

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1830506335

Doc# 1830506335 Fee \$94.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/01/2018 03:10 PM PG: 1 OF 29

NCS 869564-1 10F 2

The property identified as: PIN: 25-11-100-022-0000

Address:

Street: 9621 S. Cottage Grove Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60628

Lender: Trinity 95th & Cottage Grove Planned Community Development Series, LLC

Borrower: United Church of Christ Cornerstone Fund, Inc

Loan / Mortgage Amount: \$675,000.00

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: 8BCAE375-51EF-464B-BB79-86E29D8C9F49

Execution date: 10/29/2018

29

JA

UNOFFICIAL COPY

**This instrument prepared by
and upon recordation return to:**

Cathryn E. Greenwald, Esq.
Thompson Hine LLP
3900 Key Center
127 Public Square
Cleveland, Ohio 44114

When Recorded Return To: Kim McBride
First American Title Insurance Company
National Commercial Services
30 N. LaSalle St., Suite 2700
Chicago, IL 60602
File No: NCS 269564-1

Space above this line for Recorder's use

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, ASSIGNMENT OF
CONTRACTS AND SECURITY AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, ASSIGNMENT OF CONTRACTS AND SECURITY AGREEMENT (this "Mortgage"), made as of the 29th day of October, 2018, by **TRINITY 95TH & COTTAGE GROVE PLANNED COMMUNITY DEVELOPMENT SERIES, LLC**, an Illinois limited liability company ("Mortgagor"), whose address is 400 W. 95th Street, Chicago, Illinois 60628, in favor of **UNITED CHURCH OF CHRIST CORNERSTONE FUND, INC.**, an Indiana non-profit corporation, having its principal office at 700 Prospect Avenue, Cleveland, Ohio 44115 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagor has executed and delivered to Mortgagee a certain promissory note of even date herewith (the "Note") in the principal sum of \$675,000.00 payable in accordance with the terms of said Note, the entire balance of principal and interest being due and payable on or before November 1, 2048 (the "Maturity Date");

NOW, THEREFORE, Mortgagor, to secure (i) payment in full under the Note, including, without limitation, all principal, interest and late charges described therein, (ii) the performance and observance of all covenants, conditions, stipulations and agreements contained in this Mortgage and the Note, (iii) unpaid balances of advances made by Mortgagee, with respect to the Premises for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Premises, (iv) payment by Mortgagor to Mortgagee of all sums expended or advanced by Mortgagee pursuant to any term or provision of this Mortgage or any

UNOFFICIAL COPY

other documents executed or delivered in connection with the Note, and (v) payment by Mortgagor to Mortgagee of all other liabilities and indebtedness, direct or contingent, now or hereafter owing by Mortgagor to Mortgagee (collectively, the "Entire Indebtedness"), does hereby mortgage, grant, convey, transfer and assign to Mortgagee all of Mortgagor's right, title, estate and interest in and to the real property described in Exhibit A attached hereto and made a part hereof (the "Real Property").

TOGETHER WITH all right, title, estate and interest of Mortgagor in and to all buildings, structures and other improvements now standing or at any time hereafter constructed or placed upon the Real Property (collectively, the "Improvements") and all rents, income, revenues, issues and profits from and in respect to the Real Property.

TOGETHER WITH all personal property, including, without limitation, all furniture, seats, musical instruments, furnishings, equipment, fixtures, supplies, signs and any other equipment used or useful in connection with the operation of the Real Property, and all extensions, improvements, betterments, renewals, substitutes and replacements thereof and all additions and appurtenances thereto, of every kind and nature, whether now owned or constructed, assembled, installed or placed upon the Real Property or hereafter acquired, constructed, assembled, installed or placed on the Real Property. It being mutually agreed that all the aforesaid property owned by Mortgagor and placed by it on the Real Property shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, security for the indebtedness and covered by this Mortgage, and as to the balance of the property, this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in the property, securing the indebtedness, for the benefit of Mortgagee.

TOGETHER WITH all right, title and interest of Mortgagor in and to the land lying in the streets and any ways, public or private in front of, along the side of and to the rear of and adjoining the Real Property, and the easements appurtenant to the ownership thereof.

TOGETHER WITH all leases, written or oral, and all agreements for use or occupancy of all or any portion of the Real Property or the Improvements, together with any and all extensions and renewals thereof and any and all further leases, subleases, lettings or agreements (including subleases thereof and tenancies following attornment) upon or covering use or occupancy of all or any part of the Premises (all such leases, agreements, subleases and tenancies heretofore mentioned are hereinafter collectively referred to as the "Leases"), and any and all guarantees of lessee's performance under any of the Leases, and all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Mortgagor may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases.

TOGETHER WITH all right, title, estate and interest of Mortgagor in and to the tenements, hereditaments, easements, rights-of-way, mineral rights, oil and gas rights, water rights, timber rights, and all other rights, privileges and appurtenances in and to the Real Property belonging or in any way appertaining thereto, including without limitation all right, title, estate and interest of the Mortgagor in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining the Real Property.

UNOFFICIAL COPY

TOGETHER WITH all and singular the tenements, hereditaments, easements, appurtenances and privileges thereof or in any way now or hereafter appertaining, and the reversion and reversions and remainder and remainders thereof.

TOGETHER WITH all right, title, and interest now owned or hereafter acquired by Mortgagor in and to any leases for equipment or personal property of any kind or nature used in connection with the Real Property or the Improvements including without limitation all leases for office equipment, recreational equipment and fixtures, telephone equipment, furniture and furnishings.

TOGETHER WITH all awards and other compensations heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Real Property and/or the Improvements or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to the Mortgagee.

TOGETHER WITH all permits, licenses and franchises, and all contract rights and other intangibles now or hereafter owned by the Mortgagor and relating to the ownership, construction, use, operation or development of the Real Property or the Improvements thereon, including, without limitation, any plans, specifications and drawings pertaining to the development of the Real Property, contracts with architects, contractors and subcontractors and any and all agreements pertaining to the management of the Premises and all cash payments made pursuant thereto and any proceeds thereof (collectively, the "Contracts").

TOGETHER WITH all contract rights, assignments of contract rights, security deposits, reserve accounts, accounts receivable, all funds or accounts held by Mortgagor in respect of the development of the Real Property and Improvements and all other items of intangible personal property, if any, in respect of the Real Property and the Improvements.

TOGETHER WITH the proceeds of all insurance carried by Mortgagor with respect to any of the Premises.

All of the foregoing and all substitutions, replacements, replacement parts, additions, repair, repair parts, accessions and accessories incorporated therein or affixed thereto, and the proceeds thereof shall hereinafter be collectively referred to as the "Premises."

TO HAVE AND TO HOLD the same with the privileges and appurtenances thereof unto Mortgagee, its successors and assigns forever.

Mortgagor and its successors and assigns do hereby covenant and agree with Mortgagee as follows:

1. **The Note.** Mortgagor shall pay all principal and interest under the Note, and all other sums required to be paid pursuant to the Note or this Mortgage, at the time and in the manner provided in the Note and shall comply with all covenants, agreements and conditions to be performed by the Mortgagor, whether contained herein, in the Note, or in any other instrument from time to time held by Mortgagee as security for the Note.

UNOFFICIAL COPY

2. **Use of Premises.** The Premises shall be used exclusively by an evangelical church in fellowship with and holding membership in a Synod, Conference, Association, or their successors, of the United Church of Christ, or its successors. The Premises shall be used and shall continue to be used for activities and purposes directly related to the ministry of Mortgagor, or the church related to Mortgagor, in either case consistent with the aforesaid membership, including public worship, Christian education or parsonage.

3. **Taxes.** Mortgagor shall punctually pay and discharge, as the same become payable, all taxes, assessments and other governmental or quasi-governmental charges whatsoever now or hereafter imposed by any public authority upon the Premises, or any part thereof, or upon Mortgagee's interest therein, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon Mortgagee.

4. **Title.** Mortgagor represents and warrants that Mortgagor owns and holds at the delivery hereof good record and marketable fee simple title to the Premises, free and clear of all liens, claims, clouds or encumbrances whatsoever except those heretofore disclosed to, and approved by, Mortgagee in writing. Mortgagor shall not create or permit to accrue, and shall promptly discharge, any debt, lien, mortgage, security interest or charge upon the Premises or any part thereof which would be prior to, on a parity with, or inferior to the lien of this Mortgage without the prior written consent of Mortgagee. Mortgagor shall not create or permit to be placed on the Premises, any easement, condition, reservation, covenant or restriction without first obtaining the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Except with the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion, Mortgagor shall not (a) sell, assign, mortgage, pledge, lease or otherwise convey or further encumber the Premises, or any portion thereof, or legal, equitable or beneficial interest therein; (b) contract for any of the same; (c) subdivide, resubdivide or submit to the condominium form of ownership all or any portion of the Premises; or (d) initiate or acquiesce in any change in the zoning classification of the Premises or any portion thereof. Mortgagor shall promptly give Mortgagee written notice of, and, unless Mortgagee requests otherwise, Mortgagor shall appear in and diligently contest at Mortgagor's expense, any action or proceeding which purports to affect Mortgagor's title to the Premises or the priority or validity of the lien of this Mortgage. Mortgagee, at Mortgagor's cost, shall have the right to intervene or otherwise participate in any such action or proceedings, if an Event of Default (defined below) shall have occurred.

5. **Representations and Warranties.** Mortgagor hereby represents, warrants and covenants with and to Mortgagee that:

- (a) Mortgagor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois.
- (b) Mortgagor has all requisite corporate power and authority to execute and deliver this Mortgage and the Note and to perform its obligations under this Mortgage and the Note and Mortgagor has taken all necessary corporate action on its part to authorize the execution, delivery and performance of this Mortgage and the Note.

UNOFFICIAL COPY

- (c) This Mortgage and the Note have been duly executed and delivered by Mortgagor and constitute the legal, valid and binding obligation of Mortgagor enforceable against Mortgagor in accordance with their respective terms.

6. Condition of the Premises and Mortgagee Right of Inspection.

Mortgagor shall keep the Premises in good repair and shall not commit waste or permit impairment or deterioration of the Premises. No building, structures or other improvements now standing or at any time hereinafter constructed or placed upon the Premises shall be removed, demolished or materially altered without the prior written consent of Mortgagee.

Upon reasonable advance notice by Mortgagee and during normal business hours, Mortgagor will permit any authorized representatives of Mortgagee to visit and inspect the Premises, including books and records related thereto, and to make copies therefrom and to discuss the affairs, finances and accounts of Mortgagor with Mortgagor's officers and representatives.

7. Insurance. At Mortgagor's expense, Mortgagor shall obtain and maintain in full force and effect with respect to the Premises at all times during the continuance of this Mortgage, insurance against loss or damage in an amount equal to the amount of the Loan or 100% of the replacement value of the Premises, whichever is less, under a standard "special form" or "special cause of loss" (formerly known as an "all-risk coverage") insurance policy. The policies of insurance shall also contain general public liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and workers' compensation insurance or similar insurance as may be required by applicable state law. In addition, if the Premises are located in a federally designated flood hazard area, then Mortgagor shall obtain and maintain flood hazard coverage in the maximum amount available and otherwise with terms and conditions acceptable to Mortgagee. All such insurance policies or renewals thereof shall (a) include a standard mortgage clause in favor of, and in form acceptable to, Mortgagee, which shall list Mortgagee as a loss payee, and (b) be written by companies with a Best's Insurance Reports policy holders rating of A and a financial size category of Class XII or be expressly approved by Mortgagee in writing. Mortgagor shall provide Mortgagee with a copy of said policies and all receipts of paid premiums. The policies of insurance shall provide for written notice to be delivered to Mortgagee at least thirty (30) days prior to any cancellation, modification or lapse thereof. In the event of loss, Mortgagor shall give prompt written notice to Mortgagee and Mortgagee may make proof of loss if not promptly made by Mortgagor. The Mortgagor shall deliver an insurance certificate(s) evidencing the requirements of this paragraph 7 within five (5) days of the execution this Mortgage, and the renewal of such policy. In the event of a foreclosure, all right, title and interest of Mortgagor in such insurance policies, including, but not limited to, the surrender value thereof, is hereby transferred and assigned to Mortgagee, and Mortgagee is hereby empowered to assign, transfer or surrender said policies and receive all or any part of the proceeds therefrom.

8. Insurance Disclosure. "WARNING". Unless Mortgagor shall provide Mortgagee with evidence of the insurance coverage required by this Mortgage, Mortgagee may purchase insurance at Mortgagor's expense to protect the Premises. This insurance, may, but need not, also protect Mortgagor's interest. If the Premises become damaged, the coverage Mortgagee purchases may or may not pay any claim Mortgagor has or any claim made against

UNOFFICIAL COPY

Mortgagor. Mortgagor may request Mortgagee to later cancel such coverage by providing evidence that Mortgagor has obtained the insurance coverage required pursuant to this Mortgage. Mortgagor is responsible for the cost of any insurance purchased by Mortgagee. The cost of this insurance will be added to the loan balance of the Note and shall be secured by this Mortgage. If the cost is added to the Note, the interest rate on the Note will apply to this added amount. The effective date of coverage may be the date the prior coverage lapsed or the date Mortgagor failed to provide proof of coverage. The coverage Mortgagee purchases may be considerably more expensive than insurance Mortgagor can obtain and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

9. **Books and Records.** Mortgagor shall keep adequate records, books and financial statements prepared in accordance with generally accepted accounting principles, as well as any additional financial information requested by Mortgagee, and does hereby authorize Mortgagee to make application to such credit agencies as may be available to obtain information pertaining to Mortgagor's financial condition or financial responsibility and inspect and audit said records from time to time during normal business hours.

10. **Compliance with Laws.** Mortgagor shall comply with all statutes, regulations and rules which may be established by any legally constituted public authority with respect to the use, maintenance and care of the Premises, including, without limitation, the Americans With Disabilities Act of 1990 and regulations thereunder.

11. **Casualty/Eminent Domain.**

(a) If the Premises is partially or totally damaged or destroyed by fire or other casualty, Mortgagor shall promptly restore the same, and diligently prosecute the work of restoration to completion (whether or not the insurance proceeds, if any, on account of such damage or destruction shall be sufficient for the purpose), provided, however, that if Mortgagee shall have elected to make available to the Mortgagor the proceeds of any fire or other casualty insurance paid to and received by Mortgagee with respect to such damage or destruction, such proceeds shall be payable to the Mortgagor in such installments and under such terms and conditions as Mortgagee may require.

(b) If all or any part of the Premises are taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the Premises, the amount of any award or other payment for such other taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Mortgagee, which is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee. Any award or payment so received by Mortgagee shall, at the sole option of Mortgagee, either be retained and applied, in whole or in part, to the indebtedness secured hereby (whether or not then due and payable), in such manner as Mortgagee may determine, or released, in whole or in part, for the purpose of altering, restoring or rebuilding those portions of the Premises that may have been altered, damaged or destroyed as a result of such taking, alteration or proceeding, but Mortgagee shall not be obligated to see to the application of any amounts so released.

UNOFFICIAL COPY

12. Construction. If the indebtedness secured hereby is incurred in whole or in part for the purpose of altering, erecting or constructing any of the Improvements on the Real Property, Mortgagor will erect, alter and/or construct and complete such Improvements upon the Real Property in accordance with the plans and/or specifications submitted to Mortgagee.

13. Event of Default. The occurrence of any one or more of the following events shall constitute an event of default (an "Event of Default") hereunder:

- (a) Failure of Mortgagor to pay to Mortgagee any sum owing to Mortgagee under the Note in accordance with the terms of the Note, which failure continues for ten (10) days after receipt of written notice by the Mortgagor from Mortgagee that any such payment or payments hereunder have not been made (except for obligations due on the Maturity Date, for which there shall be no notice or grace period);
- (b) Failure of Mortgagor to observe or perform any covenant, condition, stipulation or agreement contained in the Note, this Mortgage or any other document or instrument executed in connection herewith or therewith (each a "Loan Document" and, collectively, the "Loan Documents");
- (c) Any representation or warranty made by Mortgagor in any Loan Document shall be false, incorrect or misleading in any material respect;
- (d) Mortgagor shall, or shall attempt to, transfer, sell, convey, hypothecate or encumber any or all of the legal or beneficial interest of Mortgagor in the Premises, or shall use or permit the use of the Premises for purposes other than those described in paragraph 2 above, including, without limitation, the use or occupancy of the Premises by a church not a member of a Synod, Conference, Association, or their successors, of the United Church of Christ, or its successors without the prior written consent of Mortgagee;
- (e) In the event that: (i) a judicial proceeding is commenced by, or on behalf of, a party other than Mortgagee and a receiver is appointed for Mortgagor or the property of Mortgagor on the grounds of failure to pay debts or otherwise; (ii) a judicial proceeding is commenced by a party other than Mortgagee and an order, judgment, or decree is entered for the sequestration of the Premises or any part thereof; or (iii) bankruptcy proceedings are filed by or against Mortgagor or Mortgagor shall be unable to meet its debts as they mature or if Mortgagor's financial condition is such that the sum of Mortgagor's debts is greater than the value of all of its property, or Mortgagor shall make a general assignment for the benefit of creditors; or
- (f) In the event of the loss, theft, damage, destruction or encumbrance of a material portion of any of the Premises or any levy, seizure or attachment thereof.

14. Remedies. Upon the occurrence of an Event of Default, Mortgagee, at Mortgagee's option, may, so long as such default may be continuing, declare all of the sums

UNOFFICIAL COPY

secured by this Mortgage to be immediately due and payable, without demand or notice, whereupon Mortgagee may foreclose this Mortgage by any means authorized by law, and Mortgagee may exercise all remedies under applicable law to collect the indebtedness due under the Note. If Mortgagee proceeds to foreclose this Mortgage, Mortgagee shall have the statutory power of sale if permitted by law. The rights and remedies provided herein are cumulative and may be exercised singularly or concurrently and are in addition to any other or further rights and remedies available at law or in equity.

In the Event of Default, Mortgagee shall apply payments received by it in the following manner: first to any interest due, second to any late charges, and third to principal.

15. Receiver. Upon commencement of any judicial proceedings to enforce any right under this Mortgage, or at any time thereafter, without notice to Mortgagor or any party claiming under Mortgagor, such notice being hereby expressly waived, and without reference to the then value of the Premises, to the solvency or insolvency of any person liable for all or any part of the Entire Indebtedness or other grounds for extraordinary relief, Mortgagee shall be entitled as a matter of right to the appointment of a receiver for the benefit of Mortgagee with power to take immediate possession of the Premises, manage, rent and collect the rents, issues and profits thereof and such rents, issues and profits when collected may be applied toward the payment of any indebtedness then due and secured hereby and the costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership.

16. Mortgagee's Right to Possession. In the event and during the continuance of an Event of Default, Mortgagee may take possession of the Premises, manage it and collect rents, issues and profits therefrom and apply the same, less reasonable costs of collection, upon the Entire Indebtedness. Any and all of the rights and remedies granted by this paragraph shall accrue and become available to Mortgagee whether or not a receiver has been appointed or a foreclosure action has been commenced.

17. Waiver. To the full extent that it may lawfully do so Mortgagor waives all errors and imperfections in any proceedings instituted by Mortgagee under any documents evidencing or securing the Entire Indebtedness and all benefit of any present or future moratorium law or any other present or future law, regulation, or judicial decision which: (a) exempts any of the Premises or any other property, real or personal, or any part of the proceeds arising from any sale thereof from attachment, levy, or sale under execution; (b) provides for any stay of execution, marshalling of assets, exemption from civil process, redemption, extension of time for payment or valuation or appraisal of any of the Premises; or (c) conflicts with any provision of any of the documents evidencing or securing the Entire Indebtedness.

18. Payments Made by Mortgagee. In the event Mortgagor shall fail to pay any taxes, assessments or governmental charges upon the Premises, or shall fail in the due performance or observance of any other condition, obligation, covenant or requirement contained in the Note or herein, Mortgagee may, if it so desires, make good any such default or defaults, and Mortgagor hereby agrees to pay to Mortgagee immediately upon demand a sum equal to any monies advanced by Mortgagee for any such purposes together with interest thereon at the higher

UNOFFICIAL COPY

of (a) the per annum rate of one percentage point over the prime rate established by a national bank of Mortgagee's choosing, or (b) the interest rate set forth in the Note, until repaid; provided, however, that in no event shall said interest rate exceed the maximum rate permissible under the laws of the state governing this instrument. All such sums shall be secured by this Mortgage and be a lien on the Premises prior to any right, title, interest or claim in, to or upon the Premises attaching or accruing subsequent to the lien of this Mortgage. If Mortgagee shall pay any obligation for the payment of which Mortgagor is in default, such payment shall be without prejudice to Mortgagee's right to declare the entire indebtedness hereby secured immediately due and payable.

19. Expenses. If Mortgagee shall incur or expend any costs and expenses, including reasonable attorneys' fees, whether or not in connection with any action or proceeding, to maintain the lien of this Mortgage or its priority, or to protest or enforce any of Mortgagee's rights under the Note or hereunder, or for the protection of the Premises, or to recover any indebtedness hereby secured, or the costs of foreclosing the Mortgage, all such sums shall become immediately due and payable by Mortgagor with interest thereon at the per annum rate of the higher of (a) one percentage point over the prime rate established by a national bank of Mortgagee's choosing, or (b) the interest rate set forth in the Note, until repaid; provided, however, that in no event shall said interest rate exceed the maximum rate permissible under the laws of the state governing this instrument. All such sums shall be secured by this Mortgage and be a lien on the Premises prior to any right, title, interest or claim in, to or upon the Premises attaching or accruing subsequent to the lien of this Mortgage.

20. Environmental Representations. For purposes hereof, the term "Environmental Laws" means all federal, state and local laws, statutes, ordinances and codes relating to the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any hazardous substance and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives with respect thereto. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Superfund Amendments and Reauthorization Act of 1986, as amended (Pub. L. No. 99-499), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), the Water Quality Act of 1987 (33 U.S.C. Sections 1251, et seq.), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.), or the Clean Air Act (42 U.S.C. 7401, et seq.) or any other applicable Environmental Laws. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum based products, radioactive materials, methane, polychlorinated biphenyls, flammable explosives, urea formaldehyde foam insulation and asbestos. Mortgagor represents and warrants to Mortgagee, after due investigation of the past and present environmental condition of the Premises, that: (a) during the period prior to the date hereof, or as to Mortgagor's use of the Premises, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or hazardous substance by any person on, under, about or from the Premises, except in accordance with all Environmental Laws; (b) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to, and acknowledged by, Mortgagee in writing, (i) any

UNOFFICIAL COPY

use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or hazardous substance on, under, about or from the Premises by any prior owners or occupants of the Premises in violation of any Environmental Laws, or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) neither Mortgagor nor any tenant, contractor, agent or other authorized user of the Premises shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or hazardous substance on, under, about or from the Premises in violation of any Environmental Laws. Mortgagor shall promptly provide Mortgagee with a copy of all notifications which Mortgagor gives or receives with respect to any past, present or potential release of a hazardous substance on, at, from or in the vicinity of the Premises. Mortgagor agrees to undertake and complete all investigations, studies, sampling and testing for hazardous substances or hazardous waste required by Mortgagee and, in accordance with all Environmental Laws, all removal and other remediation actions necessary to contain, remove and clean up all hazardous substances or hazardous waste that are determined to be present at the Premises in violation of any Environmental Laws. Mortgagor authorizes Mortgagee and its agents to enter upon the Premises to make such inspections and tests, at Mortgagor's expense, as Mortgagee may deem appropriate to determine compliance of the Premises with this paragraph of this Mortgage. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person. Mortgagor hereby (A) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagee becomes liable for cleanup or other costs under any such laws, and (B) agrees to indemnify and hold harmless Mortgagee and its officers, directors, employees and agents against any and all claims, losses, liabilities, damages, penalties, and expenses which any of them may directly or indirectly sustain or suffer as a result of a breach by Mortgagor of its representations and warranties herein or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of any hazardous waste or hazardous substance occurring prior to the date hereof, even if such occurred prior to the date Mortgagor acquired ownership of, or an interest in, the Premises and whether or not the same was or should have been known to Mortgagor. The provisions of this paragraph of this Mortgage, including the obligation to indemnify, shall survive the payment of the Note and the satisfaction and discharge of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Premises, whether by foreclosure or otherwise.

21. Security Agreement. In addition to being a mortgage, this Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code adopted in the State of Illinois (as the same may be modified from time to time, the "UCC") for any of the items specified herein as part of the Premises, which under applicable law may be subject to a security interest pursuant to the Uniform Commercial Code or other law, and Mortgagor hereby grants Mortgagee a security interest in all such Premises. Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Mortgagee may require, to perfect or protect the security interest hereby created with respect to the Premises, or to more fully describe the Premises.

UNOFFICIAL COPY

22. Assignment of Leases and Rents.

(a) Mortgagor hereby irrevocably, absolutely, presently and unconditionally assigns to Mortgagee the Leases and all rents, royalties, issues, profits, revenue, income, accounts, proceeds and other benefits of the Premises, whether now due, past due or to become due, including all prepaid rents and security deposits, (some or all collectively, as the context may require, "Rents"). This is an absolute assignment, not an assignment for security only.

(b) Mortgagee hereby confers upon Mortgagor a license ("License") to retain possession of the Leases and collect and retain the Rents as they become due and payable, so long as no Event of Default, shall exist and be continuing. If an Event of Default has occurred and is continuing, Mortgagee shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Mortgagor, and without regard to the adequacy of Mortgagee's security under this Mortgage.

(c) Subject to the License granted to Mortgagor under paragraph 19(b), Mortgagee has the right, power and authority to collect any and all Rents. Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact (such appointment is coupled with an interest) to perform any and all of the following acts, if and at the times when Mortgagee in its sole discretion may so choose:

1. Demand, receive and enforce payment of any and all Rents; or
2. Give receipts, releases and satisfactions for any and all Rents; or
3. Sue either in the name of Mortgagor or in the name of Mortgagee for any and all Rents.

(d) Mortgagee and Mortgagor agree that the mere recordation of the assignment granted herein entitles Mortgagee immediately to collect and receive Rents upon the occurrence of an Event of Default without first taking any acts of enforcement under applicable law, such as, but not limited to, providing notice to Mortgagor, filing foreclosure proceedings, or seeking and/or obtaining the appointment of a receiver. Further, Mortgagee's right to the Rents does not depend on whether or not Mortgagee takes possession of the Premises as permitted under paragraph 15. In Mortgagee's sole discretion, Mortgagee may choose to collect Rents either with or without taking possession of the Premises. Mortgagee shall apply all Rents collected by it in the manner provided under the Note. If an Event of Default occurs while Mortgagee is in possession of all or part of the Premises and is collecting and applying Rents as permitted under this Mortgage, Mortgagee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Mortgage and at law or in equity.

23. Assignment of Contracts.

(a) To the fullest extent not prohibited by applicable law, Mortgagor hereby grants, assigns, and pledges to Mortgagee all of Mortgagor's right, title and interest in and to all of the Contracts as security for the Entire Indebtedness.

UNOFFICIAL COPY

(b) Upon the occurrence of an Event of Default, Mortgagee, at its sole option, and without any notice whatsoever to Mortgagor, and without assuming any of the obligations of Mortgagor under the Contracts, shall have the right (but not the obligation) and is hereby authorized to: (i) cure any default of Mortgagor in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof, (ii) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; (iii) demand, receive, and enforce payment of all amounts that may be or become payable to Mortgagor under any of the Contracts; (iv) exercise and enforce by suit or otherwise any remedies against other parties to the Contracts for breaches of the terms and conditions of the Contracts; (v) enter into other contracts or agreements, in the name of either Mortgagor or Mortgagee, with such third parties as Mortgagee may in its discretion select, and upon such terms and conditions as Mortgagee in its reasonable discretion may determine; (vi) compromise amounts due under the Contracts; (vii) maintain or dismiss suits with respect to the Contracts; (viii) delegate any and all rights and powers given to Mortgagee by the assignment of Contracts provided for herein; (ix) perform any obligation, covenant or agreement of Mortgagor under any of the Contracts, and, in exercising any such powers, paying all necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; (x) appear in any bankruptcy, insolvency or reorganization proceeding involving any party to the Contracts and collect any award or payment due Mortgagor pursuant to any such proceeding; and/or (xi) use such measures, legal or equitable as in its discretion may carry out and effectuate the terms and intent of the assignment of Contracts provided for herein. All such actions shall be taken at the expense of Mortgagor.

(c) Upon an Event of Default, the assignment of Contracts provided for herein constitutes an irrevocable direction to and full authority from Mortgagor to any other party to any Contract to pay directly to Mortgagee, upon Mortgagee's request, all amounts that may be or become due to Mortgagor. No proof of the occurrence of an Event of Default shall be required. Any such contracting party is hereby authorized by Mortgagor to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any amounts that may be or become due under its Contract, or for the performance of any obligations under such Contract.

24. **Impairment of Security.** Mortgagor shall not in any manner impair the security of this Mortgage for the payment of the indebtedness secured hereby.

25. **Waiver.** No waiver by Mortgagee of any breach of any covenant of Mortgagor herein contained or in the Note shall be construed as a waiver of any subsequent breach of the same or any other covenant contained herein or in the Note. Acceptance by Mortgagee of partial payments shall not constitute a waiver of any Event of Default.

26. **Further Assurances.** At any time and all times, Mortgagor shall do, execute, acknowledge and/or deliver, or will cause to be done, executed, acknowledged and/or delivered all and every such further acts, deeds, conveyances, mortgages, security agreements and financing statements, transfers and assurances in law as Mortgagee shall reasonable require, for the better assuring, conveying, transferring mortgaging, pledging, assigning and confirming the Premises unto Mortgagee.

UNOFFICIAL COPY

27. **Indemnification.** Mortgagor hereby indemnifies and shall defend and hold harmless Mortgagee and its directors, officers, employees and agents from and against any and all losses, claims, costs and expenses of any nature arising out of or relating to or resulting in any way from an actual or alleged personal injury (including death) or property damage to the Premises that results, or is claimed to result, in whole or in part, from any actual or alleged acts, events or circumstances that occur at the Premises or in connection with the construction, use, operation and occupancy of the Premises or from any injury or death to any person or damage to property in any way related to the Premises or the activities conducted thereon.

28. **Correction of Errors.** In the event any of the documents evidencing and/or securing this loan (the "Loan") misstate or inaccurately reflect the true and correct terms and provisions of the Loan and said misstatement or inaccuracy is due to unilateral mistake on the part of the Mortgagee, mutual mistake on the part of the Mortgagee and Mortgagor or clerical error, then in such event Mortgagor shall upon request by Mortgagee and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Mortgagee may deem necessary to remedy said inaccuracy or mistake. If the Mortgagor fails or refuses to correct such errors, the Mortgagee shall have the right to accelerate the Loan and demand payment in full.

29. **Notices.** Any notice or demand which is made hereunder shall be delivered by certified mail, return receipt requested, hand delivered, or delivered by overnight courier, at the address set forth above or such other address which either party may give the other notice of in writing in the manner provided in this paragraph. Such delivery shall be deemed complete upon the third business day after mailing, if mailed, on the business day after deposit with an overnight courier, if sent by overnight courier, and upon delivery, if hand-delivered. Any notice or demand delivered to Mortgagor shall constitute notice or demand duly delivered to Mortgagor even if delivery is refused.

30. **Delays or Omissions.** Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative. No delay or omission by Mortgagee in exercising any right or power accruing upon default as hereinbefore in this Mortgage provided, shall impair any such right or power, or be construed to be a waiver of any such default or acquiescence therein.

31. **Severability.** The enforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions herein contained unenforceable or invalid.

32. **Governing Law.** The laws of the State in which the Real Property is located govern this Mortgage.

33. **Miscellaneous.** All terms, covenants conditions and agreements herein set forth shall respectively be binding upon Mortgagor and its successors and assigns and inure to the benefit of Mortgagee and its successors and assigns. Time is of the essence hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

UNOFFICIAL COPY

34. No Presumption Against Drafter. The parties acknowledge and agree that neither this Mortgage, nor any of its provisions, shall be interpreted against a party by virtue of such party having drafted the Mortgage or the provision.

35. Local Law Provisions. In the event of any inconsistencies between the terms and conditions of this paragraph 35 and the terms and conditions of this Mortgage, the terms and conditions of this paragraph 35 shall control and be binding.

(a) **Maximum Principal Sum.** Notwithstanding anything herein to the contrary, it is agreed that the maximum principal amount of indebtedness secured by this Mortgage, including all advancements, at any one time shall not exceed \$1,350,000.00. Mortgagor acknowledges and agrees that this Mortgage secures all of (i) the entire principal amount of the Note and interest accrued thereon, regardless of whether (A) any or all of the Loan proceeds are disbursed on or after the date hereof; (B) the outstanding principal is repaid in whole or part; or (C) future advances are made at a later date, (ii) any and all litigation and other expenses and (iii) any other amounts as provided herein or in the Note, including, without limitation, the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or paid or incurred by Mortgagee in connection with the Loan, all in accordance with the loan commitment issued in connection with this transaction and this Mortgage and the Note. It is agreed that any future advances and all interest accruing thereon, made by Mortgagee for the benefit of Mortgagor, whether made under this Mortgage or Note, whether or not such advances are obligatory or are made at the option of Mortgagee, and whenever made from and after the date of this Mortgage shall be equally secured by this Mortgage and shall (1) have the same priority as all amounts, if any, advanced as of the date hereof and (2) be subject to all of the terms and provisions of this Mortgage. This Mortgage shall be valid and have priority to the extent of the full amount of the indebtedness secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Premises and given priority by law.

(b) **In Rem Proceedings.** Mortgage foreclosures and other *In Rem* proceedings against Mortgagor may be brought in the County in Illinois in which the Premises are located or any federal court of competent jurisdiction in Illinois.

(c) **Illinois Mortgage Foreclosure Law.** It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Act (733 ILCS 5/15-1101 et seq. (as amended from time to time, the "IMFL")) and with respect to the IMFL, Mortgagor agrees and covenants that:

(i) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the IMFL, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the IMFL which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference;

UNOFFICIAL COPY

(ii) Without in any way limiting or restricting any of Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers and authorities, Mortgagee shall also have and may exercise any and all rights, remedies, powers, and authorities which the holder of a mortgage is permitted to have or exercise under the provisions of the IMFL, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor that are more limited than the rights that would otherwise be vested in Mortgagee under the IMFL in the absence of said provision, Mortgagee shall be vested with the rights granted in the IMFL to the fullest extent permitted by law;

(iii) Wherever provision is made in this Mortgage or the Note for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or lender until confirmation of sale;

(iv) All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, or the following purposes, in addition to those otherwise authorized by any or all of this Mortgage, the Note and the IMFL (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the IMFL including, without limitation, those provisions of the IMFL described below:

(A) all advances by Mortgagee in accordance with the terms of this Mortgage or the Note to: (1) preserve, maintain, repair, restore or rebuild the improvements upon the Premises; (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 15-1302 of the IMFL;

(B) payments by Mortgagee of (1) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance (provided, however, that nothing in this section shall be construed as authorizing the existence of any senior mortgage or other prior lien or encumbrance); (2) real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever that are assessed or imposed upon the Premises or any part thereof; (3) other obligations authorized by this Mortgage; or (4) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the IMFL;

(C) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens (provided, however, that nothing in this section shall be construed as authorizing the existence of any senior mortgage or other prior lien);

UNOFFICIAL COPY

(D) attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Sections 1504(d) and 15-1510 of the IMFL; (2) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of this Mortgage or arising from the interest of Mortgagee hereunder; or (3) in preparation for or in connection with the commencement, prosecution or defense of any other action related to this Mortgage or the Premises;

(E) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection 15-1508(b)(1) of the IMFL;

(F) expenses deductible from proceeds of sales referred to in Subsections 15-1512(a) and (b) of the IMFL; and

(G) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (1) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee 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 lender takes possession of the Premises imposed by Subsection 15-1704(c)(1) of the IMFL; (2) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (3) payments deemed by Mortgagee to be required for the benefit of the Premises or required to be made by the owner of the Premises 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 Premises; and (D) shared or common expense assessments payable to any association or corporation in which the owner of the Premises is a member in any way affecting the Premises.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Note.

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 15-1302 of the IMFL.

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 IMFL, apply to and be included in:

(1) any determination of the amount of indebtedness secured by this Mortgage at any time;

(2) the indebtedness found due and owing to Mortgagee 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

UNOFFICIAL COPY

entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(3) if the right of redemption has not been waived by this Mortgage, computation of the amount required to redeem, pursuant to Subsections 5-1603(d)(2) and (e) of the IMFL;

(4) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the IMFL;

(5) application of income in the hands of any receiver or lender in possession; and

(6) computation of any deficiency judgment pursuant to Subsections 15-1508(b)(2), 15-1508(e) and Section 15-1511 of the IMFL.

(v) In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with, and subject to, Sections 15-1701 and 15-1702 of the IMFL, to be placed in possession of the Premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties as provided for in Sections 15-1701, 15-1703 and 15-1704 of the IMFL;

(vi) Mortgagor acknowledges that (A) the Premises does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the IMFL or residential real estate as defined in Section 15-1219 of the IMFL and (B) the entire principal obligation secured hereby constitutes a "loan secured by a mortgage on real estate" within the purview of the operation of 815 ILCS 204/4(1)(l);

(vii) To the full extent permitted by law, Mortgagor agrees that it will not, at any time or in any manner whatsoever, take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale, claim or exercise any rights under any statute now or hereafter in force to redeem the Premises so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption and reinstatement under the IMFL, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in, or title to, the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption or reinstatement of Mortgagor and such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law. To

UNOFFICIAL COPY

the fullest extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the fullest extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense that would not be good and valid in an action at law upon the Note;

(viii) Mortgagee 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 Premises having an interest in the Premises prior to that of Mortgagee. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action, or the failure of any decree of foreclosure and sale to foreclose their respective rights, shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the debt secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding; and

(ix) Notwithstanding anything contained in this Mortgage to the contrary, if any provision in this Mortgage shall be inconsistent with any provision of the IMFL, the provisions of the IMFL shall take precedence over the provisions of this Mortgage with respect to such inconsistent provision, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the IMFL.

(d) Insurance Default. In the event Mortgagor, at any time, fails to provide Mortgagee with evidence of the insurance coverage as required by this Mortgage, Mortgagee may purchase the insurance coverage at Mortgagor's expense to protect Mortgagee's interests in the Premises. Pursuant to 815 ILCS 180/10, such insurance may, but need not, protect Mortgagor's interests, and Mortgagee shall be under no obligation to so protect Mortgagor's interests. The insurance coverage that Mortgagee purchases on behalf of Mortgagor may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance coverage purchased by Mortgagee, but only after providing Mortgagee with evidence that insurance coverage has been obtained as provided for in this Mortgage. In the event Mortgagee purchases all or any portion of the insurance coverage for the Premises or as otherwise required hereunder, Mortgagor will be responsible for all costs and expenses of such insurance coverage, including, but not limited to, interest and any other charges imposed by Mortgagee in connection with the purchase of the insurance coverage, until the effective date of the cancellation or expiration of the insurance coverage. The costs and expenses of any insurance coverage purchased by Mortgagee shall be added to Mortgage secured hereby. Mortgagor acknowledges that the cost of the insurance coverage purchased by Mortgagee pursuant hereto may be more than the cost of insurance such Mortgagor may be able to obtain on its own. For purposes of the Illinois Collateral Protection Act, 815 ILCS 180/1 *et. seq.*, Mortgagor hereby acknowledges Mortgagee's right pursuant to this paragraph to obtain collateral protection insurance.

(e) Use of Proceeds. Mortgagor represents and warrants to Mortgagee (i) that the proceeds of the Note secured by this Mortgage will be used for the purposes specified in 815

UNOFFICIAL COPY

ILCS 205/4 (or any substitute, amended or replacement statute), and that the indebtedness secured hereby constitutes a business loan that comes within the purview of said 815 ILCS 205/4, and (ii) that the Loan evidenced by the Note is an exempted transaction under the Truth In Lending Act, 15 U.S.C. §1601 et seq.

(f) Interest Laws. It being the intention of Mortgagee and Mortgagor to comply with the laws of the State of Illinois, it is agreed that notwithstanding any provision to the contrary in the Note or this Mortgage, no such provision shall require the payment or permit the collection of any amount ("Excess Interest") in excess of the maximum amount of interest permitted by law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness evidenced by the Note. If any Excess Interest is provided for, or is adjudicated to be provided for, in the Note or this Mortgage, then in such event: (i) the provisions of this paragraph 35(f) shall govern and control; (ii) neither Mortgagor nor any other party obligated under the terms of the Note shall be obligated to pay any Excess Interest; (iii) any Excess Interest that Mortgagee may have received hereunder shall, at the option of Mortgagee, be (A) applied as a credit against the then unpaid principal balance under the Note, accrued and unpaid interest thereon not to exceed the maximum amount permitted by law, or both, (B) refunded to the payor thereof, or (C) any combination of the foregoing; (iii) the Interest Rate (as that term is defined in the Note) shall be subject to automatic reduction to the maximum lawful contract rate allowed under the applicable usury laws of the aforesaid State of Illinois, and the Note and this Mortgage shall be deemed to be automatically reformed and modified to reflect such reduction in the Interest Rate; and (e) neither Mortgagor nor any other party obligated under the terms of the Note shall have any action against Mortgagee for any damages whatsoever arising out of the payment or collection of any Excess Interest.

(g) Construction Loan. The Note evidences a debt created by one or more disbursements made by Mortgagee to Mortgagor to finance the cost of the construction of certain improvements upon the Premises in accordance with the provisions of the Note and a certain Construction Guidelines Acknowledgement executed by Mortgagor on December 22, 2016 (the "Construction Guidelines"), and this Mortgage is a construction mortgage as such term is defined in Section 9-334(h) of the Uniform Commercial Code. The terms and conditions recited and set forth in the Note and the Construction Guidelines are fully incorporated in this Mortgage and made a part hereof, and an Event of Default under any of the conditions or provisions of the Note shall constitute an Event of Default hereunder. Upon the occurrence of any such Event of Default, the holder of the Note may, at its option, declare the indebtedness evidenced thereby immediately due and payable, or complete the construction of said improvements and enter into the necessary contracts therefor, in which case all money expended shall be so much additional indebtedness under the Note and any money expended in excess of the amount of the original principal shall be immediately due and payable with interest, until paid in full, at the Interest Rate. All future advances shall be made within twenty (20) years of the date hereof.

36. Waiver of Jury. TO THE MAXIMUM EXTENT PERMITTED BY LAW MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THE NOTE, THIS MORTGAGE, ANY OTHER LOAN DOCUMENT, ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED

UNOFFICIAL COPY

IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO MORTGAGEE AND MORTGAGOR TO ENTER INTO THIS TRANSACTION. IT SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY MORTGAGEE'S ABILITY TO PURSUE IT REMEDIES, INCLUDING, BUT NOT LIMITED TO, ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THE LOAN DOCUMENTS.

37. **Partial Release.** Notwithstanding anything contained in this Mortgage to the contrary, if no Event of Default has occurred and is continuing, and if no fact or circumstance that with the passage of time or the provision of notice would be deemed an Event of Default has occurred and is continuing, in either case at the time of Mortgagor's request for release or immediately prior to the filing of a partial release of this Mortgage, then Mortgagor shall have the right to receive from Mortgagee a release of the lien of this Mortgage from the parcels identified on Exhibit A as Parcels I – V and Parcels XI - XIII (the "Released Parcels"), subject to the satisfaction of the following conditions:

- (a) The Project (as defined in the Note) is complete, as evidenced by a certificate of occupancy (or its equivalent) from the applicable governmental authority;
- (b) The Premises has achieved a Debt Service Coverage Ratio of not less than 1.20:1.00 for two (2) consecutive years; and
- (c) Mortgagor shall execute all other amendments to the Loan Documents or other instruments as Mortgagee shall request to evidence the release of the Released Parcels, including, without limitation, consent to such release and all other matters relating thereto and reaffirmation of all obligations of Mortgagor under the Loan Documents as the same may be amended in connection with such release.

For the purposes of this Section 37:

- (1) **"Debt Service Coverage Ratio"** means with respect to a particular period, the ratio of (i) the Net Operating Income of the Premises to (ii) the Total Annual Debt Service;
- (2) **"Net Operating Income"** means, for any period, (i) the Gross Revenues from operations of the Premises derived from arm's length, market rate rents from leases with unaffiliated third party tenants, service fees, and charges (excluding capital gains income derived from the sale of assets and other items of income that Mortgagee reasonably determines are unlikely to occur in any subsequent period), less (ii) Operating Expenses for that period;
- (3) **"Gross Revenues"** means, for any period, all revenues of Mortgagor, determined on a cash basis, derived from the ownership, operation, use, leasing, and occupancy of the Premises during such period; provided, however, that in no event shall Gross Revenues include (i) any loan proceeds; (ii) proceeds or payments under insurance policies (except proceeds of business interruption insurance); (iii) condemnation proceeds; (iv) any security deposits received from tenants in the Premises, unless and until the same are applied to rent or other obligations in accordance with a lease; (v) lease termination fees; (vi) lease modification

UNOFFICIAL COPY

fees; (vii) reimbursements from tenants for tenant improvements and leasing commissions; or (viii) any other items not likely to occur in future periods, as determined by Mortgagee in its reasonable discretion;

(4) **“Operating Expenses”** means for any period, the total actual costs and expenses, both fixed and variable, of owning, operating, managing, and maintaining the Premises incurred by Mortgagor during the applicable period, including tenant improvements and leasing commissions not financed with Loan proceeds; provided, however, in connection with such calculation (a) costs and expenses shall be determined on a cash basis, however, real estate taxes, insurance expenses, and other expenses not paid in installments covering the period being tested shall be adjusted from a cash basis to an accrual basis based on Mortgagee’s reasonable estimate of such costs attributable to the applicable period, and (d) such calculation shall exclude interest and principal due on the Loan, capital expenditures, and depreciation or amortization of capital expenditures and similar non-cash expense items, as determined by Mortgagee in its reasonable discretion. For the purpose of the calculation, all costs and expenses shall be related to the Premises and, unless otherwise agreed to by Mortgagee, shall be arm’s length transactions with third party providers and, in the event such costs and expenses are not a result of arm’s length transactions, as determined by Mortgagee in its reasonable discretion, Mortgagee may adjust the operating costs and expenses for the applicable period to reflect the costs and expenses associated with such item(s) in an arm’s length transaction; and

(5) **“Total Annual Debt Service”** means the aggregate of debt service payments (principal and interest) for a twelve (12) month period under the Loan (or any other loan that is permitted hereunder).

NOW, THEREFORE, in consideration of this Mortgage, the terms hereof are such that, if Mortgagor shall punctually pay all indebtedness evidenced by the Note and secured hereby according to the terms of the Note and this Mortgage and if Mortgagee shall punctually perform the covenants of Mortgagor herein contained, this Mortgage shall be void; otherwise, the same shall remain in full force and effect in law and equity forever.

[Signature pages to follow]

UNOFFICIAL COPY

EXHIBIT A

(Legal Description)

Parcel I:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point on the Easterly line of Cottage Grove Avenue as now laid out which is 853.37 feet Southerly as measured along the Easterly line of Cottage Grove Avenue from its intersection with the South line of East 95th Street; thence continuing Southwesterly along the Easterly line of Cottage Grove Avenue 246.63 feet; thence East parallel with the South line of East 95th Street 360.33 feet; thence Northwesterly along a curved line convex to the Southwest, radius 296.94 feet a distance of 171.97 feet; thence Northwesterly tangent to the aforesaid curved line 10.21 feet to a point on a line 300 feet East of the Easterly line of Cottage Grove Avenue as measured along the South line of East 95th Street which is 923.37 feet Southwesterly from the South line of said East 95th Street; thence Northwesterly 69.09 feet to a point on a line parallel with the South line of East 95th Street which is 853.37 feet Southwesterly from the South line thereof and 280 feet East of the Easterly line of Cottage Grove Avenue; thence West 280 feet to the point of beginning, all in Cook County, Illinois.

Parcel II:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point on the South line of 95th Street, 700 feet East of the Easterly line of Cottage Grove Avenue; thence Southwesterly on a line parallel with Cottage Grove Avenue, a distance of 590.55 feet; thence East on a line parallel with 95th Street a distance of 463.19 feet more or less to a point on a line parallel with the West line of said Section 11; thence North on a said parallel line a distance of 580 feet more or less to the South line of 95th Street; thence West on the South line of 95th Street, a distance of 350.00 feet to the point of beginning, EXCEPTING therefrom the portion of the land conveyed by deed recorded as document no. 88455483 conveying a portion of the property to Public Storage, Inc., described as follows: That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, beginning at a point on the South line of 95th Street, 727.00 feet East of the Easterly line of Cottage Grove Avenue; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds East parallel with the West line of said Section 11, 580.00 feet; thence South 89 degrees 48 minutes 14 seconds East along a line parallel with the South line of 95th Street, 323.00 feet to a point on a line parallel with the West line of said Section 11; thence North 00 degrees 00 minutes 00 seconds East along a line parallel with the West line of said Section 11, 580.00 feet to the South line of 95th Street; thence North 89 degrees 48 minutes 14 seconds West along the South line of 95th Street, 323.00 feet to the point of beginning, in Cook County, Illinois.

Parcel III:

UNOFFICIAL COPY

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of a line parallel with and 1100 feet South (measured along the East line of Cottage Grove Avenue, as said avenue is shown on the plat of dedication recorded May 29, 1907, in Book 95 of plats, page 39) of the South line of East 95th Street with the said East line of Cottage Grove Avenue, running thence Southwesterly along the East line of said Cottage Grove Avenue, 20 feet; thence East on a line parallel with the South line of East 95th Street, 275 feet; thence Northeasterly on a line parallel with the East line of Cottage Grove Avenue, 20 feet and thence West along a line parallel with the South line of East 95th Street, 275 feet to the point of beginning, in Cook County, Illinois.

Parcel IV:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on a line 1100 feet South of and parallel with the South line of East 95th Street and 275 feet East of the East line of Cottage Grove Avenue (said 1100 feet being measured along a line parallel with the East line of Cottage Grove Avenue, as shown on the plat of dedication recorded May 29, 1970, in Book 95 of plats, page 39); thence East on said line 105.33 feet to an intersection with the curved line convex to the Southwest with a radius of 296.94 feet, which is described in the Warranty Deed from Clearing Industrial District, Inc. to Guardite Corporation, dated October 20, 1949 and recorded in the Recorder's Office of Cook County, Illinois as document no. 14658448; thence Southeasterly along said curved line a distance of 23.80 feet to an intersection with a line 1120 feet South of and parallel with the South line of East 95th Street, said 1120 feet being measured along a line parallel with the East line of Cottage Grove Avenue; thence West along said intersecting line to a point 275 feet East of the East line of Cottage Grove Avenue, and thence Northerly 20 feet to the point of beginning, in Cook County, Illinois.

Parcel V:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point on a line 1200 feet South of and parallel with the South line of East 95th Street, and 500.18 feet East of the East line of Cottage Grove Avenue (said 1200 feet being measured along a line parallel with the East line of Cottage Grove Avenue and from the point of intersection of the South line of East 95th Street with the East line of Cottage Grove Avenue, as shown on the plat of dedication recorded May 29, 1907, in Book 95 of plats, page 39); thence Northwesterly along a curved line convex to the Southwest and having a radius of 296.94 feet a distance of 52.97 feet to the Point of beginning of the tract of land herewith described; thence continuing along said curve a distance of 65.47 feet to the point of intersection with a line 1120 feet South of and parallel with the South line of East 95th Street as measured along the East line of Cottage Grove Avenue; thence West along said parallel line a distance of 122.58 feet to a point 275 feet East of the East line of Cottage Grove Avenue; thence Southeasterly 173.795 feet to the said described point of beginning, all in Cook County, Illinois.

Parcel VI:

UNOFFICIAL COPY

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the Southerly line of 95th Street, 450 feet (measured along said Southerly line of 95th Street) Easterly of the intersection of the Easterly line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907 in Book 95 of plats, page 39) with the Southerly line of 95th Street; thence Easterly along the Southerly line of 95th Street, 50 feet; thence Southerly along a line parallel with Cottage Grove, 800 feet; thence Easterly along a line parallel with the Southerly line of 95th Street, 200 feet; thence Southerly along a line parallel with Cottage Grove Avenue, 400 feet; thence Westerly along a line parallel with the Southerly line of 95th Street, 150.00 feet; thence Northwesterly on a line making an angle of 129 degrees 53 minutes measured from East to West with the last described course; approximately 127.42 feet to the point 1100 feet South of the South side of 95th Street (measured on a line parallel to the East side of Cottage Grove Avenue) and 450 feet East of said line of (as measured along a line parallel to the East side of Cottage Grove Avenue); thence Northeasterly on said parallel line 1100 feet to the point of beginning, in Cook County, Illinois.

Parcel VII:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point of intersection of the South line of East 95th Street, with the East line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907 in Book 95 of plats, page 39) running thence Southwesterly along the East line of said Cottage Grove Avenue, 213.26 feet; thence East along a line parallel with said South line of East 95th Street, a distance of 320.36 feet to the East line of a railroad right of way; thence Southwesterly along the East line of said right of way, which is parallel with the aforesaid East line of Cottage Grove, 711.53 feet to an intersection with a curved line convex to the Southwest; thence Southeasterly along said curved line with a radius of 278.94 feet, a distance of 338.43 feet to an intersection with a line parallel with the South line of East 95th Street and 1200 feet Southwesterly of the intersection of the South line of East 95th Street with the East line of Cottage Grove Avenue, said 1200 feet being measured on the East line of Cottage Grove Avenue and said point of intersection of said curved line being 539.82 feet East of the East line of Cottage Grove Avenue; thence East along said line 10.18 feet; thence Northwesterly 127.42 feet to a point of intersection of a line 1100 feet South of the South line of East 95th Street as measured on a line 450 feet East of and parallel with the East line of Cottage Grove Avenue, said 450 feet being measured on the South line of East 95th Street, and on a line parallel thereto; thence Northeasterly along said line which is 450 feet East of and parallel to the East line of Cottage Grove Avenue for a distance of 1100 feet to the South line of East 95th Street; thence West along said line 450 feet to the point of beginning, in Cook County, Illinois.

Parcel VIII:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the Easterly line of Cottage Grove Avenue as now laid out which is 213.26 feet Southerly from its intersection with the South line of 95th Street (as measured along the Easterly line of Cottage Grove Avenue); thence continuing Southwesterly along the Easterly line of Cottage Grove Avenue

UNOFFICIAL COPY

101.82 feet; thence East parallel with the South line of East 95th Street, 300 feet; thence Northeasterly parallel with the Easterly line of Cottage Grove Avenue, 101.82 feet; thence West 300 feet to the point of beginning; together with a triangular parcel of land South of and adjoining the above described premises, described by beginning at a point 288 feet East of the Southwest corner thereof; thence East 12 feet to the Southeast corner of said tract; thence Southwesterly a continuation of the Easterly line of said thereof, 90 feet; thence Northerly 88.53 feet to the point of beginning, in Cook County, Illinois.

Parcel IX:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the Easterly line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907 in Book 95 of plats, page 39) which is 315.08 feet Southerly from its intersection with the South line of East 95th Street (as measured along the Easterly line of Cottage Grove Avenue); thence continuing Southwesterly along the Easterly line of Cottage Grove Avenue, 101.82 feet; thence East parallel with the South line of East 95th Street, 300 feet; thence Northeasterly parallel with the Easterly line of Cottage Grove Avenue, 11.82 feet; thence Northeasterly 88.53 feet to a point on a line parallel with the South line of East 95th Street drawn through the point of beginning; thence West along said line, 288 feet to the point of beginning, together with a triangular parcel of land South of and adjoining the above described by beginning at a point 288 feet East of the Southwest corner thereof; thence East 12 feet to the Southeast corner of said tract; thence Southwesterly on a continuation of the Easterly line thereof, 90 feet; thence Northerly 88.53 feet to the point of beginning, in Cook County, Illinois.

Parcel X:

A parcel of land in the Northwest quarter of Section 11, being that part of the Southerly 293.64 feet of the Northerly 506.90 feet lying South of the South line of East 95th Street of a 20 foot strip of land East of and adjoining a line 300 feet (measured along a line parallel to the South line of 95th Street) East of the East line of Cottage Grove Avenue, as dedicated by plat recorded May 29, 1907, in Book 95 of plats, page 39, said Northerly and Southerly measurements being made on the line parallel with and 300 feet East of the East line of Cottage Grove Avenue, and said 20 foot width of said strip being measured at right angles to the West line of said strip, all in Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel XI:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian bounded and described as follows: Beginning at a point in the Southerly line of 95th Street, 500 feet (measured along said Southerly line of 95th Street) Easterly of the intersection of the Easterly line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907, in Book 95, of plats, page 39) with said Southerly line of 95th Street; thence Easterly along the Southerly line of 95th Street 200 feet; thence Southerly along a line parallel with Cottage Grove Avenue, 800 feet; thence Westerly along a line parallel with the Southerly line of 95th Street, 200 feet; thence Northerly along a line parallel to the East line of said Cottage Grove Avenue, 800 feet to the point of beginning, in Cook County, Illinois.

UNOFFICIAL COPY

Parcel XII:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point in the South line of 95th Street 700 feet East of the Easterly line of Cottage Grove Avenue; thence Southwesterly on a line parallel with Cottage Grove Avenue, a distance of 590.55 feet to the point of beginning; thence continuing Southwesterly on said parallel line with Cottage Grove Avenue, a distance of 609.45 feet; thence East on a line parallel with 95th Street, a distance of 630 feet, more or less, to a point on a line parallel with the West line of said Section 11; thence North on said parallel line a distance of 1178.55 feet, more or less, to a point in the South line of 95th Street; said point being 1100 feet East of the Easterly line of Cottage Grove Avenue; thence West on the South line of 95th Street a distance of 50 feet; thence South on a line parallel with the West line of said Section 11 a distance of 580 feet, more or less, to a point on a line parallel with 95th Street; thence West on said parallel line, a distance of 463.19 feet, more or less to the point of beginning, EXCEPTING therefrom that part lying East of a 20 foot strip of land in the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, 10 feet on either side of the following described line: Commencing at a point on the South line of 95th Street, 700 feet East of the Easterly line of Cottage Grove Avenue; thence Southwesterly on a line parallel with Cottage Grove Avenue, a distance of 590.55 feet to a point which is 580 feet South of the South line of 95th Street; thence East on a line 580 feet South of and parallel with the South line of 95th Street a distance of 128.62 feet to the point of beginning and the center line of an existing railroad spur track; thence Southeasterly on a straight line forming an angle of 89 degrees 48 minutes (in the second quadrant) with the last described a line a distance of 44 feet to a point of curve; thence continuing Southeasterly on a curved line convex to the Southwest and having a radius of 4452.51 feet an arch distance of 259 feet to a point of compound curve; thence continuing Southeasterly on a curved line convex to the Southwest and having a radius of 347.13 feet an arc distance of 382.09 feet to the point of termination; said point intersecting a line 1178.55 feet South of and parallel with the South line of East 95th Street, being 169.40 feet West of the Southwest corner of Cottage Grove Heights Addition, being a subdivision of part of the North half of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, recorded as document no. 9059581, in Cook County, Illinois.

Parcel XIII:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the South line of East 95th Street, 1050 feet East of the Easterly line of South Cottage Grove Avenue; thence South along a line parallel with the West line of said Section 11, a distance of 580 feet more or less to a point on a line parallel with 95th Street; thence West on said parallel line a distance of 334.91 feet more or less to a point, said point being 10 feet East of the center line of an existing railroad spur track; thence Southeasterly on a straight line forming an angle of 89 degrees 48 minutes with the East described line, a distance of 44.00 feet to a point of curve; thence continuing Southeasterly on a curved line, convex to the Southwest and having a radius of 4442.51 feet, an arc distance of 259.00 feet to a point of compound curve; thence continuing Southeasterly on a curved line, convex to the Southwest and having a radius of 347.13 feet, an arc distance of 382.07 feet to a point, said point of intersection being a line 1178.55 feet South of and parallel with the South line of East 95th Street; thence East along said parallel line, a

UNOFFICIAL COPY

distance of 169.40 feet, more or less to a point on a line parallel with the West line of said Section 11; thence North on said parallel line a distance of 1178.55 feet more or less to a point in the South line of East 95th Street; thence West on said South line of East 95th Street, a distance of 50 feet to the point of beginning, in Cook County, Illinois.

Permanent Index Numbers: 25-11-100-022-0000; 25-11-100-045-0000; 25-11-100-026-0000; 25-11-100-028-0000; 25-11-100-038-0000; 25-11-100-031-0000; 25-11-100-035-0000; 25-11-100-030-0000; 25-11-100-043-0000; 25-11-100-042-0000

Addresses: 9621 S. Cottage Grove Avenue, 933 E. 95th Street, 9643 S. Cottage Grove Avenue, 9639 S. Cottage Grove Avenue, 861 E. 95th Street, 9501 S. Cottage Grove Avenue, 949 E. 95th Street, 9659 S. Ellis Avenue

Property of Cook County Clerk's Office