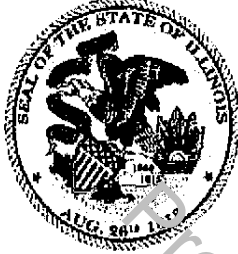


18011721 WF CL LD

Illinois Anti-Predatory Lending Database Program

Doc#: 1820118022 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/20/2018 10:11 AM Pg: 1 of 26

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: PIN: 11-32-319-021-0000

Address:

Street: 1209 W. ALBION AVE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60626

Lender: RIVER VALLEY BANK

Borrower: ALBION HOTEL LLC

Loan / Mortgage Amount: \$14,443,057.55

This property is located within the program area and is exempt from the requirements of 705 ILCS 77/70 et seq. because it is commercial property.

Certificate number: B6596703-DC7A-4579-B91F-87209C947207

Execution date: 7/16/2018

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This instrument was prepared by:

Jami L. Brodey, Esq.  
 GOLDBERG KOHN LTD.  
 55 East Monroe Street  
 Suite 3300  
 Chicago, Illinois 60603  
 (312) 201-4000

After recording, return to:

**RIVER VALLEY BANK**  
**8329 Murphy Drive**  
**Middleton, WI 53562**

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

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

THIS MORTGAGE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated as of July 13, 2018, is made and executed by Albion Hotel LLC, an Illinois limited liability company, whose address is 939 West North Avenue, Suite 750, Chicago, Illinois 60642 ("**Mortgagor**" or "**Borrower**") for the benefit of River Valley Bank whose address is 8329 Murphy Drive, Middleton, Wisconsin 53562 (referred to below as "**Mortgagee**" or "**Lender**").

WHEREAS Mortgagor and Mortgagee have entered into a Business Loan Agreement of even date herewith (said Business Loan Agreement, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Mortgagee has agreed to make a loan to Mortgagor in the principal amount of \$14,443,057.55 (the "**Loan**"), which Loan is evidenced by the Note. The maturity date of the Loan is July 13, 2023.

**GRANT OF MORTGAGE.** For valuable consideration, Mortgagor mortgages, warrants, assigns, transfers and conveys to Mortgagee all of Mortgagor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "**Real Property**") located in Cook County, State of Illinois:

**See Attached Exhibit A.**

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**The Real Property tax identification number is: See Attached Exhibit A.**

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Mortgagor to Lender, including without limitation all obligations, debts and liabilities of Mortgagor under the Related Documents, as well as all claims by Lender against Mortgagor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Mortgagor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

This property is not the Mortgagor's homestead.

Mortgagor presently mortgages, warrants, transfers, assigns to Lender, and grants Lender a security interest in, all of Mortgagor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Mortgagor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**FUTURE ADVANCES.** This Mortgage is given to secure not only the existing outstanding principal balance of the Note, but also any future advances (whether such advances are obligatory or are made at the option of Lender, or otherwise) made by Lenders under the Note, this Mortgage or any other Related Document, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of obligations secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby at any one time outstanding shall not exceed two (2) times the aggregate face amount of the Note. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

1. **MORTGAGOR'S WAIVERS.** Mortgagor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Mortgagor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

2. **MORTGAGOR'S REPRESENTATIONS AND WARRANTIES.** Mortgagor warrants that: (a) this Mortgage is executed in consideration of Lender making the Loan; (b) Mortgagor has the full power, right, and authority, acting alone, to enter into this Mortgage and to hypothecate the Property; and (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Mortgagor and do not result in a violation of any law, regulation, court decree or order applicable to Mortgagor.

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3. **PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Mortgagor shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Mortgagor shall strictly perform all of Mortgagor's obligations under this Mortgage.

4. **POSSESSION AND MAINTENANCE OF THE PROPERTY.** Mortgagor agrees that Mortgagor's possession and use of the Property shall be governed by the following provisions:

(a) **Possession and Use.** Until the occurrence of an Event of Default, Mortgagor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

(b) **Duty to Maintain.** Mortgagor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

(c) **Compliance With Environmental Laws.** Mortgagor represents and warrants to Lender that: (1) during the period of Mortgagor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) except as previously disclosed to and acknowledged by Lender in writing, (a) neither Mortgagor nor any tenant, invitee, licensee, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Mortgagor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Mortgagor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Mortgagor or to any other person. The representations and warranties contained herein are based on Mortgagor's due diligence in investigating the Property for Hazardous Substances. Mortgagor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Mortgagor's ownership or interest in the Property, whether or not the same was or should have been known to Mortgagor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

(d) **Nuisance, Waste.** Mortgagor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Mortgagor will not remove, or grant

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to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

(e) **Removal of Improvements.** Mortgagor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Mortgagor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

(f) **Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Mortgagor's compliance with the terms and conditions of this Mortgage.

(g) **Compliance with Governmental Requirements.** Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Mortgagor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Mortgagor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

(h) **Duty to Protect.** Mortgagor agrees neither to abandon or leave unattended the Property. Mortgagor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

5. **DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Mortgagor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Mortgagor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wisconsin law. Notwithstanding the foregoing, the Mortgagor shall be permitted to obtain liens on the Real Property provided that the party which Mortgagor is granting a lien executes and delivers to the Lender a subordination agreement which is reasonably satisfactory, in form and substance, to the Lender.

6. **TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

(a) **Payment.** Mortgagor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property or this Mortgage, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Mortgagor shall

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maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

(b) **Right to Contest.** Mortgagor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Mortgagor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Mortgagor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Mortgagor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Mortgagor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

(c) **Evidence of Payment.** Mortgagor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

(d) **Notice of Construction.** Mortgagor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Mortgagor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Mortgagor can and will pay the cost of such improvements.

7. **PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

(a) **Maintenance of Insurance.** Mortgagor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Mortgagor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Mortgagor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Mortgagor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Mortgagor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property



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securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

(b) **Application of Proceeds.** Mortgagor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Mortgagor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Mortgagor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Mortgagor from the proceeds for the reasonable cost of repair or restoration if Mortgagor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Mortgagor as Mortgagor's interests may appear.

(c) **Mortgagor's Report on Insurance.** Upon request of Lender, however not more than once a year, Mortgagor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Mortgagor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

(d) **Collateral Protection Act.** Unless Mortgagor provides Lender with evidence of the insurance coverage required by this Mortgage, Lender may purchase insurance at Mortgagor's expense to protect Lender's interests in the Property. This insurance may, but need not, protect Mortgagor's interest. The coverage that Lender purchases may not pay any claim that Mortgagor may make or any claim that is made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Lender purchases insurance for the Property, Mortgagor will be responsible for the costs of such insurance, including interest and any other charges that may be imposed in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. Without limitation of any other provision of this Mortgage, the cost of such insurance shall be added to the indebtedness secured hereby. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own."

8. **LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Mortgagor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Mortgagor's failure to discharge or pay when due any amounts Mortgagor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Mortgagor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred

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or paid by Lender to the date of repayment by Mortgagor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

9. **WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

(a) **Title.** Mortgagor warrants that: (a) Mortgagor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Mortgagor has the full right, power, and authority, acting alone, to execute and deliver this Mortgage to Lender.

(b) **Defense of Title.** Subject to the exception in the paragraph above, Mortgagor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of Lender under this Mortgage, Mortgagor shall defend the action at Mortgagor's expense. Mortgagor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Mortgagor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

(c) **Subrogation.** Mortgagor covenants that Lender is subrogated to the lien of any mortgage or any other lien which is discharged, whether in whole or in part, by the proceeds of the Note.

(d) **Compliance With Laws.** Mortgagor warrants that the Property and Mortgagor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

(e) **Survival of Representations and Warranties.** All representations, warranties, and agreements made by Mortgagor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Mortgagor's Indebtedness shall be paid in full.

10. **CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

(a) **Proceedings.** If any proceeding in condemnation is commenced, Mortgagor shall promptly notify Lender in writing, and Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Mortgagor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.



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(b) **Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation or if all or any part of the Property is sold in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award or sale be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award or sale shall mean the award or sale after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation or sale in lieu of condemnation.

11. **IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

(a) **Current Taxes, Fees and Charges.** Upon request by Lender, Mortgagor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Mortgagor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

(b) **Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Mortgagor which Mortgagor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Mortgagor.

(c) **Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Mortgagor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

12. **SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

(a) **Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

(b) **Security Interest.** Upon request by Lender, Mortgagor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Mortgagor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Mortgagor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall not remove, sever or detach the Personal Property from the Property. Upon default, Mortgagor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Mortgagor and Lender and make it available to Lender

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within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

(c) **Addresses.** The mailing addresses of Mortgagor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

13. **FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

(a) **Further Assurances.** At any time, and from time to time, upon request of Lender, Mortgagor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the reasonable opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Mortgagor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Mortgagor. Unless prohibited by law or Lender agrees to the contrary in writing, Mortgagor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

(b) **Attorney-in-Fact.** If Mortgagor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Mortgagor and at Mortgagor's expense. For such purposes, Mortgagor hereby irrevocably appoints Lender as Mortgagor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

14. **FULL PERFORMANCE.** If Mortgagor pays all the Indebtedness, including without limitation all future advances, when due, and Mortgagor otherwise performs all the obligations imposed upon Mortgagor under this Mortgage and Related Documents, Lender shall execute and deliver to Mortgagor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Mortgagor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

15. **EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

(a) **Payment Default.** Mortgagor fails to make any payment when due under the Indebtedness.

(b) **Other Defaults.** Mortgagor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Mortgagor. Failure of Mortgagor within the time required

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by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

(c) **Default in Favor of Third Parties.** Mortgagor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement (including without limitation any franchise agreement or management agreement related to the hotel located on the Real Property), in favor of any other creditor or person that may materially affect any of Mortgagor's property or Mortgagor's ability to repay the Indebtedness or Mortgagor's ability to perform their respective obligations under this Mortgage or any related document.

(d) **False Statements.** Any warranty, representation or statement made or furnished to Lender by Mortgagor or on Mortgagor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

(e) **Insolvency.** The dissolution or termination of Mortgagor's existence as a going business, the insolvency of Mortgagor, the appointment of a receiver for any part of Mortgagor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor.

(f) **Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Mortgagor or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Mortgagor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Mortgagor, as the case may be, as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Mortgagor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

(g) **Adverse Change.** Lender reasonably and in good faith determines that there has been a material adverse change in Mortgagor's financial condition, or that the prospect of Mortgagor's payment or performance of the Note is impaired.

(h) **Insecurity.** Lender reasonably and in good faith believes itself insecure.

(i) **Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(j) **Death or Insolvency.** The dissolution or termination of Mortgagor's existence as a going business, the insolvency of Mortgagor, the appointment of a receiver for any part of Mortgagor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor.

(k) **Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other

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method, by any creditor of Mortgagor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Mortgagor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Mortgagor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Mortgagor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

16. **RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

(a) **Accelerate Indebtedness.** Lender shall have the right at its option without notice to Mortgagor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Mortgagor would be required to pay.

(b) **UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

(c) **Collect Rents.** Lender shall have the right, without notice to Mortgagor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Mortgagor irrevocably designates Lender as Mortgagor's attorney-in-fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

(d) **Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness or as the court may direct. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

(e) **Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Mortgagor's interest in all or any part of the Property.

(f) **Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Mortgagor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

(g) **Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

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(h) **Tenancy at Sufferance.** If Mortgagor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

(i) **Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

(j) **Sale of the Property.** To the extent permitted by applicable law, Mortgagor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales, and to execute and deliver to the purchasers of the Property deeds of conveyance pursuant to law. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

(k) **Notice of Sale.** Lender shall give Mortgagor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

(l) **Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgagor under this Mortgage, after Mortgagor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Mortgagor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

(m) **Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagor also will pay any court costs, in addition to all other sums provided by law.

Notwithstanding the foregoing, Lender shall provide the Mortgagor three (3) days to cure the following defaults prior to declaring the entire amounts set forth herein as being due, (i) payment default or (ii) default in the payment of real estate taxes.



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17. **NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Mortgagor agrees to keep Lender informed at all times of Mortgagor's current address. Unless otherwise provided or required by law, if there is more than one Mortgagor, any notice given by Lender to any Mortgagor is deemed to be notice given to all Mortgagors.

18. **HEDGING INSTRUMENTS.** Obligations and Indebtedness includes, without limitation all obligations, indebtedness and liabilities arising pursuant to or in connection with any interest rate swap transaction, basis swap, forward rate transaction, interest rate option, price risk hedging transaction or any similar transaction between Mortgagor and Lender.

19. **ESCROW.** Upon request by Lender, Mortgagor shall pay Lender sufficient funds, at such times, in such amounts and for the items that Lender designates, to pay when due, one or more of (1) the estimated annual real estate taxes and assessments on the Real Property, (2) all property and hazard insurance premiums, and/or (3) flood insurance premiums, if any. Lender may estimate the amount of escrow funds on the basis of available data and reasonable estimates of future expenditures of future escrow account funds. Lender shall apply the escrowed funds to taxes, assessments and/or insurance premiums, as determined by Lender, when due. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall, upon demand, pay to Lender the amount requested to make up the deficiency in the manner determined by Lender.

20. **MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

(a) **Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Annual Reports.** If the Property is used for purposes other than Mortgagor's residence, Mortgagor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Mortgagor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

(c) **Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

(d) **Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions.

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(e) **Choice of Venue.** If there is a lawsuit, Mortgagor agrees upon Lender's request to submit to the jurisdiction of the courts of **Dane County, State of Wisconsin.**

(f) **Joint and Several Liability.** All obligations of Mortgagor under this Mortgage shall be joint and several, and all references to Mortgagor shall mean each and every Mortgagor, and all references to Borrower shall mean each and every Borrower. This means that each Mortgagor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

(g) **No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagor, shall constitute a waiver of any of Lender's rights or of any of Mortgagor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

(h) **Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

(i) **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

(j) **Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Mortgagor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Mortgagor, Lender, without notice to Mortgagor, may deal with Mortgagor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Mortgagor from the obligations of this Mortgage or liability under the Indebtedness.

(k) **Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

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(l) **Replacement of Property.** Mortgagor hereby acknowledges and agrees that this Mortgage is being given, among other things, in exchange for a release of mortgages granted by Mortgagor to Lender on certain other property owned by Mortgagor.

21. **DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Mortgagor.** The word "Mortgagor" means Albion Hotel, LLC.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and, to the extent not prohibited by law any amounts expended or advanced by Lender to discharge Mortgagor's obligations or expenses incurred by Lender to enforce Mortgagor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances

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provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means River Valley Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Mortgagor and Lender.

**Note.** The word "Note" means the promissory note dated July 13, 2018 in the original principal amount of \$14,443,057.55 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, furniture, equipment, goods, inventory and other articles of personal property, tangible or intangible, now or hereafter owned by Mortgagor, and now or hereafter used in connection with the operation of the Real Property, including without limitation, to the extent assignable, all management contracts, permits, licenses (including business licenses, food services licenses and liquor licenses) for the operation of the hotel on the Real Property, and all contracts relating to the operation of the hotel on the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements (including the Loan Agreement), environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property, including without limitation all income, fees, charges and accounts, receivables, revenues and receipts derived from the use and occupancy of the rooms and other public facilities at the hotel located on the Real Property.

22. **STATE SPECIFIC PROVISIONS.** In the event of any inconsistencies between the terms and conditions of this Section 22 of the Mortgage and the terms and conditions of any other section of this Mortgage, the terms and conditions of this Section 22 shall control and be binding.

(a) **Remedies.** In addition to the rights and remedies provided above in this Mortgage, Lender shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq., Illinois Revised Statutes (as such law may be amended, restated or replaced (the "Act")), to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Lender, if and when

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placed in possession, shall have, in addition to any other powers provided in this Mortgage, all powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1702 of the Act.

(b) **Receiver – Lender in Possession.** Upon the occurrence of an Event of Default, Lender, to the extent permitted by law and without regard to the value of the Property or the adequacy of the security for the Indebtedness and other sums secured hereby, shall be entitled as a matter of right and without any additional showing or proof, at Lender's election, to either the appointment by the court of a receiver (without the necessity of Lender posting a bond) to enter upon and take possession of the Property and to collect all Rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court into possession of the Property as mortgagee in possession with the same power herein granted to a receiver and with all other rights and privileges of a mortgagee in possession under law. The right to enter and take possession of and to manage and operate the Property, and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Lender shall be liable to account only for such rents, income and other benefits actually received by Lender. Notwithstanding the appointment of any receiver or other custodian, Lender shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Lender. Any such receiver shall have all of the rights and powers described in Section 15-1704 of the Act.

(c) **Leases.** Lender is authorized to foreclose this Mortgage subject to the rights, if any, of any or all tenants of the Property, even if the rights of any such tenants are or would be subordinate to the lien of this Mortgage. Lender may elect to foreclose the rights of some subordinate tenants while foreclosing subject to the rights of other subordinate tenants.

(d) **Waivers.** Mortgagor agrees, to the full extent permitted by law, that in case of an Event of Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action which would prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act) and, to the full extent permitted by law, Mortgagor hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601 of the Act.

(e) **Expenses.** Without limiting the generality of Section 16(m) hereof, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be included in the Indebtedness or added to the judgment of foreclosure.

(f) **Protective Advances.** All advances, disbursements and expenditures made by Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related



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proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively, "**Protective Advances**"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

(i) all advances by Lender in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the mortgaged real estate; (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;

(ii) payments by Lender of: (A) installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (B) 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 Property 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, as referred to in Section 5/15-1505 of the Act;

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

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

(v) Lender's 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;

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

(vii) expenses incurred and expenditures made by Lender for any one or more of the following: (A) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or the Lender takes possession of the Property 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; and (C) payments required or deemed by Lender to be for the benefit of the Property or required to be made by the owner of the mortgaged real estate 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 Property.

All Protective Advances shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the default rate of interest set forth in the Credit Agreement.

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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.

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:

- (a) determination of the amount of obligations secured by this Mortgage at any time;
  - (b) amount found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional amount becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
  - (c) if the right of redemption has not been waived by Mortgagor, computation of amount required to redeem, pursuant to Subsections (d)(1) and (2) of Section 5/15-1003 of the Act;
  - (d) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;
  - (e) application of income in the hands of any receiver or Lender in possession; and
  - (f) 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.
- (g) **Business Loan.** Mortgagor acknowledges and agrees that (a) the proceeds of the Loan will be used in conformance with subparagraph (1)(f) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (815 ILCS 205/4 (1)(f)); and (b) the Loan constitutes a business loan which comes within the purview of said Section 4 (815 ILCS 205/4 *et seq.*).

[Signature page follows.]

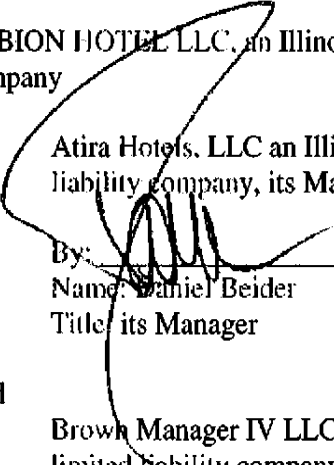
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**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE HAS CAUSED THIS MORTGAGE TO BE SIGNED AND EXECUTED ON BEHALF OF MORTGAGOR ON JULY 13, 2018.**

**MORTGAGOR:**

ALBION HOTEL LLC, an Illinois limited liability company

By: Atira Hotels, LLC an Illinois limited liability company, its Manager

By:   
Name: Daniel Beider  
Title: its Manager

And

By: Brown Manager IV LLC, a Delaware limited liability company, its Manager

By: \_\_\_\_\_  
Name: Lawrence E Collins Jr  
Title: its Manager

Property of Cook County Clerk's Office

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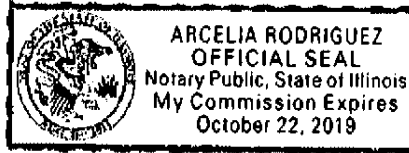
By:   
Name: Lawrence E Collins Jr  
Title: its Manager

Property of Cook County Clerk's Office

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STATE OF IL )  
 )  
COUNTY OF Cook )

SS:



I, Arcelia Rodriguez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Daniel Beider, the Manager of ATIRA HOTELS, LLC, an Illinois limited liability company, as Manager of ALBION HOTEL LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, 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 16<sup>th</sup> day of July, 2018.

Arcelia Rodriguez  
Notary Public

My Commission Expires:

10/22/19

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

SS:

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ the \_\_\_\_\_ of BROWN MANAGER IV LLC, a Delaware limited liability company, as Manager of ALBION HOTEL LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_





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## Exhibit A

### Legal Description

#### HOTEL PARCEL 1:

THAT PART OF LOTS 1, 2 AND 3 IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN THE NORTH SHORE BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF SAID GOODRICH'S SUBDIVISION RECORDED MARCH 13, 1891 AS DOCUMENT NUMBER 1432972, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 1, BEING ALSO THE SOUTH LINE OF WEST ALBION AVENUE, 50.27 FEET TO A POINT 99.73 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 46.20 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.21 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.96 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.43 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 39.66 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 32.93 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.27 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.93 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.33 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.42 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.75 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.21 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.48 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 AFORESAID, SAID POINT BEING 81.46 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST, ALONG SAID SOUTH LINE, 69.54 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH, ALONG THE WEST LINE OF LOTS 1, 2 AND 3 AFORESAID, BEING ALSO THE EAST LINE OF A 16.00 FOOT PUBLIC ALLEY, 160.00 FEET TO THE NORTHWEST CORNER OF LOT 1 AFORESAID; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 99.73 FEET TO THE HEREINABOVE DESIGNATED PLACE OF BEGINNING; SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +9.50 FEET (CHICAGO CITY DATUM), AND HAVING NO UPPER LIMIT.

#### HOTEL PARCEL 2:

THAT PART OF LOTS 1, 2 AND 3 IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN THE NORTH SHORE BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF SAID GOODRICH'S SUBDIVISION RECORDED MARCH 13, 1891 AS DOCUMENT NUMBER 1432972, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 1, BEING ALSO THE SOUTH LINE OF WEST ALBION AVENUE, 50.27 FEET TO A POINT 99.73 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 46.20 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.21 FEET; THENCE SOUTH,

(continued on following page)

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PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.96 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.43 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 39.66 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 32.93 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.27 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.93 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.33 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.42 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.75 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.21 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.48 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 AFORESAID, SAID POINT BEING 68.54 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST, ALONG SAID SOUTH LINE, 81.46 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH, ALONG THE EAST LINE OF LOTS 1, 2 AND 3 AFORESAID, BEING ALSO THE WEST LINE OF NORTH SHERIDAN ROAD, 160.00 FEET TO THE HEREINABOVE DESIGNATED PLACE OF BEGINNING; SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +25.80 FEET (CHICAGO CITY DATUM), AND HAVING NO UPPER LIMIT.

## EASEMENT A:

NON-EXCLUSIVE PERMANENT EASEMENTS FOR THE BENEFIT OF HOTEL PARCELS 1 AND 2 AS GRANTED IN SECTIONS IX, XI AND XII OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL EASEMENTS AGREEMENT RECORDED SEPTEMBER 24, 2015 AS DOCUMENT NO. 1526719120.

## EASEMENT B:

NON-EXCLUSIVE PERMANENT EASEMENTS FOR THE BENEFIT OF HOTEL PARCELS 1 AND 2 AS GRANTED IN SECTIONS 2 AND 3 OF THE PARKING AND ACCESS EASEMENT AGREEMENT RECORDED SEPTEMBER 24, 2015 AS DOCUMENT NO. 1526719121.

## EASEMENT C:

NON-EXCLUSIVE PERMANENT EASEMENTS FOR THE BENEFIT OF HOTEL PARCELS 1 AND 2 AS GRANTED IN SECTION 2 OF THE SIGN EASEMENT AGREEMENT RECORDED SEPTEMBER 24, 2015, 2015 AS DOCUMENT NO. 1526719122.

1209 W. Albion Ave, Chicago, IL 60624  
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