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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1817916067

Doc# 1817916067 Fee \$112.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/28/2018 01:12 PM PG: 1 OF 38

The property identified as: **PIN:** 14-20-300-031-0000

Address:

Street: 3535 NORTH ASHLAND AVENUE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60657

Lender: MB FINANCIAL BANK, N.A., A NATIONAL BANKING ASSOCIATION

Borrower: ARTIS SENIOR LIVING OF LAKEVIEW, LLC, A DELAWARE LLC

Loan / Mortgage Amount: \$40,597,989.00

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

Certificate number: 8F61F306-C5D7-44F2-960A-D680119164F8

Execution date: 6/25/2018

890 409 10P1

38

A handwritten signature in black ink, located in the bottom right corner of the page.

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**This document was prepared by,
and after recording, return to:**

Daniel T. Sylvester, Esq.
Holland & Knight LLP
131 S. Dearborn St., 30th Floor
Chicago, Illinois 60603

Permanent Tax Index Numbers:

14-20-300-031-0000
14-20-300-032-0000
14-20-300-033-0000

Mortgaged Property Address:

3535 N. Ashland Ave.
Chicago, Illinois 60657-1313

This space reserved for Recorder's use only

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

THIS CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS dated as of June 25, 2018 (this "Mortgage"), is executed by ARTIS SENIOR LIVING OF LAKEVIEW, LLC, a Delaware limited liability company (the "Borrower"), to and for the benefit of MB FINANCIAL BANK, N.A., a national banking association, its successors and assigns, as administrative agent ("Agent") for itself and those certain financial institutions that are, or may become from time to time, parties to the Loan Agreement (hereinafter defined) (collectively, the "Lenders").

RECITALS:

A. Pursuant to the terms and conditions contained in that certain Syndicated Construction Loan Agreement dated as of even date herewith, executed by and between the Borrower, Agent and the Lenders (the "Loan Agreement"), the Lenders have agreed to loan to the Borrower the aggregate maximum principal amount of Forty Million Five Hundred Ninety-Seven Thousand Nine Hundred Eighty-Nine and 00/100 Dollars (\$40,597,989.00) (the "Loan"). All initial capitalized terms not otherwise defined herein shall have the meanings given such terms in the Loan Agreement. The Loan shall be evidenced by one or more Promissory Notes of even date herewith (as amended, restated or replaced from time to time, the "Notes"), executed by the Borrower and made payable to the order of each Lender in the aggregate maximum principal amount of the Loan and due on June 10, 2023, subject to extension to June 10, 2024 and June 10,

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2025, as provided in Section 4.3 of the Loan Agreement (the "Maturity Date"), except as may be accelerated pursuant to the terms of the Loan Agreement or any of the other Loan Documents.

B. A condition precedent to the Lenders' extension of the Loan to the Borrower is the execution and delivery by the Borrower of this Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

A G R E E M E N T S:

The Borrower hereby mortgages, grants, assigns, remises, releases, warrants and conveys to the Agent, its successors and assigns, for its benefit and the benefit of the Lenders, and grants a security interest in the following described property, rights and interests (referred to collectively herein as the "Mortgaged Property"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as defined below) and not secondarily:

(a) The real estate located in the County of Cook, State of Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Land");

(b) All improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Borrower and located on, or used in connection with the Land or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Borrower in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Borrower or on its behalf (the "Improvements");

(c) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Borrower of, in and to the same;

(d) All rents (other than rent collected under the Residential Agreements which are subject to Subsection (h) below), revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Illinois (the "Code") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Mortgaged Property and/or the businesses and operations conducted by the Borrower thereon, to be applied against the Debt (as hereinafter defined); provided, however, that the Borrower, so long as no Event of Default (as hereinafter defined) has occurred and is continuing hereunder, may collect rent (other

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than rent collected under the Residential Agreements which are subject to Subsection (h) below) as it becomes due, but not more than one (1) month in advance thereof;

(e) All interest of the Borrower in all leases now or hereafter on the Mortgaged Property, whether written or oral (each, a "Lease", and collectively, the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Borrower to collect the rentals under any such Lease;

(f) All fixtures and articles of personal property now or hereafter owned by the Borrower and forming a part of or used in connection with the Land or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Mortgaged Property, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Borrower and placed on the Land or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Debt; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute Goods (as defined in the Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in the Agent, as a secured party, and the Borrower, as debtor, all in accordance with the Code;

(g) All of the Borrower's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter acquired and related to the Mortgaged Property, including, without limitation, all of the Borrower's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Borrower is or may become a party and which relate to the Mortgaged Property; (ii) all obligations and indebtedness owed to the Borrower thereunder; (iii) all intellectual property related to the Mortgaged Property; and (iv) all choses in action and causes of action relating to the Mortgaged Property;

(h) All of Borrower's right, title and interest in and to the Residential Agreements, to include, without limitation, all security therefor and all rents and proceeds thereof; provided, however, that the Borrower, so long as no Event of Default has occurred and is continuing hereunder, may collect rent under the Residential Agreements as it becomes due;

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(i) All of the Borrower's accounts now owned or hereafter created or acquired as relate to the Mortgaged Property and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Borrower: (i) Accounts (as defined in the Code), contract rights book debts, notes, drafts, and other obligations or indebtedness owing to the Borrower arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Borrower's rights in, to and under all purchase orders for goods, services or other property; (iii) the Borrower's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Borrower under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Borrower); (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code); (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of the Borrower with respect to the Mortgaged Property (the property, interests and rights described in Subsections (f), (g), (h) and (i) above are collectively referred to herein as the "Collateral"); and

(j) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Mortgaged Property or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Mortgaged Property or proceeds of any sale, option or contract to sell the Mortgaged Property or any portion thereof.

TO HAVE AND TO HOLD the Mortgaged Property, unto the Agent, its successors and assigns, its benefit and for the benefit of the lenders in fee simple forever, for the purposes and upon the uses herein set forth together with all right to possession of the Mortgaged Property after the occurrence and continuance of any Event of Default; the Borrower hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges (including any Make Whole Costs (as defined in the Loan Agreement), and other indebtedness evidenced by or owing under the Notes, any of the other Loan Documents, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the obligations and liabilities of the Borrower to any Lender under and pursuant to any Hedging Agreement (as defined in the Loan Agreement), (iii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Borrower or any other obligor to or benefiting the Agent which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; and (iv) the reimbursement to the Agent or any Lender of any and all sums incurred, expended or advanced by the Agent pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents or any Hedging

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Agreements that may evidence any Swap Obligations of the Borrower owing at any time to the Agent or any Lender, with interest thereon as provided herein or therein (collectively, the "Debt").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Title. The Borrower represents, warrants and covenants that (a) the Borrower is the holder of the fee simple title to the Mortgaged Property, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of the Agent and as otherwise described on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions"); and (b) the Borrower has legal power and authority to mortgage and convey the Mortgaged Property.

2. Borrower's Covenants and Agreements.

(a) Payment of Debt. The Borrower shall, prior to the expiration of any grace period: (i) pay the Debt when due, and (ii) duly and punctually perform and observe all of the covenants and conditions to be performed or observed by the Borrower as provided in the Notes, the Loan Agreement, this Mortgage and the other Loan Documents.

(b) Compliance with Loan Agreement. Borrower will abide by and comply with and be governed and restricted by all of the terms, covenants, provisions, restrictions and agreements contained in the Loan Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

(c) Provisions of Loan Agreement. The proceeds of the Notes are to be disbursed by the Lenders in accordance with the terms contained in the Loan Agreement, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein. Borrower covenants that any and all monetary disbursements made in accordance with the Loan Agreement shall constitute adequate consideration to Borrower for the enforceability of this Mortgage and the Notes, and that all advances and indebtedness arising and accruing under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Notes, shall be secured by this Mortgage; provided, however, that the total Debt shall not in any event exceed two hundred percent of the stated principal amount of the Notes.

(d) Construction Loan. The Notes evidence a debt created by one or more disbursements made by Lenders to Borrower to finance the cost of the construction of certain improvements upon the Land in accordance with the provisions of the Loan Agreement, and this Mortgage is a construction mortgage as such term is defined in Section 9-334(h) of the Code.

3. Payment of Taxes and Assessments. The Borrower will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Borrower, if applicable to the Mortgaged Property or any interest therein, or the Debt, or any obligation or agreement secured

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hereby, subject to the Borrower's right to contest the same, as provided by the terms hereof; and the Borrower will, upon written request, furnish to the Agent duplicate receipts therefor within ten (10) days after the Agent's written request.

4. Change in Tax Laws.

(a) If, by the laws of the United States of America, or of any state or municipality having jurisdiction over the Agent, the Borrower or the Mortgaged Property, any tax is imposed or becomes due in respect of the Notes or this Mortgage (excluding income, excise or franchise taxes imposed upon the Agent, except as provided in Section 4(c) below), or any liens on the Mortgaged Property created thereby, then the Borrower shall pay such tax in the manner required by such law.

(b) If any law, statute, rule, regulation, order or court decree effects a deduction from the value of the Mortgaged Property for the purpose of taxation by creating any lien thereon, or imposing upon the Agent any liability for the payment of all or any part of the Taxes required to be paid by the Borrower, or changing in any way the laws relating to the taxation of mortgages or deeds of trusts or debts secured by mortgages or deeds of trust or the interest of the Agent in the Mortgaged Property, or the manner of collection of Taxes so as to adversely affect this Mortgage, the Debt, or the Agent, then, and in any such event, the Borrower, upon demand by the Agent, shall pay such Taxes, or reimburse the Agent therefor on demand, unless the Agent determines, in the Agent's sole judgment, that such payment or reimbursement by the Borrower is unlawful or that the payment might, in the Agent's judgment, constitute usury or render the Debt wholly or partially usurious; in which event the Agent may elect to declare the Debt to be due and payable within the lesser of (i) thirty (30) days after written notice, or (ii) such shorter period as may be required to ensure compliance by Agent with applicable law.

(c) Nothing contained herein shall require the Borrower to pay any income, franchise or excise tax imposed upon the Agent, excepting only such income, franchise or excise tax which may be levied against the income of the Agent as a complete or partial substitute for Taxes required to be paid by the Borrower hereunder.

5. Deposits.

(a) Tax and Insurance Deposits. (i) Prior to the Final Construction Disbursement, upon the occurrence and continuance of an Event of Default, at Agent's sole discretion, and (ii) commencing with the first Payment Date after the Final Construction Disbursement and continuing on each Payment Date thereafter until the Debt is fully paid, Borrower shall deposit with Agent a sum equal to one-twelfth (1/12th) of one hundred five percent (105.00%) of (a) the most recent ascertainable annual Taxes on the Mortgaged Property and (b) the insurance premiums for the policies of insurance required to be maintained in effect by the Borrower pursuant to the terms of the Loan Agreement (the "Premiums"). If requested by the Agent, the Borrower shall also deposit with the Agent an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next

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installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by the Agent. Such deposits are to be held without allowance of interest and are to be used for the payment of Taxes and Premiums next due and payable when they become due. So long as no Event of Default shall exist and be continuing, the Agent shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from the Borrower) or shall release sufficient funds to the Borrower for the payment thereof. Agent shall release sufficient funds to pay the Premiums when due to the extent of funds available to do so. If the funds so deposited are insufficient to pay any such Taxes or Premiums for any year (or installments thereof, as applicable) when the same shall become due and payable, the Borrower shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes and Premiums in full. If the funds so deposited exceed the amount required to pay such Taxes and Premiums for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of the Agent. The Agent, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Effect of Changes in Laws Regarding Taxation. If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Mortgaged Property from the value thereof for the purpose of taxation or (b) the imposition upon the Agent of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by the Borrower, or (c) a change in the method of taxation of mortgages or debts secured by mortgages or the Agent's interest in the Mortgaged Property, or the manner of collection of taxes, so as to affect this Mortgage or the Debt or the holders thereof, then the Borrower, upon written demand by the Agent, shall pay such Taxes or charges, or reimburse the Agent therefor; provided, however, that the Borrower shall not be deemed to be required to pay any income or franchise taxes of the Agent or lender. Notwithstanding the foregoing, if in the opinion of counsel for the Agent it is or may be unlawful to require the Borrower to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then the Agent may declare all of the Debt to be immediately due and payable.

7. Liens, Contest and Defense of Title.

(a) The Borrower shall not create or suffer or permit any lien, charge or encumbrance to attach to or be filed against the Mortgaged Property or any part thereof, or interest thereon, or any other rights and properties conveyed, mortgaged, transferred and granted hereunder (except for Permitted Exceptions and Permitted Liens), whether such lien, charge or encumbrance is on a parity, inferior or superior to the lien of this Mortgage, including liens for labor or materials with respect to the Mortgaged Property ("Mechanic's Liens").

(b) Notwithstanding Subsection (a) above, the Borrower may in good faith and with reasonable diligence contest the validity or amount of any Mechanic's Liens and defer

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payment and discharge thereof during the pendency of such contest, provided that: (i) such contest shall prevent the sale or forfeiture of the Mortgaged Property, or any part thereof or any interest therein, to satisfy such Mechanic's Liens and shall not result in a forfeiture or impairment of the lien of this Mortgage; and (ii) within ten (10) days after the Borrower has been notified in writing of the filing of any such Mechanic's Liens, the Borrower shall have notified the Agent in writing of the Borrower's intention to contest such Mechanic's Liens, or to cause such other party to contest such Mechanic's Liens, and shall have obtained a title insurance endorsement over such Mechanic's Liens in form and substance reasonably satisfactory to the Agent, insuring the Agent against loss or damage by reason of such Mechanic's Liens; provided that in lieu of such title insurance endorsement the Borrower may deposit and keep on deposit with the Agent (or such depository as may be designated by the Agent) a sum of money sufficient, in the reasonable judgment of the Agent, to pay in full such Mechanic's Liens and all interest thereon. Any such deposits are to be held without any allowance of interest and may be used by the Agent in its reasonable discretion to protect the priority of this Mortgage. In case the Borrower shall fail to maintain such title insurance or deposit, or to prosecute or cause the prosecution of such contest with reasonable diligence, or to pay or cause to be paid the amount of the Mechanic's Lien, plus any interest finally determined to be due upon the conclusion of such contest; then the Agent may, at its option, apply any money and liquidate any securities then on deposit with the Agent (or other depository designated by the Agent) in payment of or on account of such Mechanic's Liens, or that part thereof then unpaid, together with all interest thereon according to any written bill, notice or statement, without inquiring into the amount, validity or enforceability thereof. If the amount of money so deposited shall (in Agent's reasonable judgment) be insufficient for the payment in full of such Mechanic's Liens, together with all interest thereon, then the Borrower shall forthwith, upon written demand, deposit with the Agent (or other depository designated by the Agent) the sum which shall (in Agent's reasonable judgment, when added to the funds then on deposit with Agent) be necessary to make such payment in full (or such other security as shall be reasonably satisfactory to Agent). If a Mechanic's Lien claim is ultimately resolved in the claimant's favor, then the monies so deposited shall be applied in full payment of such Mechanic's Lien or that part thereof then unpaid, together with all interest thereon (provided no Event of Default shall then exist and be continuing) when the Agent has been furnished with satisfactory evidence of the amount of payment to be made. Any excess monies remaining on deposit with the Agent (or other depository) under this Section 7(b) shall be paid to the Borrower, provided that no Event of Default shall then exist and be continuing.

(c) If the lien and security interest of the Agent in or to the Mortgaged Property, or any part thereof, shall be attacked, the Borrower shall immediately notify the Agent and shall appear in and defend any action or proceeding purporting to affect the Mortgaged Property, or any part thereof, and shall file and prosecute such proceedings and take all actions reasonably necessary to preserve and protect such title, lien and security interest in and to the Mortgaged Property.

8. Agent's Interest In and Use of Deposits. Upon an Event of Default that is continuing, the Agent may, at its option, apply any monies at the time on deposit pursuant to

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Section 5 hereof to cure an Event of Default or to pay any of the Debt in such order and manner as the Agent may elect. If such deposits are used to cure an Event of Default or pay any of the Debt, the Borrower shall immediately, upon written demand by the Agent, deposit with the Agent an amount equal to the amount expended by the Agent from the deposits. When the Debt has been fully paid, any remaining deposits shall be returned to the Borrower. Such deposits are hereby pledged as additional security for the Debt and shall not be subject to the direction or control of the Borrower. The Agent shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless the Borrower, prior to an Event of Default, shall have requested the Agent in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. The Agent shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

9. Insurance. The Borrower shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Mortgaged Property insured against loss or damage by fire and such other hazards as may reasonably be required by the Agent, in accordance with the terms, coverages and provisions described in the Loan Agreement.

10. Condemnation. If all or any part of the Mortgaged Property are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, the provisions of the Loan Agreement shall govern the use of awards and condemnation proceeds.

11. Stamp Tax. If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over the Borrower, any tax is due or becomes due in respect of the execution and delivery of this Mortgage, the Notes or any of the other Loan Documents, the Borrower shall pay such tax in the manner required by any such law. The Borrower further agrees to reimburse the Agent for any sums which the Agent may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, the Borrower shall not be required to pay any income or franchise taxes of the Agent.

12. Assignment of Leases and of Residential Agreements. In order to further secure payment of the indebtedness and the observance, performance and discharge of the Obligations, Borrower hereby absolutely and irrevocably assigns, transfers and hypothecates to Agent, for its benefit and the benefit of the Lenders, all of Mortgagor's right, title and interest in and to any (i) leases, (ii) the Residential Agreements, and (iii) all rents and proceeds of (i) and (ii) above, subject only to the Permitted Exceptions and Permitted Liens. Borrower hereby appoints Agent its true and lawful attorney-in-fact, with the right, at Agent's option at any time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in Borrower's or Agent's name, for all rents. Notwithstanding the foregoing appointment and assignment, so long as no Event of Default has occurred which remains uncured, Borrower shall have a license (such license to be deemed revoked upon the occurrence of an Event of Default which remains uncured) to enter into leases and/or Resident Agreements and collect and retain all rents or other consideration in conjunction therewith, subject (in the case of leases but not Residential Agreements) to applicable subordination, nondisturbance and attornment agreements, provided

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that the existence or exercise of such right of Borrower shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Borrower, and any subsequent assignment by Borrower shall be subject to the rights of the Agent hereunder. This Assignment shall not be deemed or construed to constitute Agent as a mortgagee in possession nor obligate Agent to take any action or to incur expenses or perform or discharge any obligation, duty or liability. Exercise of any rights under this Section 12 and the application of the rents to the Obligations shall not cure or waive any Event of Default.

13. Effect of Extensions of Time and Other Changes. If the payment of the Debt or any part thereof is extended or varied, if any part of any security for the payment of the Debt is released, if the rate of interest charged under the Notes is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property or having an interest in the Borrower, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by the Agent, notwithstanding such extension, variation, release or change.

14. Agent's Performance of Defaulted Acts and Expenses Incurred by Agent. If an Event of Default has occurred and is continuing, the Agent may, but need not, make any payment or perform any act herein required of the Borrower in any form and manner deemed expedient by the Agent, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Mortgaged Property or consent to any tax or assessment or cure any default of the Borrower in any lease or Resident Agreement of the Mortgaged Property. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by the Agent in regard to any tax referred to in Section 11 above or to protect the Mortgaged Property or the lien hereof, shall be so much additional Debt, and shall become immediately due and payable by the Borrower to the Agent, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by the Agent in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of the Agent's rights hereunder (c) recovering any Debt, (d) any litigation or proceedings affecting the Notes, this Mortgage, any of the other Loan Documents or the Mortgaged Property, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Notes, this Mortgage, any of the other Loan Documents or the Mortgaged Property, shall be so much additional Debt, and shall become immediately due and payable by the Borrower to the Agent, upon written demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Section shall be immediately due and payable by the Borrower to the Agent, and shall be additional Debt evidenced by the Notes and secured by this Mortgage. The Agent's failure to act shall not be considered a waiver of any right accruing to the Agent on account of any Event of Default. Should any amount paid out or advanced by the Agent hereunder, or pursuant to any agreement executed by the Borrower in connection with the Loan, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Mortgaged Property or

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any part thereof, then the Agent shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

15. Security Agreement.

(a) Grant of Security Interest. Borrower hereby grants to Agent a security interest in the property described in Subsections (d), (e), (f), (g), (h), (i) and (j) of the granting clause of this Mortgage (the "Personal Property") to secure repayment of the Debt. This Mortgage constitutes a security agreement with respect to all Personal Property in which Agent is granted a security interest hereunder, and Agent shall have all of the rights and remedies of a secured party under the Code, as well as all other rights and remedies available at law or in equity.

(b) Perfection. Borrower hereby consents to any instrument that may be reasonably requested by Agent to publish notice or protect, perfect, preserve, continue, extend, or maintain the security interest and lien, and the priority thereof, of this Mortgage or the interest of Agent in the Mortgaged Property, including, without limitation, deeds of trust, security agreements, financing statements, continuation statements, and instruments of similar character, and Borrower shall pay or cause to be paid (i) all filing and recording taxes and fees incident to each such filing or recording, (ii) all expenses, including without limitation, reasonable attorneys' fees and actual costs, incurred by Agent in connection with the preparation and acknowledgement of all such instruments, and (iii) all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the delivery of such instruments. Borrower hereby consents to, and hereby ratifies, the filing of any financing statements relating to the Loan made prior to the date hereof. Borrower hereby irrevocably constitutes and appoints Agent as the attorney-in-fact of Borrower, to file with the appropriate filing office any such instruments. In addition, Borrower hereby authorizes Agent to cause any financing statement or fixture filing to be filed or recorded without the necessity of obtaining the consent of Borrower.

(c) Place of Business. Borrower maintains its chief executive office as set forth as the address of Borrower in Section 27 below, and Borrower will notify Agent in writing of any change in its place of business within five (5) days of such change.

(d) Fixture Filing. This Mortgage is intended to be a financing statement within the purview of Section 9-502(b) of the Code and will be recorded as a "fixture filing" in accordance with the Code.

(e) Representations and Warranties. The Borrower represents and warrants that: (i) the Borrower is the record owner of the Mortgaged Property; (ii) the Borrower's chief executive office is located in the State of Virginia; (iii) the Borrower's state of formation is the State of Delaware; (iv) the Borrower's exact legal name is as set forth on Page 1 of this Mortgage; (v) Borrower is the owner of the Personal Property subject to no

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liens, charges or encumbrances other than the lien hereof, Permitted Liens and Permitted Liens; (vi) the Personal Property will not be removed from the Mortgaged Property without the consent of the Agent or as otherwise permitted under the Loan Agreement; and (vii) no financing statement covering any of the Personal Property or any proceeds thereof is on file in any public office except pursuant hereto. The following addresses are the mailing addresses of the Borrower, as debtor under the Code, and the Agent, as secured party under the Code, respectively:

Borrower:	Artis Senior Living of Lakeview, LLC c/o Artis Senior Living, LLC 1651 Old Meadow Road, Suite 100 McLean, VA 22101 Attn: Chief Financial Officer
Agent:	MB Financial Bank, N.A., or Administrative Agent 6111 N. River Road Rosemont, IL 60018 Attn: Brenda Queen

(f) Borrower agrees that:

(i) The Borrower (being the debtor as that term is used in the Code) is and will be the true and lawful owner of the Mortgaged Property, subject to no other liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefitting the Agent and no other party, Permitted Exceptions, Permitted Liens and liens and encumbrances, if any, expressly permitted hereby and by the Loan Agreement and the other Loan Documents.

(ii) The Personal Property is to be used by the Borrower solely for business purposes.

(iii) The Personal Property will be kept at the Land and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of the Agent (being the secured party as that term is used in the Code). The Personal Property may be affixed to the Land but not be affixed to any other real estate.

(iv) The only persons having any interest in the Mortgaged Property are the Borrower, the Agent and holders of interests, if any, expressly permitted hereby.

(v) No Financing Statement (other than Financing Statements showing the Agent as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Mortgaged Property or any

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proceeds thereof is on file in any public office except pursuant hereto; and the Borrower, at its own cost and expense, upon demand, will furnish to the Agent such further information as reasonably requested and will execute and deliver to the Agent such financing statements and other documents in form reasonably satisfactory to the Agent and will do all such acts as the Agent may reasonably request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Mortgaged Property as security for the Debt, subject to no other liens or encumbrances, other than liens, charges or encumbrances benefiting the Agent and no other party, Permitted Exceptions, Permitted Liens and liens and encumbrances (if any) expressly permitted hereby and by the Loan Agreement and the other Loan Documents; and the Borrower will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Agent to be desirable. The Borrower hereby irrevocably authorizes the Agent at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto, without the signature of the Borrower that (i) indicate the Personal Property (A) is comprised of all assets of the Borrower or words of similar effect, regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or (B) as being of an equal or lesser scope or within greater detail as the grant of the security interest set forth herein, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether the Borrower is an organization, the type of organization and any organizational identification number issued to the Borrower, and (B) in the case of a financing statement filed as a fixture filing or indicating Mortgaged Property as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Mortgaged Property relates. The Borrower agrees to furnish any such information to the Agent upon written request. In addition, the Borrower shall make appropriate entries on its books and records disclosing the Agent's security interests in the Mortgaged Property

(vi) Upon an Event of Default that is continuing hereunder, the Agent shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as the Borrower can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Mortgaged Property or any part thereof may be situated and remove the same therefrom (provided that if the Personal Property is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Agent shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to the Borrower's right of redemption in satisfaction of

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the Borrower's obligations, as provided in the Code. The Agent may render the Mortgaged Property unusable without removal and may dispose of the Personal Property on the Land. The Agent may require the Borrower to assemble the Collateral and make it available to the Agent for its possession at a place to be designated by the Agent which is reasonably convenient to both parties. The Agent will give the Borrower at least ten (10) days' written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of the Borrower hereinafter set forth at least ten (10) days before the time of the sale or disposition. The Agent may buy at any public sale. The Agent may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Mortgaged Property. If the Agent so elects, the Personal Property and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by the Agent, shall be applied against the Debt in such order or manner as the Agent shall select. The Agent will account to the Borrower for any surplus realized on such disposition.

(vii) The Borrower hereby agrees that: (i) where Collateral is in possession of a third party, the Borrower will join with the Agent in notifying the third party of the Agent's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of the Agent; (ii) the Borrower will cooperate with the Agent in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and (iii) until the Debt is paid in full, Borrower will not change the state where it is located or change its name or form of organization without giving the Agent at least thirty (30) days prior written notice in each instance.

16. Restrictions on Transfer.

(a) The Borrower, without the prior written consent of the Agent, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

(i) Borrower may not voluntarily, involuntarily or by operation of law agree to, cause, suffer or permit, without, in each instance, the prior written consent of Agent: (i) any sale, transfer, lease, pledge or conveyance of any interest of the Borrower, legal or equitable, in the Mortgaged Property or the Collateral; (ii) any conveyance, sale, assignment, transfer, lien, pledge, security interest or other

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encumbrance or alienation of direct or indirect ownership interests in either the Borrower or Artis Holdings, LLC, a Delaware limited liability company (“Holdings”) other than a “Permitted Transfer” (as hereinafter defined) to occur; or (iii) any mortgage, pledge, encumbrance or Liens to be outstanding against the Mortgaged Property or the Collateral or any portion thereof, or any security interest to exist therein, except (A) as created by this Mortgage, the Loan Agreement and the other Loan Documents which secure the Notes, (B) Permitted Exceptions and (C) Permitted Liens. Consent by Agent to one transfer will not be deemed to be a waiver of the right to require consent to future or successive transfers. “Permitted Transfer”: Means any of the following transfers: (i) transfers of ownership interests in Holdings between existing members of Holdings as of the Closing Date; (ii) transfers of ownership interests in Holdings to or from Stewart W. Bainum, Jr., Barbara Bainum, Bruce D. Bainum and/or Roberta D. Bainum, or their spouses, jointly or individually, or trusts, custodial accounts, or retirement accounts established for the benefit of any of them or their family member(s) and/or entities established with such family members(s) as owner(s) (collectively the “Bainum Group”) and (iii) any other transfer of up to 49% in the aggregate of non-managing member interests in Borrower or Holdings the result of which is that the Bainum Group owns collectively, directly or indirectly, at least 51% of the interest in Holdings; provided, that following any such transfers contemplated by (i) through (iii) above: the Bainum Group or Donald Feltman directly or indirectly retain “control” (as defined in the definition of “Affiliate” in the Loan Agreement) of and a financial interest in Borrower and Holdings.

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Section shall not apply (i) to liens securing the Debt, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Mortgaged Property, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner’s heirs, legatees, devisees, executors, administrators, estate or personal representatives, or (iv) to leases and Resident Agreements permitted by the terms of the Loan Documents, if any.

(b) In determining whether or not to make the Loan, the Lenders evaluated the background and experience of the Borrower and its members in owning and operating property such as the Mortgaged Property, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Mortgaged Property which is the Agent’s security for the Notes. The Borrower and its members are well experienced in borrowing money and owning and operating property such as the Mortgaged Property, were ably represented by a licensed attorney at law in the negotiation and documentation of the Loan and bargained at arm’s length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. The Borrower recognizes that the Lenders are entitled to keep their respective loan portfolios at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the

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interest rate on a loan, the security for which is purchased by a party other than the original Borrower. The Borrower further recognizes that any secondary junior financing placed upon the Mortgaged Property (i) may divert funds which would otherwise be used to pay the Notes; (ii) could result in acceleration and foreclosure by any such junior encumbrancer which would force the Agent to take measures and incur expenses to protect its security; (iii) would detract from the value of the Mortgaged Property should the Agent come into possession thereof with the intention of selling same; and (iv) would impair the Agent's right to accept a deed in lieu of foreclosure, as a foreclosure by the Agent would be necessary to clear the title to the Mortgaged Property. In accordance with the foregoing and for the purposes of (a) protecting the Agent's security, both of repayment and of value of the Mortgaged Property; (b) giving the Agent the full benefit of its bargain and contract with the Borrower; (c) allowing the Lenders to raise the interest rate and collect assumption fees; and (d) keeping the Mortgaged Property free of subordinate financing liens, the Borrower agrees that if this Section is deemed a restraint on alienation, that it is a reasonable one.

17. Events of Default: Acceleration.

(a) The occurrence and continuance of an Event of Default under Section 11 of the Loan Agreement shall constitute an "Event of Default" for purposes of this Mortgage.

(b) Upon the occurrence and continuation of an Event of Default, the Agent may, at its option, declare the whole of the Debt to be immediately due and payable without further notice to the Borrower, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

18. Foreclosure: Expense of Litigation.

(a) When all or any part of the Debt shall become due, whether by acceleration or otherwise, the Agent shall have the right to foreclose the lien hereof for such Debt or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et. sq.) (as may be amended from time to time, the "Act"). In the event of a foreclosure sale, the Agent is hereby authorized, without the consent of the Borrower, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as the Agent may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Agent for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as the Agent may deem reasonably necessary either to prosecute such suit or to evidence to bidders at

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any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature mentioned in this Section and such other expenses and fees as may be incurred in the enforcement of the Borrower's obligations hereunder, the protection of said Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by the Agent in any litigation or proceeding affecting this Mortgage, the Notes, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by the Borrower, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

19. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in accordance with the Act and, unless otherwise specified therein, in such order as the Agent may determine in its sole and absolute discretion.

20. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by the Agent, appoint a receiver for the Mortgaged Property in accordance with the Act. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Borrower at the time of application for such receiver and without regard to the value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not and the Agent hereunder or any other holder of the Notes may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Mortgaged Property (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when the Borrower, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during said period, including, to the extent permitted by law, the right to lease or enter into Resident Agreements for all or any portion of the Mortgaged Property for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Debt, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

21. Agent's Right of Possession in Case of Default. At any time after an Event of Default has occurred and is continuing, the Borrower shall, upon written demand of the Agent, surrender to the Agent possession of the Mortgaged Property. The Agent, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers and accounts relating thereto, and may exclude the Borrower and its employees, agents or servants therefrom, and the Agent may then hold, operate, manage and control the Mortgaged Property, either personally or by its agents. The Agent shall have full power to use such measures, legal or equitable, as in its

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discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Mortgaged Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, the Agent shall have full power to:

- (a) cancel or terminate any lease, sublease or Resident Agreement for any cause or on any ground which would entitle the Borrower to cancel the same;
- (b) elect to disaffirm any lease, sublease or Resident Agreement which is then subordinate to the lien hereof;
- (c) extend or modify any then existing leases or Resident Agreement and to enter into new leases or Resident Agreements, which extensions, modifications, leases and Resident Agreements may provide for terms to expire, or for options to lessees or residents to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases or Resident Agreements, and the options or other such provisions to be contained therein, shall be binding upon the Borrower and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Debt, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;
- (d) make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Mortgaged Property as may seem judicious to Agent, to insure and reinsure the Mortgaged Property and all risks incidental to Agent's possession, operation and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom;
- (e) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Mortgaged Property, to the payment of taxes, premiums and other charges applicable to the Mortgaged Property, or in reduction of the Debt in such order and manner as Agent shall select, in its sole discretion; and
- (f) receive and collect the rents, issues, profits and revenues of the Mortgaged Property personally or through a receiver so long as an Event of Default shall exist and be continuing and during the pendency of any foreclosure proceedings and during any redemption period, and the Borrower agrees to consent to a receiver if it is believed necessary or desirable by the Agent to enforce its rights under this Subsection. The collection of rents, issues, profits or revenues of the Mortgaged Property by the Agent shall in no way waive the right of the Agent to foreclose this Mortgage in the event of any said Event of Default.

Nothing herein contained shall be construed as constituting Agent a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Property. The right to enter and take possession of the Mortgaged Property and use any personal property therein, to manage,

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operate, conserve and improve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Agent hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof or under the other Loan Documents. The expenses (including any receiver's fees, reasonable counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby which expenses Borrower promises to pay upon demand together with interest thereon at the Default Rate. Agent shall not be liable to account to Borrower for any action taken pursuant hereto other than to account for any rents actually received by Agent. Without taking possession of the Mortgaged Property, Agent may, in the event the Mortgaged Property becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Property (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional Debt payable upon demand with interest thereon at the Default Rate.

22. Application of Income Received by Agent. The Agent, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Mortgaged Property to the payment of or on account of the following, in such order as the Agent may determine:

(a) to the payment of the operating expenses of the Mortgaged Property, including cost of management and leasing thereof (which shall include compensation to the Agent and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commission and other compensation and expenses of seeking and procuring tenants and entering into leases or Resident Agreements), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Mortgaged Property; and

(c) to the payment of any Debt, including any deficiency which may result from any foreclosure sale.

23. Compliance with Illinois Mortgage Foreclosure Law.

(a) If any provision in this Mortgage shall be inconsistent with any provision of the Act, provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to the Agent (including the Agent acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Section 20 of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence and continuation of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in the Agent or in such receiver under the Act in the absence of said provision, the Agent and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

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(c) Without limiting the generality of the foregoing, all expenses incurred by the Agent which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Sections 14, 18 or 31 of this Mortgage, shall be added to the Debt and/or by the judgment of foreclosure.

24. Rights Cumulative. Each right, power and remedy herein conferred upon the Agent is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Agent, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of the Agent in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

25. Agent's Right of Inspection. Subject to the provisions of the Loan Agreement, the Agent and its representatives shall have the right to inspect the Mortgaged Property and the books and records with respect thereto at all reasonable times upon not less than twenty four (24) hours prior notice to the Borrower, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

26. Release Upon Payment and Discharge of Borrower's Obligations. The Agent shall promptly release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Debt, including payment of all reasonable expenses incurred by the Agent in connection with the execution of such release.

27. Notices Any notices, communications and waivers under this Mortgage shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

Borrower:	Artis Senior Living of Lakeview, LLC c/o Artis Senior Living, LLC 1651 Old Meadow Road, Suite 100 McLean, VA 22101 Attn: Chief Financial Officer
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With a copy to:	Reed Smith LLP 10 South Wacker Drive, Suite 4000 Chicago, IL 60606 Attn: Joel R. Schaidler, Esq.
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Agent: MB Financial Bank, N.A.
6401 N. Lincoln Ave.
Lincolnwood, IL 60712
Attn: Jack Slovick

MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018
Attn: Brenda Queen

With a copy to: Holland & Knight LLP
200 Crescent Court, Suite 1600
Dallas, TX 75201
Attn: Scott Wallace

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next Business Day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third Business Day following the day sent or when actually received.

28. Waiver of Right to Redeem - Waiver of Appraisal, Valuation, Etc. Borrower shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws" now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such Moratorium Laws. Borrower for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Property may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Agent may determine in its sole discretion. Agent shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Agent so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Agent with the amount payable to Agent out of the net proceeds of such sale. In the event of any such sale, the outstanding principal amount of the Loan and the other Debt, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Borrower acknowledges that the Mortgaged Property does not constitute agricultural real estate, as defined in Section 5/15-1201 of the Act, or residential real estate, as defined in Section 5/15-1219 of the Act. To the fullest extent permitted by law, Borrower, on behalf of Borrower, and each and every person acquiring any interest in, or title to the Mortgaged Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law, hereby voluntarily and knowingly waives (i) any and all rights of redemption pursuant to Section 5/15-1601(b) of the Act, and (ii) any and all rights of reinstatement.

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29. Protective Advances.

(a) Advances, disbursements and expenditures made by Agent and/or Lenders for the following purposes, whether before and during a 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, shall, in addition to those otherwise authorized by this Mortgage, constitute "Protective Advances":

(b) all advances by Agent and/or Lenders in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

(c) payments by Agent and/or Lenders of: (A) when due, installments of principal, interest or other obligations in accordance with the terms of any prior lien or encumbrance; (B) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title to the Mortgaged Property, as referred to in Section 5/15-1505 of the Act;

(d) advances by Agent and/or Lenders in settlement or compromise of any claims asserted by claimants under any prior liens;

(e) reasonable attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Section 5/15-1504(d)(2) and 5/15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against the Agent and/or Lenders for the enforcement of this Mortgage or arising from the interest of the Agent and/or Lenders hereunder or under any of the other Loan Documents; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

(f) Agent's and/or Lenders' fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the Act;

(g) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Mortgage;

(h) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Act; and

(i) expenses incurred and expenditures made by Agent and/or Lenders for any one or more of the following: (A) premiums for casualty and liability insurance paid by Agent whether or not Agent or a receiver is in possession, if reasonably required, in

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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 mortgaged real estate imposed by Subsection (c)(1) of Section 5/15-1704 of the Act; (B) repair or restoration of damage or destruction in excess of available Insurance Proceeds or condemnation awards; (C) payments required or deemed by Agent to be for the benefit of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (D) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the Mortgaged Property; (E) pursuant to any lease, any Resident Agreement or other agreement for occupancy of the mortgaged real estate.

(j) All Protective Advances shall be so much additional Debt, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate.

(k) This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 5/15-1302 of the Act.

(l) 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 Act, apply to and be included in the:

(i) determination of the amount of Debt at any time;

(ii) indebtedness found due and owing to the Agent and/or Lenders 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) determination of amounts deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

(iv) application of income in the hands of any receiver or mortgagee in possession; and

(v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 5/15-1508 and Section 5/15-1511 of the Act.

30. Contests. Notwithstanding anything to the contrary herein contained, the Borrower shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Mortgaged Property or which may be or become a lien thereon and any mechanics', materialmen's or other liens or claims for lien upon the Mortgaged Property (each,

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a "Contested Liens"), and no Contested Lien shall constitute an Event of Default hereunder, if, but only if:

(a) The Borrower shall forthwith give notice of any Contested Lien to the Agent at the time the same shall be asserted;

(b) The Borrower shall either pay under protest or deposit with the Agent the full amount (the "Lien Amount") of such Contested Lien, together with such amount as the Agent may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment the Borrower may furnish to the Agent a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be reasonably satisfactory to the Agent;

(c) The Borrower shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Mortgaged Property, and shall permit the Agent to be represented in any such contest and shall pay all expenses incurred, in so doing, including reasonable fees and expenses of the Agent's counsel (all of which shall constitute so much additional Debt bearing interest at the Default Rate until paid, and payable upon demand);

(d) The Borrower shall pay each such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to the Borrower, or (ii) forthwith upon demand by the Agent if, in the opinion of the Agent, and notwithstanding any such contest, the Mortgaged Property shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if the Borrower shall fail so to do, the Agent may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Agent to obtain the release and discharge of such liens; and any amount expended by the Agent in so doing shall be so much additional Debt bearing interest at the Default Rate until paid, and payable upon demand; and provided further that the Agent may in such case use and apply monies deposited as provided in Subsection (b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

31. Expenses Relating to Notes and Mortgage.

(a) The Borrower will pay all expenses, charges, costs and fees relating to the Loan or necessitated by the terms of the Notes, this Mortgage or any of the other Loan Documents, including without limitation, the Agent's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of the Notes, this Mortgage and the other Loan Documents, all filing, registration and recording fees, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided the Borrower shall not be required to pay any income or franchise taxes of the Agent), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Notes and this Mortgage. All expenses, charges, costs and fees described

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in this Section 31(a) shall be, to the extent unpaid, additional Debt, and, as long as no Event of Default has occurred or is continuing, shall bear interest from the date so incurred until paid at the Interest Rate and shall be paid, together with said interest, by the Borrower forthwith upon demand; provided, that upon and during the continuance of an Event of Default, all such expenses, charges, costs and fees shall bear interest from the date of such Event of Default until paid at the Default Rate and shall be paid, together with said interest, by the Borrower forthwith upon demand.

(b) The Borrower recognizes that, during the term of this Mortgage, the Agent:

(i) May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which the Agent shall be a party by reason of the Loan Documents or in which the Loan Documents or the Mortgaged Property are involved directly or indirectly;

(ii) May make preparations following the occurrence and continuance of an Event of Default hereunder for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;

(iii) May make preparations following the occurrence and continuance of an Event of Default hereunder for, and do work in connection with, the Agent's taking possession of and managing the Mortgaged Property, which event may or may not actually occur;

(iv) May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

(v) May enter into negotiations with the Borrower or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default hereunder, the sale of the Mortgaged Property, the assumption of liability for any of the Debt or the transfer of the Mortgaged Property in lieu of foreclosure; or

(vi) May enter into negotiations with the Borrower or any of its agents, employees or attorneys pertaining to the Agent's approval of actions taken or proposed to be taken by the Borrower which approval is required by the terms of this Mortgage.

All expenses, charges, costs and fees described in this Section 31(b) shall be so much additional Debt, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by the Borrower forthwith upon demand.

32. Statement of Debt. The Borrower, within seven days after being so requested in writing by the Agent, shall furnish a duly acknowledged written statement setting forth the amount

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of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

33. Further Instruments. Upon request of the Agent, the Borrower shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

34. Additional Debt Secured. All persons and entities with any interest in the Mortgaged Property or about to acquire any such interest should be aware that this Mortgage secures more than the stated principal amount of the Notes and interest thereon; this Mortgage secures any and all other amounts which may become due under the Notes, any of the other Loan Documents or any other document or instrument evidencing, securing or otherwise affecting the Debt, including, without limitation, any and all amounts expended by the Agent to operate, manage or maintain the Mortgaged Property or to otherwise protect the Mortgaged Property or the lien of this Mortgage.

35. Indemnity. The Borrower hereby covenants and agrees that no liability shall be asserted or enforced against the Agent in the exercise of the rights and powers granted to the Agent in this Mortgage, and the Borrower hereby expressly waives and releases any such liability, except to the extent resulting from the gross negligence or willful misconduct of the Agent. The Borrower shall indemnify and save the Agent harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses, including reasonable attorneys' fees and court costs (collectively, "Claims"), of whatever kind or nature which may be imposed on, incurred by or asserted against the Agent at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which the Agent may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Mortgaged Property; and (c) the ownership, leasing, use, operation or maintenance of the Mortgaged Property, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Mortgaged Property to the Agent in accordance with the terms of this Mortgage; provided, however, that the Borrower shall not be obligated to indemnify or hold the Agent harmless from and against any Claims directly arising from the gross negligence or willful misconduct of the Agent. All costs provided for herein and paid for by the Agent shall be so much additional Debt and shall become immediately due and payable upon demand by the Agent and with interest thereon from the date incurred by the Agent until paid at the Default Rate.

36. Compliance with Environmental Laws. Concurrently herewith the Borrower and the Guarantor have executed and delivered to the Agent that certain Environmental Indemnity Agreement dated as of the date hereof (the "Indemnity") pursuant to which the Borrower and the Guarantor have indemnified the Agent for environmental matters concerning the Mortgaged Property, as more particularly described therein. The provisions of the Indemnity are hereby incorporated herein and this Mortgage shall secure the obligations of the Borrower thereunder.

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37. Subrogation. If any part of the Debt is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any part thereof, then by advancing the monies to make such payment, the Agent shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

38. Business Loan.

(a) The Borrower declares, represents, certifies and agrees that the proceeds of the Notes will be used solely for business purposes and that the loan is exempt from interest limitations pursuant to the provisions of 815 ILCS 205/4 and is an exempted transaction under the Truth in Lending Act, 15 U.S.C. Section 1601 et seq.

(b) All rights, remedies and powers provided by this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of this Mortgage are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable under the provisions of any applicable law.

39. Bonding. Any Lien that is not a Contested Lien shall be promptly discharged by Borrower; provided, that if such Lien is a lien claim arising under Sections 1 or 21 of the Lien Act (as defined hereinafter) ("Lien Claim") Borrower may substitute a Bond (as defined hereinafter) in accordance with the Illinois Mechanics Lien Act (770 ILCS 60/38.1, et seq) (the "Lien Act") for such Lien Claim.

(a) The bond ("Bond") shall be in accordance with the Lien Act, and shall:

(i) specifically state that Borrower and Surety (as defined hereinafter) thereunder submit to the jurisdiction of the circuit court of Cook County and that a final non-appealable judgment or decree entered in a proceeding in favor of the lien claimant based on the lien claim that is the subject of such Bond shall constitute a judgment against Borrower and the Surety for the amount found due to the lien claimant, including interest and reasonable attorney's fees, limited to the Bond Amount (as defined hereinafter);

(ii) continue in effect until the complete satisfaction of the adjudicated amount due under the lien claim or the payment of the full amount of the Bond or to a final determination and the expiration of all appeal periods, that the Lien Claim is invalid, void has been released by the lien claimant, or the time to enforce the Lien Claim has expired without the required action by the lien claimant;

(iii) be in an amount equal to one hundred seventy-five percent (175%) of the amount of the Lien Claim (the "Bond Amount");

(iv) have as its surety, a company that (A) has a certificate of authority from the Department of Insurance specifically authorizing the company to execute

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surety bonds; (B) is rated by A.M. Best Company, Inc. with (1) a current financial strength rating of not less than "A" with no rating modifier, (2) an outlook that is either "positive" or "stable", and (3) a financial size category of not less than IX; and (C) if the circuit court of Cook County has its own list of approved sureties, is specifically authorized to issue surety bonds for the circuit court of Cook County by order or rule (collectively, A through C above is defined as, the "Surety");

(b) Borrower shall file a petition in accordance with the Lien Act with the clerk of the circuit court of Cook County to substitute the Bond for the Lien Claim; provided, that if there is pending action to enforce such Lien Claim, Borrower shall file such petition no later than five (5) months after the filing of a complaint or counterclaim by a mechanics lien claimant to enforce its mechanics Lien Claim. Borrower's petition (the "Petition") shall be verified and include:

- (i) name and address of the Borrower and its attorney, if any;
- (ii) name and address of the lien claimant;
- (iii) if there is a suit to enforce the lien claim, the name of the attorney of record for the lien claimant, or if no suit has been filed but a lien claim has been recorded by the lien claimant, the name of the preparer of the lien claim;
- (iv) [reserved];
- (v) the common and legal description of the Real Estate, to include the address, if any;
- (vi) an attached copy of the lien claim which includes the date of such lien claim's recording, where it was recorded, and the number under which it was recorded if there is no pending proceeding to enforce the lien claim;
- (vii) an attached copy of the proposed Bond;
- (viii) a certified copy of the Surety's certificate of authority from the Department of Insurances or other State agency charged with the duty to issue such a certificate; and
- (ix) an undertaking by Borrower to replace the proposed bond with another eligible Bond in the event that the proposed Bond at any time ceases to be an eligible Bond under the Lien Act.

(c) Borrower shall either (i) personally serve, or (ii) send via certified mail, return receipt requested, each Person whose name and address is in the Petition and such Person's attorney of record in a pending action on the Lien Claim, a copy of the Petition with the following notice (the "Notice") attached thereto:

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“PLEASE TAKE NOTICE that on *[insert date]*, the undersigned, *[Borrower's name]*, filed a petition to substitute a bond for property to a lien claim, a copy of which is attached to this notice.

PLEASE TAKE FURTHER NOTICE that if you fail to file an objection to the substitution of a bond for the lien claim with the clerk of the circuit court of *[County Name]* County under general number *[insert general number]* or case number *[insert case number]*, within 30 days after you receive this notice or 33 days after this notice is mailed by certified mail, whichever date is earlier, you will have waived your right to object and an order will be entered substituting the security of the bond for the property securing the lien claim and discharging the property described in the petition as being subject to the lien, such as the real estate and the money or other considerations due or to become due from the owner to the contractor under the original contract giving rise to the lien claim.”

(d) If all requirements of the Act are deemed met by the court in either subsection (e) or (f) of Section 38.1 of the Act, and the court enters an order that: (i) the Bond is substituted for the property securing the Lien Claim, and (ii) the lien claimants right to recover on the Bond is substituted for the lien claimant's causes of action that could be asserted under Section 9, 27 or 28 of the Act (a “Bonded Lien”) then such Bonded Lien shall be considered a Contested Lien under this Mortgage.

For the avoidance of doubt, (i) each Bond may represent only one (1) Lien Claim; (ii) in the event a Bond is insufficient to cover the applicable Lien Claim, Borrower shall remain at all times responsible for any such additional amount; (iii) Agent may, if Borrower has not obtained a Bond and submitted a Petition for such Lien Claim, obtain a Bond and submit a Petition on behalf, and in the name, of the Borrower; provided, that the cost of the Bond and all reasonable attorneys' fees, court fees, and any other costs or fees are at the expense of Borrower and shall be so much additional Indebtedness, and shall become immediately due and payable by Borrower to Agent, upon demand, and if not paid within ten (10) days thereof shall bear interest at the applicable Default Rate. This obligation on the part of Borrower under subsections (i) and (iii) of this last paragraph shall survive the closing of the Loan; the repayment thereof and any cancellation of the Mortgage.

40. Miscellaneous.

(a) Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon and enforceable against the Borrower and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of the Agent and the Lenders, their respective successors and assigns and any holder or holders, from time to time, of the Notes.

(b) Invalidity of Provisions. In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Borrower and the Agent shall

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negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

(c) Governing Law. THIS INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, INCLUDING, WITHOUT LIMITATION THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO. Whenever possible, each provision of this Mortgage and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Mortgage or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage or any other statement, instrument or transaction contemplated hereby or relating hereto.

(d) Municipal Requirements. The Borrower shall not by act or omission permit any building or other improvement on premises not subject to the lien of this Mortgage to rely on the Mortgaged Property or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and the Borrower hereby assigns to the Agent any and all rights to give consent for all or any portion of the Mortgaged Property or any interest therein to be so used. Similarly, no building or other improvement on the Mortgaged Property shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by the Borrower which would result in a violation of any of the provisions of this Subsection shall be void.

(e) Litigation. Borrower, at its sole cost and expense shall appear in and defend any dispute, action, suit or proceeding purporting to relate to or affect the Notes, the Loan Agreement or the security therefor, including, without limitation, this Mortgage or the Mortgaged Property. If any action or proceeding relating to or affecting the Notes, this Mortgage, the Loan Agreement or the Mortgaged Property is commenced or threatened, to which action or proceeding lender is made a party, or in which it becomes necessary or desirable, in Agent's reasonable opinion, to defend or uphold, or to consider defending or upholding, the lien of this Mortgage, or to protect the Mortgaged Property or any part thereof, or to exercise, or to obtain the right to exercise, any of Agent's rights, powers and remedies hereunder, including, without limitation, any foreclosure or commencement of foreclosure proceedings, probate proceedings and bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceedings, or with respect to which Agent otherwise incurs costs or expenses, all sums paid by Agent in order to determine the merits thereof, to establish or defend the rights and liens of this Mortgage, to protect the Mortgaged Property or any part thereof and to exercise, or to obtain the right

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to exercise, any of Agent's rights, powers and remedies hereunder, and/or otherwise incurred by Agent in connection therewith (including, without limitation, reasonable attorneys' fees and costs and allowances prior to trial, at trial and on appeal) and whether suit be brought or not, and whether or not Agent prevails therein, shall be paid, upon demand, to Agent by Borrower, together with interest thereon at the Default Rate from the date incurred, and any such sum or sums shall be secured thereby.

(f) Adjustable Rate Notes. The Notes secured by this Mortgage provide for adjustments in its Interest Rate from time to time in accordance with its terms. Reference is made to the Notes for the time, terms and conditions of the adjustments in the Interest Rate. Such times, terms and conditions are incorporated herein by reference.

(g) Rights of Tenants. The Agent shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of the Agent. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by the Borrower as a defense in any civil action instituted to collect the Debt, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

(h) Option of Agent to Subordinate. At the option of the Agent, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases or Resident Agreements of all or any part of the Mortgaged Property upon the execution by the Agent of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Mortgaged Property are situated.

(i) Mortgagee-in-Possession. Nothing herein contained shall be construed as constituting the Agent or any Lender a mortgagee-in-possession in the absence of the actual taking of possession of the Mortgaged Property by the Agent pursuant to this Mortgage.

(j) Relationship of Agent and Borrower. The Agent shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of the Borrower or of any lessee, operator, concessionaire or licensee of the Borrower in the conduct of their respective businesses, and, without limiting the foregoing, the Agent shall not be deemed to be such partner, joint venturer, agent or associate on account of the Agent becoming a mortgagee-in-possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of the Borrower and the Agent hereunder is solely that of debtor/creditor.

(k) Time of the Essence. Time is of the essence of the payment by the Borrower of all amounts due and owing to the Agent under the Notes and the other Loan Documents

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and the performance and observance by the Borrower of all terms, conditions, obligations and agreements contained in this Mortgage and the other Loan Documents.

(l) No Merger. The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Mortgaged Property, and if the Agent acquires any additional or other interest in or to the Mortgaged Property or the ownership thereof, then, unless a contrary intent is manifested by the Agent as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

(m) Maximum Debt. Notwithstanding anything contained herein to the contrary, in no event shall the Debt exceed an amount equal to Eight-One Million One Hundred Ninety-Five Thousand Nine Hundred Seventy-Eight and 00/100 Dollars (\$81,195,978.00); provided, however, in no event shall the Lenders be obligated to advance funds in excess of the face amount of the Notes.

(n) CONSENT TO JURISDICTION. BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS MORTGAGE INSTRUMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF AGENT INITIATES SUCH ACTION, ANY COURT IN WHICH AGENT SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY AGENT IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS MORTGAGE. BORROWER WAIVES ANY CLAIM THAT COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY AGENT AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY AGENT OF ANY JUDGMENT OBTAINED IN ANY

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OTHER FORUM OR THE TAKING BY AGENT OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

(o) WAIVER OF JURY TRIAL. BORROWER HEREBY ACKNOWLEDGES THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY JURY OF ANY CONTROVERSY RELATED IN ANY WAY TO THIS MORTGAGE WOULD EXCEED THE TIME AND EXPENSE REQUIRED FOR A BENCH TRIAL, AND HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY AND WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF LENDERS.

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IN WITNESS WHEREOF, the Borrower has executed and delivered this Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents the day and year first above written.

ARTIS SENIOR LIVING OF LAKEVIEW, LLC,
a Delaware limited liability company

By: Artis Senior Living, LLC
a Delaware limited liability company,
its Manager

By: *Donald E. Felzman*
Name: DONALD E. FELTMAN
Title: President & CEO

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STATE OF Virginia)
) SS.
COUNTY OF Fairfax)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Donald E. Feltman, the President & CEO, of Artis Senior Living, LLC, a Delaware limited liability company, the Manager of Artis Senior Living of Lakeview, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Donald E. Feltman, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

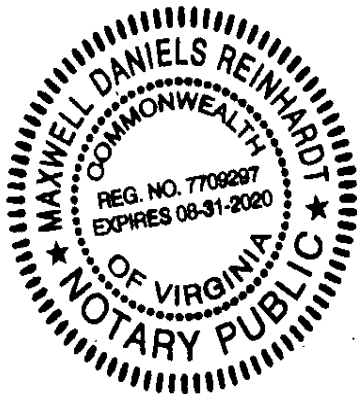
GIVEN under my hand and notarial seal this 4th day of June, 2018.

Maxwell Daniels Reinhardt
Notary Public

Maxwell Daniels Reinhardt
My Commission Expires:

8-31-2020

Reg No. 7709297



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EXHIBIT A

LEGAL DESCRIPTION OF LAND

PARCEL 1: THAT PART OF LOTS 18, 19 AND 20 (EXCEPTING FROM EACH OF SAID LOTS THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 20) DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF LOT 18 WITH THE EAST LINE OF ASHLAND AVENUE AS WIDENED; THENCE SOUTH ALONG SAID WIDENED LINE OF ASHLAND AVENUE TO A POINT WHICH IS 4.62 FEET SOUTH OF THE NORTH LINE OF SAID LOT 20; THENCE EAST 77.38 FEET TO A POINT WHICH IS 4.56 FEET SOUTH OF THE NORTH LINE OF SAID LOT 20; THENCE NORTH 4.08 FEET; THENCE EAST 29.41 FEET TO A POINT IN THE EAST LINE OF SAID LOT 20 WHICH IS 0.45 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 20, 19 AND 18 TO THE NORTHEAST CORNER OF SAID LOT 18; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 18 TO THE POINT OF BEGINNING ALL IN BLOCK 4 IN LANE PARK ADDITION TO LAKE VIEW IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 (EXCEPT THAT PART OF SAID LOTS LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 20, TAKEN FOR WIDENING NORTH ASHLAND AVENUE) IN BLOCK 4 IN LANE PARK ADDITION TO LAKE VIEW IN THE WEST 1/2 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 15, 16 AND 17 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN) IN BLOCK 4 IN LANE PARK ADDITION TO LAKE VIEW IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF LAND:

3535 N. Ashland Ave.
Chicago, Illinois 60657-1313

PERMANENT TAX IDENTIFICATION NUMBERS:

14-20-300-031-0000
14-20-300-032-0000
14-20-300-033-0000

UNOFFICIAL COPY

EXHIBIT B

PERMITTED EXCEPTIONS

1. General real estate taxes for the second installment of tax year 2017, and each year thereafter not yet due and payable.
2. Exception Nos. 5-18 contained on Schedule B of First American Title Insurance Company Loan Pro Forma No. NCS-890409-CHI2.

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**