with all additions and accessions thereto and all replacements and substitutions thereof, the "Improvements"; the Premises and the Improvements are collectively referred to herein as the "Property");

(c) **Leases.** All leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into whereby any Person agrees to pay money or any other consideration for the use, possession or occupancy of, or any estate in, the Property or any portion thereof or interest therein (collectively, the "Leases");

(d) **Permits and Approvals.** To the extent assignable under applicable law, all permits, franchises, licenses, approvals and other authorizations respecting the use, occupation or operation of the Property or any part thereof and respecting any business or other activity conducted on or from the Property, and any product or proceed thereof or therefrom, including, without limitation, all building permits, certificates of occupancy and other licenses, permits and approvals issued by governmental authorities having jurisdiction;

(e) **Rents.** All rents, issues, profits, royalties, avails, income, proceeds and other benefits derived or owned, directly or indirectly, by Borrower from the Collateral, including, without limitation, all rents and other consideration payable by Tenants, claims against guarantors, any guaranties with respect to any Tenant's obligations under any Lease and any cash or other securities deposited to secure performance by Tenants, under the Leases (collectively, "Rents");

(f) **Plans.** To the extent assignable under applicable law, all plans, specifications, contracts and agreements relating to the design or construction of the Improvements, any payment, performance, or other bond provided in connection with the design or construction of the Improvements, all contracts, agreements and purchase orders with contractors, subcontractors, suppliers and materialmen incidental to the design or construction of the Improvements, all other contracts and agreements pertaining to or affecting the Property, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Property and management contracts, service or supply contracts with respect to the Property;

(g) **Trademarks and Trade Names.** All trademarks, trade names, symbols, assumed names, and other rights and interest in and to the name and marks owned and used by Borrower in connection with the Property, together with the goodwill associated therewith;

(h) **Deposits.** Any moneys on deposit with or for the benefit of Lender in connection with any of the Collateral, including deposits for the payment of real estate taxes, public assessments and repairs;

(i) **Claims.** All claims, demands, judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from the taking of the Property or any portion thereof under the power of eminent domain, or for any damage (whether caused by such taking, by casualty or otherwise) to the Property or any portion thereof;

(j) **Other Rights.** All other property and rights of Borrower relating to any of the foregoing;
and

(k) **Addition; Replacements; Proceeds.** All additions, accessions, replacements, substitutions, proceeds and products of the property, tangible and intangible, described herein.

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AND, without limiting any of the other provisions of this Instrument, Borrower expressly grants to Lender, as secured party, a security interest in all of those portions of the Collateral that are or may be subject to the UCC provisions applicable to secured transactions; and

TO HAVE AND TO HOLD the Collateral unto Lender, forever.

PROVIDED, HOWEVER, that nothing contained herein shall create an obligation on the part of Lender to make future advances or readvances to Borrower; and

PROVIDED, FURTHER, that if Borrower shall pay, in full, the principal of and premium, if any, and interest on the Secured Obligations in accordance with the terms of the Loan Documents and hereof and all other sums payable hereunder by Borrower then on such date, this Instrument shall be (except as provided herein) null and void and of no further force and effect and the Collateral shall thereupon be, and be deemed to have been, reconveyed, released and discharged from this Instrument without further notice on the part of either Borrower or Lender, but upon the request of Borrower, Lender, at Borrower's sole cost and expense, shall execute a satisfactory release of lien.

FURTHER to secure the full, timely and proper payment and performance of the Secured Obligations, Borrower hereby covenants and agrees with and warrants to Lender as follows:

ARTICLE I

DEFINITIONS

The following terms shall have the following meanings for all purposes of this Instrument, and capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement:

"Environmental Indemnity Agreement" means the Environmental Indemnity Agreement dated as of the date hereof executed by Borrower for the benefit of Lender, and any amendment or supplement thereto.

"Event of Default" has the meaning set forth in Section 4.01.

"Impositions" has the meaning set forth in Section 2.04.

"Indemnified Liabilities" has the meaning set forth in Section 2.12.

"Indemnified Parties" has the meaning set forth in Section 2.12.

"Property" has the meaning set forth in the granting clause.

"Premises" has the meaning set forth in the granting clause.

"Release" means a "release" or "threatened release" as such terms are defined in CERCLA of a Hazardous Material.

"Rents" has the meaning set forth in the granting clause.

"State" means the State of Illinois.

"Taking" has the meaning set forth in Section 3.02.

"Tenant" means any tenant of the Property, and its successors and assigns.

"UCC" means the Uniform Commercial Code as enacted in the State.

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ARTICLE II

COVENANTS AND AGREEMENTS OF BORROWER

Section 2.01. Payment and Performance of Obligations. Borrower agrees that it will duly and punctually pay and perform or cause to be paid and performed each of the Secured Obligations at the time and in accordance with the terms specified in the Loan Documents.

Section 2.02. Title to Collateral. Borrower represents and warrants to Lender that:

(a) as of the date hereof and at all times hereafter while this Instrument is outstanding, Borrower is and shall be the sole, absolute owner and holder of the fee simple estate in the Property and the absolute owner of the legal and beneficial title to all other property included in the Collateral, subject in each case only to this Instrument and Permitted Liens;

(b) Borrower has good and lawful right, power and authority to execute this Instrument and to convey, transfer, assign, mortgage and grant a security interest in the Collateral, all as provided herein;

(c) this Instrument has been duly executed, acknowledged and delivered on behalf of Borrower, all consents and other actions required to be taken by the officers, directors, shareholders and partners, as the case may be, of Borrower have been duly and fully given and performed and this Instrument constitutes the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms; and

(d) Borrower, at its expense, will and hereby does warrant and defend to Lender and any purchaser under the power of sale herein or at any foreclosure sale such title to the Collateral (as described in subsection (a) of this Section) and the first mortgage lien and first priority perfected security interest of this Instrument thereon and therein against all claims and demands and will maintain, preserve and protect such Lien and will keep this Instrument a valid, first mortgage lien of record on and a first priority perfected security interest in the Collateral, subject only to the Permitted Liens.

(e) Borrower has duly paid in full all fees, premiums and other charges due in connection with (i) the recording of this Instrument and the issuance of a loan policy or policies of title insurance in form and amount satisfactory to Lender naming Lender as the insured, insuring the title to and the first Instrument lien of this Instrument on the Property with endorsements reasonably requested by Lender and (ii) a survey of the Property in form and substance acceptable to Lender and title insurer.

Section 2.03. Title Insurance. All proceeds received by and payable to Lender for any loss under any loan policy or policies of title insurance delivered to Lender shall be the property of Lender and shall, except as expressly provided to the contrary in the Credit Agreement, be applied by Lender in accordance with the provisions of Sections 3.03 or 3.04, as applicable.

Section 2.04. Impositions. Borrower will pay or cause to be paid all taxes, insurance premiums, assessments, water and sewer rates, ground rents, fees and other charges (collectively, the "Impositions") that at any time may be assessed, levied, confirmed or imposed or that may become a Lien upon the Collateral, or any portion thereof, or that are payable with respect thereto, prior to delinquency, before any fine, penalty or interest may be added for non-payment and before the commencement of any action to foreclose any Lien against all or any portion of the Collateral with respect thereto. Borrower will deliver to Lender, upon request, copies of official receipts or other satisfactory proof evidencing such payments. Borrower shall not be entitled to any credit against the Secured Obligations by reason of the payment of any Imposition.

Upon the occurrence of an Event of Default (hereinafter defined), after the expiration of any applicable grace or cure period, and at Lender's sole option at any time thereafter, Borrower shall pay in addition to each monthly payment under the Credit Agreement, one-twelfth of the Impositions payable during each year (as estimated by Lender in its sole discretion), to be held by Lender without interest to Borrower, for the payment of

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such obligations. If the amount of such additional payments held by Lender (the "Funds") at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of Impositions as they fall due, such excess shall be at Borrower's option, either repaid to Borrower or credited to Borrower on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay Impositions as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days after notice from Lender to Borrower requesting payment thereof. Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any Funds held by Lender at the time of application (i) to pay Impositions which are now or will hereafter become due, or (ii) as a credit to Borrower on the Secured Obligations. Upon payment in full of the Secured Obligations, Lender shall refund to Borrower any Funds held by Lender.

Section 2.05. Liens. Borrower will not directly or indirectly create or permit or suffer to be created or to remain, and will promptly discharge or cause to be discharged, any deed of trust, mortgage, encumbrance or charge on, pledge of, security interest in or conditional sale or other title retention agreement with respect to or any other Lien on or in the Collateral or any part thereof or the interest of Borrower or Lender therein, or any proceeds or Rents or other sums arising therefrom other than Permitted Liens.

Section 2.06. Compliance with Instruments. Borrower, at its expense, will promptly comply with all rights of way or use, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments and appurtenances forming a part of the Collateral and all instruments creating or evidencing the same, in each case, to the extent compliance therewith is required of Borrower under the terms thereof. Borrower will not terminate, forfeit or materially amend rights afforded to Borrower under any such instruments, without the prior written consent of Lender.

Section 2.07. Maintenance and Repair. Subject to ordinary wear and tear, Borrower will keep or cause to be kept all presently and subsequently erected or acquired Improvements and the sidewalks, curbs, vaults and vault space, if any, located on or adjoining the same, and the streets and the ways adjoining the same, in good and substantial order and repair and in such a fashion that the value and utility of the Collateral will not be materially diminished, and, at its sole cost and expense, will promptly make or cause to be made all necessary and appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, so that its business carried on in connection therewith may be properly conducted at all times. All repairs, replacements and renewals shall be equal or greater in quality and class to the original Improvements. Borrower, at its expense, will do or cause to be done all shoring of foundations and walls of any building or other Improvements on the Premises and (to the extent permitted by law) of the ground adjacent thereto, and every other act necessary or appropriate for the preservation and safety of the Property by reason of or in connection with any excavation or other building operation upon the Premises and upon any adjoining property, whether or not Borrower shall be required to take such action or be liable for failure to do so.

Section 2.08. Alterations, Additions. Except as provided in the Credit Agreement, Borrower shall not make or cause to be made any alterations of and additions to the Property or any part thereof without prior written consent of Lender; *provided, however*, Borrower may make nonstructural additions to the Property costing less than \$250,000 in the aggregate without Lender's consent. If Lender consents to any alterations or additions to the Property, such alterations or additions shall be made at Borrower's sole expense by a licensed contractor and according to the plans and specifications approved by Lender and subject to any other conditions required by Lender. Any work commenced on the Property shall be diligently completed, shall be of good workmanship and materials and shall comply with the terms of this Instrument. Upon the completion of any alterations or additions, Borrower shall promptly provide Lender with (a) evidence of full payment to all laborers, materialmen contributing to the alterations or additions, (b) an architect's certificate certifying the alterations conform to the plans and specification approved by Lender, (c) a certificate of occupancy (if such alterations or additions require the issuance thereof) and (d) any other documents or information reasonably requested by Lender.

Section 2.09. Acquired Property Subject to Lien. All right, title and interest of Borrower in and to all alterations, improvements, substitutions, restorations and replacements of, and all additions and appurtenances to, the Property hereafter acquired by Borrower, whether such property is acquired by exchange, purchase, construction or otherwise, shall forthwith become subject to the Lien of this Instrument without further action on the part of

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Borrower or Lender. Upon the request of Lender, Borrower, at its expense, will execute and deliver (and will record and file as provided herein) an instrument or document supplemental to this Instrument satisfactory in substance and form to Lender, whenever such an instrument or document is necessary under applicable law to subject to the Lien of this Instrument all right, title and interest of Borrower in and to all property provided or required by this Instrument to be subject to the Lien hereof.

Section 2.10. Assignment of Rents and Leases.

(a) The assignment, grant and conveyance of the Leases, Rents and all other rents, income, proceeds and benefits of the Collateral contained in the granting clause of this Instrument shall constitute an absolute, present and irrevocable assignment, grant and conveyance, provided that, until an Event of Default has occurred, a license is hereby given to Borrower to collect, receive and apply Rents, as they become due and payable, but not in advance thereof, and in accordance with all of the other terms, conditions and provisions hereof and of the Leases, contracts, agreements and other instruments with respect to which such payments are made. Upon the occurrence of an Event of Default, such license shall be revoked and shall terminate, immediately and automatically without notice to Borrower or any other Person (to the extent permitted by law), and shall not be reinstated upon a cure of such Event of Default without the express written consent of Lender. Such assignment shall be fully effective without any further action on the part of Borrower or Lender, and Lender shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to collect, receive and apply all Rents and all other rents, income, proceeds and benefits from the Collateral, including all right, title and interest of Borrower in any escrowed sums or deposits or any portion thereof or interest therein, whether or not Lender takes possession of the Collateral or any part thereof. The collection of such amounts by Lender shall in no way waive the right of Lender to foreclose this Instrument in the event of any Event of Default. Nothing contained herein and no exercise of any right or privilege hereunder by Lender shall be construed to constitute Lender as a mortgagee-in-possession. All Rents and all other rents, income, proceeds and benefits of the Collateral received by Borrower from or related to the Collateral or any part thereof, from and after the occurrence of an Event of Default, shall be deemed received in trust and shall be turned over to Lender within one Business Day after Borrower's receipt thereof. Borrower further grants to Lender the right, at Lender's option, to:

- (i) enter upon and take possession of the Property for the purpose of collecting Rents and all other rents, income, proceeds and other benefits;
- (ii) dispossess by the customary summary proceedings any Tenant, purchaser or other Person defaulting in the payment of any amount when and as due and payable, or in the performance of any other obligation, under the Leases, contract or other instrument to which said Rents or other rents, income, proceeds or benefits relate;
- (iii) let or convey the Collateral or any portion thereof or any interest therein; and
- (iv) apply Rents and such other rents, income, proceeds and benefits, after the payment of all necessary fees, charges and expenses, on account of the Secured Obligations in accordance with Section 3.03.
- (v) Lender shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Borrower in the Leases. It is further understood that the assignment granted hereunder shall not operate to place responsibility for the control, care, management or repair of the Property, or parts thereof, upon Lender, nor shall it operate to make Lender liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Property by any Tenant under any of the Leases or any other Person, or for any dangerous or defective condition of the Property or for any negligence in the management,

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upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

(b) Borrower represents, warrants, covenants and agrees with Lender as follows:

(i) Borrower will not enter into any other Lease without the prior written consent of Lender. Borrower has delivered to Lender true, correct and complete copies of all existing Leases and all amendments and modifications thereto. The Leases are and shall be valid and enforceable in accordance with their terms. The Leases shall not be altered, modified, amended, terminated, canceled, renewed or surrendered, nor shall any of the terms and conditions thereof be waived in any manner whatsoever except with the prior written consent of Lender.

(ii) There are no defaults now existing under any of the Leases, and no event has occurred or circumstance exists that, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

(iii) Borrower shall give prompt notice to Lender of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of Borrower, together with a complete copy of any such notice.

(iv) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of Borrower and any Tenant under any of the Leases.

(v) Borrower will not permit any Lease to become subordinate to any Lien other than the Lien of this Instrument.

(vi) Borrower shall not permit or consent to the assignment by any Tenant of its rights under its Lease. Without limitation of the foregoing, Borrower shall not permit or consent to the filing of any encumbrance against the Tenant's interest under any Lease, including, without limitation, any leasehold mortgage.

(c) Borrower hereby irrevocably appoints Lender its true and lawful attorney-in-fact with power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Borrower, from and after the occurrence of a Default or an Event of Default, to demand, collect, receive and give complete acquittances for any and all Rents accruing from the Property that Lender may deem necessary or desirable in order to collect and enforce the payment of the Rents and to demand, correct, receive, endorse, and deposit all checks, drafts, money orders or notes given in payment of such Rents. Such appointment is coupled with an interest and is irrevocable. Lender shall not be liable for or prejudiced by any loss of any note, checks, drafts, etc., unless such loss shall have been found by a court of competent jurisdiction to have been due to the gross negligence or willful misconduct of Lender. Borrower also hereby irrevocably appoints Lender as its true and lawful attorney-in-fact to appear in any state or federal bankruptcy, insolvency, or reorganization proceeding in any state or federal court involving any of the Tenants of the Leases. Lessees of the Property are hereby expressly authorized and directed, from and after service of a notice by Lender to pay any and all amounts due Borrower pursuant to the Leases to Lender or such nominee as Lender may designate in writing delivered to and received by such Tenants, and such Tenants are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

Section 2.11. No Claims Against Lender. Nothing contained in this Instrument shall constitute any consent or request by Lender, express or implied, for the performance of any labor or the furnishing of any materials or other property in respect of the Property or any part thereof, or be construed to permit the making of any claim against Lender in respect of labor or services or the furnishing of any materials or other property or any claim that any Lien based on the performance of such labor or the furnishing of any such materials or other property is prior to the Lien of this Instrument. Borrower shall make all contractors, subcontractors, vendors and other persons dealing with the Property, or with any persons interested therein, take notice of the provisions of this Section.

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Section 2.12. Indemnification.

(a) Whether or not covered by insurance, Borrower hereby assumes responsibility for and agrees to reimburse Lender, its affiliates and its respective officers, directors, employees and agents (individually and collectively, the “Indemnified Parties”) for and will indemnify, defend and hold the Indemnified Parties harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, suits, actions, proceedings, judgments, awards, amounts paid in settlements, debts, diminutions in value, fines, penalties, charges, fees, costs and expenses (including reasonable attorneys’ fees and expenses) of whatsoever kind and nature, imposed on, incurred by or asserted against any Indemnified Party that in any way relate to or arise out of any of the Loan Documents, the transactions contemplated thereby and the Collateral, including, without limitation, (i) the selection, manufacture, construction, acquisition, acceptance or rejection of the Collateral, (ii) the ownership of the Collateral, (iii) the delivery, installation, lease, possession, maintenance, use, condition, return or operation of the Collateral, (iv) the condition of the Collateral sold or otherwise disposed of after possession by Borrower, (v) any patent or copyright infringement, (vi) any act or omission on the part of Borrower, Guarantor or any of its or their officers, employees, agents, contractors, lessees, licensees or invitees, (vii) any material misrepresentation or inaccuracy in any representation or warranty of Borrower or any Guarantor, or a breach of Borrower or any Guarantor of any of its covenants or obligations under any of the Loan Documents, (viii) any claim, loss, cost or expense involving alleged damage to the environment relating to the Collateral, including, without limitation, investigation, removal, cleanup and remedial costs, (ix) any personal injury, wrongful death or property damage arising under any statutory or common law or tort law theory, including, without limitation, damages assessed for the maintenance of a private or public nuisance or for the conducting of an abnormally dangerous activity on or near the Collateral, (x) any past, present or threatened injury to, or destruction of, the Collateral, including, without limitation, costs to investigate and assess such injury or damage, (xi) any administrative process or proceeding or judicial or other similar proceeding (including, without limitation, any alternative dispute resolution process and any bankruptcy proceeding) in any way connected with any matter addressed in any of the Loan Documents, (xii) any use, non-use or condition of the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (xiii) performance of any labor or services or the furnishing of any materials or other property in respect of the Collateral or any part thereof made or suffered to be made by or on behalf of Borrower or any Tenant, (xiv) any work in connection with any alterations, changes, new construction or demolition of or additions to the Property or (xv) (A) any Hazardous Materials on, in, under or affecting all or any portion of the Property, the groundwater, or any surrounding areas, (B) any violation or claim of violation by Borrower or any Tenant of any Environmental Laws or (C) the imposition of any Lien for damages caused by or the recovery of any costs for the cleanup of Hazardous Materials or any Release.

(b) If any action or proceeding be commenced, to which action or proceeding the Indemnified Parties are made a party by reason of the execution of this Instrument or the Loan Documents, or in which it becomes necessary to defend or uphold the Lien of this Instrument, all sums paid by the Indemnified Parties, for the expense of any litigation to prosecute or defend the rights and Lien created hereby or otherwise, shall be paid by Borrower to such Indemnified Parties, as the case may be, as hereinafter provided. Borrower will pay and save the Indemnified Parties harmless against any and all liability with respect to any intangible personal property tax or similar imposition of the State or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by the Indemnified Parties in respect of this Instrument or any Secured Obligation.

(c) All amounts payable to the Indemnified Parties under this Section shall be deemed indebtedness secured by this Instrument, and any such amounts that are not paid within 30 days after written demand therefor by any Indemnified Party shall bear interest at the highest Default Rate from the date of such demand. In case any action, suit or proceeding is brought against the Indemnified Parties by reason of any such occurrence, Borrower, upon request of such Indemnified Parties, will, at Borrower’s expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by Lender. The obligations of Borrower under this Section shall survive any satisfaction, discharge or reconveyance of this Instrument and payment in full of the Obligations. If and to

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the extent that the foregoing undertaking may be unenforceable for any reason, Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities that is permissible under applicable law.

Section 2.13. Hazardous Materials. Borrower covenants and agrees that (a) the Collateral shall be kept free of Hazardous Materials, except for those Hazardous Materials reasonably necessary for the operation of the Property and customarily employed in the ordinary course of businesses similar to the business conducted at the Property and that are used, stored, transported and disposed of in accordance with all applicable Environmental Laws, (b) Borrower shall comply with, and ensure compliance by all Persons on the Property with, all Environmental Laws relating to all or any part of the Collateral, (c) Borrower shall keep the Collateral free and clear of any liens imposed pursuant to such Environmental Laws, (d) Borrower shall conduct and complete all investigations, studies, sampling and testing, and all remedial actions necessary to clean up and remove any Hazardous Materials from the Property in accordance with the recommendations contained in any reports issued in connection with such investigations, studies, sampling and testing and in accordance with all applicable Environmental Laws and (e) Borrower shall cause compliance by all Tenants and sub-tenants on the Property with Borrower's covenants and agreements contained in this Section. Borrower shall immediately notify Lender of any investigation, demand, or claim affecting the Property made by any third party.

Section 2.14. Right of Lender To Require Appraisal. Following the occurrence of an Event of Default, Lender shall have the right, from time to time during the term of this Instrument, to obtain one or more fair market value appraisals of the Property from one or more MAI certified appraisers in such form as is satisfactory to Lender. The cost of any such appraisal(s) shall be paid by Borrower.

Section 2.15. Instrument as UCC Security Agreement and Fixture Filing. This Instrument shall constitute a security agreement, a financing statement and a fixture filing pursuant to the UCC for any of the items specified herein as part of the Collateral that, under applicable law, may be subject to a security interest pursuant to the UCC. The Collateral includes goods that are or are to become fixtures. Borrower agrees that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index as a fixture filing or other financing statement for any of the items specified above as part of the Collateral. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement.

ARTICLE III

INSURANCE; DAMAGE, DESTRUCTION OR TAKING

Section 3.01. Insurance.

(a) Borrower will, at its expense, maintain or cause to be maintained with insurance carriers approved by Lender insurance with respect to the Collateral in such amounts and against such insurable hazards as Lender from time to time may require, including, without limitation the following: (i) "all risk" property and fire insurance in an amount not less than the full replacement value of the Property (with a deductible not to exceed \$10,000), naming Lender under a lender's loss payable endorsement as mortgagee and loss payee and including agreed amount, inflation guard, replacement cost and waiver of subrogation endorsements; (ii) general liability insurance in an amount not less than \$1,000,000 per occurrence and on an occurrence basis, insuring against personal injury, death and property damage and naming Lender as additional insured; (iii) flood hazard insurance if the Property is located in an area designated by the Federal Emergency Management Act if and to the extent that the Property is located within an area that has been or is hereafter designated or identified as an area having special flood hazards by the Department of Housing and Urban Development or such other official as shall from time to time be authorized by federal or state law to make such designation pursuant to any national or state program of flood insurance, Borrower shall carry flood insurance with respect to the Property in amounts not less than the maximum limit of coverage then available with respect to the Property or the amount of the Obligations, whichever is less; (iv) worker's compensation insurance to the full extent required by applicable law for all employees of Borrower engaged in any work on or about the Property and employer's liability insurance with a limit of not less than \$1,000,000 for each occurrence; (v) environmental liability insurance in the amount of

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\$1,000,000; and (ix) such other types of insurance or endorsements to existing insurance as may be required from time to time by Lender in accordance with its standard commercial lending practices.

(b) All insurance maintained by Borrower pursuant to Section 3.01(a) shall (i) (except for worker's compensation insurance) name Lender as additional insured and/or loss payee, as applicable, (ii) (except for worker's compensation and public liability insurance) provide that the proceeds for any losses shall be adjusted by Borrower subject to the approval of Lender and shall be payable to Lender, to be held and applied as provided in Section 3.03, (iii) include effective waivers by the insurer of all rights of subrogation against any named insured, the indebtedness secured by this Instrument and the Collateral and all claims for insurance premiums against Lender, (iv) provide that any losses shall be payable notwithstanding (A) any act, failure to act or negligence of or breach of warranties, declarations or conditions contained in such policy by any named insured, (B) the occupation or use of the Property for purposes more hazardous than permitted by the terms thereof, (C) any foreclosure or other action or proceeding taken by Lender pursuant to any provision of this Instrument or (D) any change in title or ownership of the Property, (v) provide that no cancellation, reduction in amount or material change in coverage thereof or any portion thereof shall be effective until at least 30 days after receipt by Lender of written notice thereof, (vi) provide that any notice under such policies shall be simultaneously delivered to Lender and (vii) be satisfactory in all other respects to Lender. Any insurance maintained pursuant to Section 3.01 may be evidenced by blanket insurance policies covering the Property and other properties or assets of Borrower, provided that any such policy shall specify the portion, if less than all, of the total coverage of such policy that is allocated to the Property and shall in all other respects comply with the requirements of Section 3.01.

(c) Borrower will deliver to Lender, promptly upon request, (i) the originals of all policies evidencing all insurance required to be maintained under Section 3.01(a) (or, in the case of blanket policies, certificates thereof by the insurers together with a counterpart of each blanket policy), and (ii) evidence as to the payment of all premiums due thereon (with respect to insurance policies payable other than by a single lump sum, all installments for the current year due thereon to such date), provided that Lender shall not be deemed by reason of its custody of such policies to have knowledge of the contents thereof. Borrower will also deliver to Lender not later than 30 days prior to the expiration of any policy a binder or certificate of the insurer evidencing the replacement thereof.

(d) Borrower will not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained pursuant to Section 3.01.

Section 3.02. Damage, Destruction or Taking; Notice; Assignment of Awards. In case of any damage to or destruction of the Collateral or any material part thereof or any taking, whether for permanent or temporary use, of all or any part of the Collateral or any interest therein or right accruing thereto, as the result of or in anticipation of the exercise of the right of condemnation or eminent domain (a "Taking"), or the commencement of any proceedings or negotiations that may result in a Taking, Borrower will promptly give written notice thereof to Lender, generally describing the nature and extent of such damage, destruction or Taking and Borrower's best estimate of the cost of restoring the Collateral, or the nature of such proceedings or negotiations and the nature and extent of the Taking that might result therefrom, as the case may be. Lender shall be entitled to all insurance proceeds payable on account of such damage or destruction and to all awards or payments allocable to the Collateral on account of such Taking, and Borrower hereby irrevocably assigns, transfers and sets over to Lender all rights of Borrower to any such proceeds, awards or payments and irrevocably authorizes and, in the event Borrower has not filed for such proceeds by the first to occur of (i) 10 Business Days prior to the expiration of the applicable time for such filing or (ii) 30 days after damage to the Collateral or any Taking, empowers Lender, at its option, in the name of Borrower or otherwise, to file and prosecute what would otherwise be Borrower's claim for any such proceeds, award or payment and to collect, receipt for and retain the same for disposition in accordance with Section 3.03 or Section 3.04, as applicable. Borrower will pay all reasonable costs and expenses, if any, incurred by Lender in connection with any such damage, destruction or Taking and seeking and obtaining any insurance proceeds, awards or payments in respect thereof.

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Section 3.03. Application of Insurance Proceeds.

(a) Subject to Sections 3.03(b) and 3.04, Lender may, in its sole discretion, apply all amounts recovered under any insurance policy required to be maintained by Borrower hereunder in any one or more of the following ways:

(i) to the payment of the reasonable costs and expenses incurred by Lender in obtaining any such insurance proceeds or awards, including the fees and expenses of attorneys and insurance and other experts and consultants, the costs of litigation, arbitration, mediation, investigations and other judicial, administrative or other proceedings and all other out-of-pocket expenses;

(ii) to the payment of any Secured Obligation;

(iii) to fulfill any of the other covenants contained herein or in any other Loan Document, in accordance therewith as Lender may determine after the occurrence of a Default or an Event of Default;

(iv) to Borrower for application to the cost of restoring or replacing the Collateral destroyed, damaged or taken; or

(v) to Borrower.

(b) Notwithstanding the provisions of subsection (a) of this Section to the contrary (but subject to the provisions of the Credit Agreement and the provisions of Section 3.04), if each of the following conditions is satisfied, Lender, upon request of Borrower, shall apply insurance proceeds received by it to the restoration or replacement of the Collateral, to the extent necessary for the restoration or replacement thereof:

(i) there shall then exist no uncured Default or Event of Default; and

(ii) Borrower shall furnish to Lender a certificate of an architect or engineer acceptable to Lender stating (A) that the Collateral is capable of being restored, prior to the maturity of the Notes, to substantially the same condition as existed prior to the casualty, (B) the aggregate estimated direct and indirect costs of such restoration do not exceed \$500,000, (C) the insurance proceeds are sufficient for such restoration and (D) the restoration or replacement is reasonably capable of being fully completed by no later than six months prior to the latest Stated Maturity Date for any Note.

(c) In the event that such insurance proceeds are to be utilized in the restoration or replacement of the Collateral, Lender shall disburse such amounts for such restoration or replacement after receipt of a written request for disbursement, on not fewer than 10 Business Days' notice and, to the extent applicable, in accordance with customary construction loan procedures and conditions. In the event that, after the restoration or replacement of the Collateral, any insurance proceeds shall remain, such amount shall be paid to Borrower.

(d) If, prior to the receipt by Lender of such insurance proceeds, the Collateral shall have been sold on foreclosure, Lender shall have the right to receive said insurance proceeds to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment shall have been sought or recovered or denied, and the reasonable attorneys' fees, costs and disbursements incurred by Lender in connection with the collection of such proceeds.

Section 3.04. Taking and Total Destruction. If all or any part of the Property is lost, stolen, destroyed or damaged beyond repair (and the Property is not fully replaced to Lender's satisfaction) or a Taking shall occur,

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Lender shall apply all amounts recovered under any insurance policy referred to in Section 3.01(a) and all awards received by it on account of any such Taking as follows:

- (a) first, to the payment of the reasonable costs and expenses incurred by Lender in obtaining any such insurance proceeds or awards, including the fees and expenses of attorneys and insurance and other experts and consultants, the costs of litigation, arbitration, mediation, investigations and other judicial, administrative or other proceedings and all other out-of-pocket expenses;
- (b) second, to the payment of any Secured Obligation;
- (c) third, to fulfill any of the other covenants contained herein or in the Loan Documents in accordance with such Loan Documents as Lender may determine after the occurrence of a Default or an Event of Default; and
- (d) fourth, the balance, if any, to Borrower.

ARTICLE IV

EVENTS OF DEFAULT; REMEDIES

Section 4.01. Events of Default. The occurrence of an “Event of Default” as defined in the Credit Agreement (after the expiration of any applicable grace or cure period) shall constitute an “Event of Default” under this Instrument.

Section 4.02. Acceleration. Following the occurrence of an Event of Default described in subsection (f) of Section 8.01 of the Credit Agreement, all of the outstanding principal amount of the Secured Obligations shall be due and payable, whereupon the full unpaid amount of such Secured Obligations which shall be so declared due and payable shall be and become immediately due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by Borrower. Following the occurrence of any other Event of Default, Lender may by notice to Borrower, declare all or any portion of the outstanding principal amount of the Secured Obligations to be due and payable, whereupon the full unpaid amount of such Loans and other Secured Obligations which shall be so declared due and payable shall be and become immediately due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by Borrower. Borrower will pay on demand all costs and expenses, including, without limitation, reasonable attorneys’ fees and expenses, incurred by or on behalf of Lender in enforcing this Instrument, the Secured Obligations or the Loan Documents or occasioned by any Event of Default hereunder or thereunder.

Section 4.03. Legal Proceedings; Foreclosure. If an Event of Default shall have occurred (after the expiration of any applicable grace or cure period), Lender at any time may, at Lender’s sole discretion, proceed at law or in equity or otherwise to enforce the payment of the Obligations and the Lender shall have the right to foreclose the Lien of this Instrument as against all or any part of the Collateral and to have the same sold under the judgment or decree of a court of competent jurisdiction. Lender shall be entitled to recover in such proceedings all costs incident thereto, including, without limitation, reasonable attorneys’ fees and expenses in such amounts as may be fixed by the court. Any Person, including Lender, may bid at any sale or auction.

Section 4.04. Power of Sale.

(a) If an Event of Default shall have occurred, Lender may (as permitted by law), at Lender’s sole discretion, sell, assign, transfer and deliver the whole or, from time to time, any part of the Collateral, or any interest in any part thereof, at any private sale or at public auction, with or without demand, advertisement or notice, for cash, on credit or for other property, for immediate or future delivery, and for such price or prices and on such terms as Lender in its uncontrolled discretion may determine, or as may be required by Law. Without limiting the authority granted in the immediately preceding sentence, Lender shall, without demand on Borrower, after the lapse of such time as may then be required by Law, and notice of default and notice of sale having been given as then required by Law, sell the Collateral on the

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date and at the time and place designated in the notice of sale, either as a whole or in separate parcels and in such order as Lender may determine, but subject to any statutory right of Borrower to direct the order in which such property, if consisting of several known lots, parcels or interests, shall be sold, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The Person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such Person at the time and place last appointed for the sale; provided that, if the sale is postponed for longer than 10 days beyond the day designated in the notice of sale, notice of sale and notice of the time, date and place of sale shall be given in the same manner as the original notice of sale. Lender shall execute and deliver to the purchaser at any such sale a deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any Person, including Lender, may bid at the sale.

(b) In the event of any foreclosure, to the extent permitted by applicable law, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the Secured Obligations exceeds the net sale proceeds payable to Lender.

(c) Lender, in the name of Borrower, shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, with general warranty of title by Borrower. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof.

Section 4.05. UCC Remedies. If an Event of Default shall have occurred, Lender may exercise from time to time and at any time any rights and remedies available to it under applicable law upon default in the payment of indebtedness, including, without limitation, any right or remedy available to it as a secured party under the UCC. Borrower shall, promptly upon request by Lender, assemble the Collateral, or any portion thereof generally described in such request, and make it available to Lender at such place or places designated by Lender and reasonably convenient to Lender. If Lender elects to proceed under the UCC to dispose of portions of the Collateral, Lender, at its option, may give Borrower notice of the time and place of any public sale of any such property, or of the date after which any private sale or other disposition thereof is to be made, by sending notice by registered or certified first class mail, postage prepaid, to Borrower at least 10 days before the time of the sale or other disposition. If any notice of any proposed sale, assignment or transfer by Lender of any portion of the Collateral or any interest therein is required by Law, Borrower conclusively agrees that 10 days' notice to Borrower of the date, time and place thereof is reasonable.

Section 4.06. Lender Authorized To Execute Deeds. Borrower irrevocably appoints Lender (which appointment is coupled with an interest) the true and lawful attorney of Borrower, in its name and stead and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery for the enforcement hereof, whether pursuant to power of sale, foreclosure or otherwise in connection with enforcing this Instrument, to execute and deliver all such deeds, bills of sale, assignments, releases and other instruments as may be designated in any such request.

Section 4.07. Purchase of Collateral by Lender. Lender may be a purchaser of the Collateral or of any part thereof or of any interest therein at any sale thereof, whether pursuant to power of sale, foreclosure or otherwise, and Lender may apply the purchase price thereof to the Secured Obligations.

Section 4.08. Receipt a Sufficient Discharge to Purchaser. Upon any sale of the Collateral or any part thereof or any interest therein, whether pursuant to power of sale, foreclosure or otherwise, the receipt of Lender or the officer making the sale under judicial proceedings shall be a sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obliged to see to the application thereof.

Section 4.09. Waivers. To the fullest extent Borrower may lawfully do so, Borrower hereby agrees with Lender as follows:

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(a) Borrower will not at any time, insist on, plead, claim or take the benefit or advantage of any statute or rule of law now or hereafter in force providing for any appraisal, valuation, stay, extension, moratorium or redemption, or of any statute of limitations, and Borrower, for itself and its heirs, devisees, representatives, successors and assigns, and for any and all Persons ever claiming an interest in the Property (other than Lender) hereby, to the extent permitted by applicable law, waives and releases all rights of redemption, valuation, appraisal, notice of intention to mature or declare due the whole of the Indebtedness, and all rights to a marshaling of the assets of Borrower, including the Property, or to a sale in inverse order of alienation, in the event of foreclosure of the liens and security interests created hereunder. In the event of foreclosure pursuant to the provisions hereof, Lender may, at Lender's option, obtain an appraisal of the Property and any funds expended by Lender for such propose shall become indebtedness of Borrower to Lender secured by this Instrument and shall be paid by Borrower to Lender within 10 days of demand.

(b) Borrower shall not have or assert any right under any statute or rule of law pertaining to any of the matters set forth in this Section 4.09, to the administration of estates of decedents or to any other matters whatsoever to defeat, reduce or affect any of the rights or remedies of Lender hereunder, including the rights of Lender hereunder to a sale of the Property for the collection of the Secured Obligations without any prior or different resort for collection, or to the payment of the Indebtedness out of the proceeds of sale of the Property in preference to any other Person.

(c) If any statute or rule of law referred to in this Section 4.10 and now in force, of which Borrower or any of its representatives, successors or assigns and such other Persons claiming any interest in the Property might take advantage despite this Section 4.10, shall hereafter be repealed or cease to be in force, such statute or rule of law shall not thereafter be deemed to preclude the application of this Section 4.09.

(d) Borrower shall not be relieved of its obligation to pay the Secured Obligations at the time and in the manner provided herein and in the other Loan Documents, nor shall the lien or priority of this Instrument or any other Loan Documents be impaired by any of the following actions, non-actions or indulgences by Lender:

(i) any failure or refusal by Lender to comply with any request by Borrower (X) to consent to any action by Borrower or (Y) to take any action to foreclose this Instrument or otherwise enforce any of the provisions hereof or of the other Loan Documents;

(ii) any release, regardless of consideration, of the whole or any part of the Property or any other security for the Indebtedness or any Person liable for payment of the Indebtedness;

(iii) any waiver by Lender of compliance by Borrower with any provision of this Instrument or the other Loan Documents, or consent by Lender to the performance by Borrower of any action which would otherwise be prohibited thereunder, or to the failure by Borrower to take any action which would otherwise be required hereunder or thereunder; and

(iv) any agreement or stipulation between Lender and Borrower, or, with or without Borrower's consent, between Lender and any subsequent owner or owners of the Property or any other security for the Secured Obligations, renewing, extending or modifying the time of payment or the terms of this Instrument or any of the other Loan Documents (including a modification of any interest rate), and in any such event Borrower shall continue to be obligated to pay the Indebtedness at the time and in the manner provided herein and in the other Loan Documents, as so renewed, extended or modified, unless expressly released and discharged by Lender.

(e) Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Property, Lender may release any Person at any time liable for the payment of the Indebtedness or any portion thereof or any part of the security held for the Indebtedness and may extend the time of payment or otherwise modify the terms of

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this Instrument or of any of the Loan Documents, including a modification of the interest rate payable on the principal balance of the Note, without in any manner impairing or affecting this Instrument, as so extended and modified, as security for the Secured Obligations under any such subordinate lien, encumbrance, right, title or interest. Lender may resort for the payment of the Secured Obligations to any other security held by Lender (or any trustee for the benefit of Lender) in such order and manner as Lender in its discretion, may elect. Lender may take or cause to be taken action to recover the Indebtedness, or any portion thereof, or to enforce any provision hereof or of the other Loan Documents without prejudice to the right of Lender thereafter to foreclose or cause to be foreclosed this Instrument. Lender shall not be limited exclusively to the right and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law or equity. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 4.10. Obligations to Become Due on Sale. Upon any sale of the Collateral or any portion thereof or interest therein by virtue of the exercise of any remedy by Lender under or by virtue of this Instrument, whether pursuant to power of sale, foreclosure or otherwise in accordance with this Instrument or by virtue of any other remedy available at law or in equity or by statute or otherwise, at the option of Lender, all Secured Obligations shall, if not previously declared due and payable, immediately become due and payable, together with interest accrued thereon and all other indebtedness secured by this Instrument.

Section 4.11. Application of Proceeds of Sale and Other Moneys. The proceeds of any sale of the Collateral or any part thereof or interest therein under or by virtue of this Instrument, whether pursuant to power of sale, foreclosure or otherwise, and all other moneys at any time held by Lender as part of the Collateral, shall be applied as follows:

- FIRST, to pay fees, expenses or indemnities to enforce this Instrument or then due to Lender;
- SECOND, to pay Secured Obligations in respect of any other fees, expenses or indemnities then due to Lender;
- THIRD, to pay interest due in respect of the Loans;
- FOURTH, to pay the principal outstanding with respect to the Loans; and
- FIFTH, to the payment of all other Secured Obligations.

Section 4.12. Appointment of Receiver. If an Event of Default shall have occurred (after the expiration of any applicable grace or cure period), Lender shall, as a matter of right and without regard to the adequacy of any security for the Secured Obligations secured hereby or the solvency of Borrower, be entitled to the appointment of a receiver for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of the Collateral or otherwise, and Borrower hereby consents to the appointment of such a receiver and will not oppose any such appointment.

Section 4.13. Possession, Management and Income. If an Event of Default shall have occurred (after the expiration of any applicable grace or cure period), in addition to, not in limitation of, the rights and remedies provided in Section 2.10, Lender, upon five days' notice to Borrower, may enter upon and take possession of the Collateral or any part thereof by force, summary proceeding, ejectment or otherwise and may remove Borrower and all other Persons and any and all property therefrom and may hold, operate, maintain, repair, preserve and manage the same and receive all earnings, income, Rents, issues and proceeds accruing with respect thereto or any part thereof. Lender shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management.

Section 4.14. Right of Lender to Perform Borrower's Covenants. During the continuance of an Event of Default (after the expiration of any applicable grace or cure period), Lender, without notice to or demand upon Borrower and without waiving or releasing any obligation or Event of Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Borrower,

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and may enter upon the Collateral for such purpose and take all such action thereon as, in Lender's opinion, may be necessary or appropriate therefor. No such entry and no such action shall be deemed an eviction of any Tenant or other person with the right to use or occupy all or any portion of the Property or any part thereof. After the occurrence of an Event of Default, all sums so paid by Lender and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon at the highest rate provided for in the Credit Agreement from the date of payment or incurring, shall constitute additional indebtedness secured by this Instrument and shall be paid by Borrower to Lender within 10 days of demand.

Section 4.15. Subrogation. To the extent that Lender, on or after the date hereof, pays any sum due under any provision of any legal requirement or any instrument creating any Lien prior or superior to the Lien of this Instrument, or Borrower or any other Person pays any such sum with the proceeds of the Loans evidenced by the Note, Lender shall have and be entitled to a Lien on the Collateral equal in priority to the Lien discharged, and Lender shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such Lien, that shall remain in existence and benefit Lender in securing the Obligations.

Section 4.16. Remedies Cumulative. Each right, power and remedy of Lender provided for in this Instrument or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Instrument or the other Loan Documents, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Instrument, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lender of any or all such other rights, powers or remedies.

Section 4.17. Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Instrument and any other application of such term shall not be affected thereby.

Section 4.18. No Waiver, Compromise of Actions. No failure by Lender to insist upon the strict performance of any term hereof or of any other Loan Documents, or to exercise any right, power or remedy consequent upon a breach hereof or thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Instrument, which shall continue in full force and effect with respect to any other then existing or subsequent breach. By accepting payment or performance of any amount or other Secured Obligation before or after its due date, Lender shall not be deemed to have waived its right either to require prompt payment or performance when due of all other amounts payable hereunder and the Secured Obligations or to declare a default for failure to effect such prompt payment. Any action, suit or proceeding brought by Lender pursuant to any of the terms of this Instrument, any Loan Document or otherwise, and any claim made by Lender hereunder or thereunder may be compromised, withdrawn or otherwise dealt with by Lender without any notice to or approval of Borrower.

Section 4.19. Additional Provisions as to Remedies.

(a) Lender shall not have any obligation to pursue any rights or remedies they may have under any other agreement prior to pursuing their rights or remedies hereunder or under the other Loan Documents.

(b) No recovery of any judgment by Lender and no levy of an execution upon the Property or any other property of Borrower shall affect, in any manner or to any extent, the lien of this Instrument upon the Property, or any liens, rights, powers or remedies of Lender hereunder, and such liens, rights, powers and remedies shall continue unimpaired as before.

(c) Lender may resort to any security given by this Instrument or any other security now given or hereafter existing to secure the Secured Obligations, in whole or in part, in such portions and in

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such order as Lender may deem advisable, and no such action shall be construed as a waiver of any of the liens, rights or benefits granted hereunder.

(d) Acceptance of any payment after the occurrence of any Event of Default shall not be deemed a waiver or a cure of such Event of Default, and acceptance of any payment less than any amount then due shall be deemed an acceptance on account only.

(e) In the event that Lender shall have proceeded to enforce any right or remedy hereunder by foreclosure, sale, entry or otherwise, and such proceeding shall be discontinued, abandoned or determined adversely for any reason, then Borrower and Lender shall be restored to their former positions and rights hereunder with respect to the Property, subject to the lien hereof.

ARTICLE V

MISCELLANEOUS

Section 5.01. Further Assurances; Financing Statements; Recordation.

(a) Borrower, at its expense, will execute, acknowledge and deliver all such instruments and take all such other action as Lender from time to time may reasonably request in order to further effectuate the purposes of this Instrument and to carry out the terms hereof and to better assure and confirm to Lender its rights, powers and remedies hereunder.

(b) Notwithstanding any other provision of this Instrument, Borrower hereby agrees that, without notice to or the consent of Borrower, Lender may file with the appropriate public officials such financing statements, continuation statements, amendments and similar documents as are or may become necessary to perfect, preserve or protect the security interest granted by this Instrument.

(c) Borrower, at its expense, will at all times cause this Instrument and any document, agreement or instrument amendatory hereof or supplemental hereto or thereof (and any appropriate financing statements or other instruments and continuation thereof), and each other document, agreement and instrument delivered in connection with the Loan Documents and intended thereunder to be recorded, registered and filed, to be kept recorded, registered and filed, in such manner and in such places, and will pay all such recording, registration, filing fees, taxes 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 Instrument as a valid, first mortgage lien and first priority perfected security interest in the Collateral, subject only to the Permitted Liens. Borrower will pay or cause to be paid, and will indemnify Lender in respect of, all taxes and other fees and charges (including interest and penalties) at any time payable in connection with the filing and recording of this Instrument and any and all supplements and amendments hereto.

Section 5.02. Additional Security. Without notice to or consent of Borrower, and without impairment of the Lien and rights created by this Instrument, Lender may accept from Borrower or any other Person additional security for the Secured Obligations. Neither the giving of this Instrument nor the acceptance of any such additional security shall prevent Lender from resorting, first, to such additional security, or, first, to the security created by this Instrument, or concurrently to both, in any case without affecting Lender's Lien and rights under this Instrument.

Section 5.03. Notices. Except as otherwise provided herein, all notices, certificates, requests, demands and other communications provided for hereunder or under any Loan Document shall be in writing and shall be (a) personally delivered or (b) sent by overnight courier of national reputation, and shall be deemed to have been given on (i) the date received if personally delivered and (ii) the next Business Day if sent by overnight courier. All communications shall be addressed to the party to whom notice is being given at its Notice Address.

Section 5.04. Waivers, Amendments. The provisions of this Instrument may be amended, discharged or terminated only by an instrument in writing executed by Borrower and Lender, and the observance or

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performance of any provision of this Instrument may be waived, either generally or in a particular instance and either retroactively or prospectively, only by an instrument in writing executed by Lender.

Section 5.05. Governing Law. THIS INSTRUMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE WHERE THE PREMISES IS LOCATED, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

Section 5.06. Successors and Assigns. This Instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that Borrower may not assign or transfer its rights or obligations hereunder without the prior written consent of Lender.

Section 5.07. Waiver of Jury Trial. BORROWER HEREBY WAIVES BORROWER'S RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS INSTRUMENT, ANY OF THE LOAN DOCUMENTS, ANY DEALINGS BETWEEN LENDER AND BORROWER RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS INSTRUMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN LENDER AND BORROWER. BORROWER ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS INSTRUMENT AND THE OTHER LOAN DOCUMENTS. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS INSTRUMENT, ANY LOAN DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS INSTRUMENT OR ANY RELATED TRANSACTIONS. IN THE EVENT OF LITIGATION, THIS INSTRUMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 5.08. Time of Essence. Time is of the essence with respect to Borrower's obligations under this Instrument.

Section 5.09. No Offset. Borrower's obligation to make payments and perform all obligations, covenants and warranties under this Instrument and under the other Loan Documents shall be absolute and unconditional and shall not be affected by any circumstance, including without limitation any setoff, counterclaim, abatement, suspension, recoupment, deduction, defense or other right that Borrower or any guarantor may have or claim against Lender. The foregoing provisions of this section, however, do not constitute a waiver of any claim or demand which Borrower or any guarantor may have in damages or otherwise against Lender or any other person, or preclude Borrower from maintaining a separate action thereon; *provided, however*, that Borrower waives any right it may have at law or in equity to consolidate such separate action with any action or proceeding brought by Lender.

Section 5.10. Severability. Any provision of this Instrument or other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Instrument or such Loan Documents or affecting the validity or unenforceability of such provision in any other jurisdiction.

ARTICLE VI

STATE LAW PROVISIONS

Section 6.01. State Law. In the event of any conflict between provisions of this Article VI and any other provision of this Instrument, the provisions of this Article VI shall control.

Section 6.02. Business Purpose. The Borrower represents, covenants and agrees that all of the proceeds of the notes secured by this Instrument will be used solely for business purposes specified in subsection (1)(c) of

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Section 4 of the Illinois Interest Act (815 ILCS 205/1 et seq.) and in furtherance of the regular business affairs of the Borrower.

Section 6.03. Illinois Mortgage Law. If there are any inconsistencies or conflict between the terms and conditions of this Section 6.03 and the other terms and conditions of this Instrument, the terms and conditions of this Section shall control.

(a) In the event that any provision of this Instrument shall be inconsistent with any provision of the Foreclosure Law, the provisions of the Foreclosure Law shall take precedence over the provisions of this Instrument, but shall not invalidate or render unenforceable any other provision of this Instrument that can be construed in a manner consistent with the Foreclosure Law. "Foreclosure Law" means the provisions of 735 ILCS 5/Article XV, also known as the Illinois Mortgage Foreclosure Law.

(b) If any provision of this Instrument shall grant to Lender any rights or remedies upon default of Borrower which are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Law in the absence of said provision, Lender shall be vested with the rights granted in the Foreclosure Law to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Lender, to the extent reimbursable under the Foreclosure Law, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Instrument, shall be added to the indebtedness secured by this Instrument or by the judgment of foreclosure.

(d) Without limitation on the foregoing, all advances, disbursements and expenditures made by Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Instrument or by the Foreclosure Law, shall have the benefit of all applicable provisions of the Foreclosure Law, including those provisions of the Foreclosure Law herein below referred to (collectively, "Protective Advances"):

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

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

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

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

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(v) Lender's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Foreclosure Law;

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

(vii) expenses incurred and expenditures made by Lender for any one or more of the following: A) if all or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; B) if any interest in the Premises is a fee simple estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; C) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Premises imposed by subsection (c)(1) of Section 15-1704 of the Foreclosure Law; D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; E) payments required or deemed by Lender to be for the benefit of the Premises or required to be made by the owner of the Premises under any grant or declaration of easements, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Premises; F) shared or common expense assessment payable to any association or corporation in which the owner of the Premises is a member if any way affecting the Premises; G) costs incurred by Lender for demolition, preparation for and completion of construction; and H) pursuant to any lease or other agreement for occupancy of the Premises.

(e) This Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Instrument is recorded pursuant to Subsection (b)(1) of Section 15-1302 of the Foreclosure Law. All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Foreclosure Law, apply to and be included in: i) determination of the amounts of indebtedness secured by this Instrument at any time; ii) the indebtedness found due and owing to the Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that, in any foreclosure judgment, the court may reserve jurisdiction for such purpose; iii) if the right of redemption is deemed not to be waived by this Instrument, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 15-1603 of the Foreclosure Law; iv) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Foreclosure Law; v) application of income in the hands of any receiver or Lender in possession; and vi) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 15-1508 and Section 15-1511 of the Foreclosure Law.

(f) Borrower certifies and agrees that the Premises does not include either agricultural real estate (as defined in 15-1201 of the Foreclosure Law) or residential real estate (as defined in 15-1219 of the Foreclosure Law).

(g) To the fullest extent permitted under the Foreclosure Law, Borrower hereby waives its right of redemption.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

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IN WITNESS WHEREOF, Borrower has caused this instrument to be duly executed as of the day and year first above written.

BORROWER:

DIYA 115TH, LLC, an Illinois limited liability company

By [Signature]
Name: Sanjeev J. Khatau
Title: Manager

ACKNOWLEDGMENT

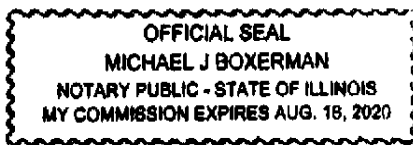
STATE OF Illinois)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State aforesaid, does hereby certify that Sanjeev Khatau the Mgr of Diya 115th LLC, a(n) Illinois corporation/limited liability company/partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act, and as the free and voluntary act of said corporation/limited liability company/partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of Aug, 2017.

(Notary Seal)

[Signature]
Notary Public



Michael J. Boxerman
(Type or Print Name)

My commission expires: 8/18/2020

[EXECUTION PAGE OF MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING]

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EXHIBIT A

EXISTING MORTGAGE

1. Mortgage from Diya 115th, LLC to Lake Forest Bank & Trust Company recorded December 24, 2014 as Document No. 1435816029.
2. Assignment of Rents made by Diya 115th, LLC to Lake Forest Bank & Trust Company recorded December 24, 2014 as Document No. 1435816030.

Property of Cook County Clerk's Office

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SCHEDULE 1

DESCRIPTION OF LAND

SOUTH HALF OF LOT 49, ALL OF LOT 50 AND LOT 51 (EXCEPT THAT PART LYING WEST OF LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 21) IN SHARPSHOOTER'S PARK SUBDIVISION OF PART OF SHARPSHOOTER'S PARK, (SAID PARK BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN) ACCORDING TO MAP THEREOF RECORDED NOVEMBER 5, 1883, IN BOOK 18 OF PLATS, PAGE 52 IN COOK COUNTY, ILLINOIS.

Property Index No.: 25-21-300-024-0000

Common Address: 11525 South Halsted Street, Chicago, Illinois 60607

Property of Cook County Clerk's Office