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Doc#: 1912242069 Fee: \$92.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 05/02/2019 10:52 AM Pg: 1 of 23

Illinois Anti-Predatory
Lending Database
Program
Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 12-11-104-032-1009

Address:

Street: 8711 W. Bryn Mawr Avenue, Unit 209

Street line 2:

City: Chicago

State: IL

ZIP Code: 60631

Lender: Capital For Biz LLC

Borrower: First Midwest Bank, as Trustee under the provisions of a Trust Agreement dated the 16th day of October 2017, known as Trust No. 22283

Loan / Mortgage Amount: \$22,964.44

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

Certificate number: F60F163D-6B85-477D-8AC2-883E2C938A93

Execution date: 5/1/2019

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PREPARED BY AND AFTER
RECORDING RETURN TO:

Daniel E. Fajerstein
513 Chicago Avenue
Evanston, Illinois 60202

Property of Cook County Clerk's Office

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made this 17 day of April, 2019, by **FIRST MIDWEST BANK**, as trustee under the provisions of a trust agreement dated the 16th day of October, 2017, (the "Mortgagor"), in favor of **CAPITAL FOR BIZ LLC**, of 2601 W. Peterson, Chicago, Illinois 60659 (the "Mortgagee"). *As known as trust NO 22283*

WHEREAS, Mortgagor, **FIRST MIDWEST BANK**, as trustee under the provisions of a trust agreement dated the 16th day of October, 2017, is the owner of the property commonly known as 8711 W. Bryn Mawr Avenue, Unit 209, Chicago, Illinois 60631 which is legally described on Exhibit "A" attached hereto and made a part hereof, (the "Property");

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Promissory Note in the sum of Twenty-Two Thousand Nine Hundred Sixty-Four and 44/100 DOLLARS (\$22,964.44) to be paid with interest thereon according to the terms thereof (the "Note"), which Note shall be due, if not sooner paid or due, on March 8, 2021;

NOW, THEREFORE, to secure payment of the Note, and any amendments, modifications, renewals or replacements thereof, and all sums which may be due and owing, or required to be paid under the Transaction Documents (as defined herein) and to secure performance by the Mortgagor of all of the covenants and conditions contained in the Transaction Documents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor DOES HEREBY GRANT, REMISE, RELEASE, ALIEN, MORTGAGE, WARRANT AND CONVEY unto Mortgagee, its successors and assigns, the following described Properties, rights and interests (all of which are collectively referred to as the "Premises"):

The Premises located in the County of Cook, State of Illinois commonly known as 8711 W. Bryn Mawr Avenue, Unit 209, Chicago, Illinois 60631 which is legally on Exhibit "A" attached hereto and made a part hereof,

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TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Premises, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Premises, and such buildings, structures or other improvements or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf;

TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenants whatsoever, in any way belonging, relating or appertaining to the Premises, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Premises to be applied against the Note and all other sums which may be due and owing under the Transaction Documents, provided, however, that permission is hereby given to Mortgagor so long as no Event of Default (as defined herein) has occurred hereunder for which Mortgagee exercises its remedies, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable;

TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases of the Premises, which leases may have been made by Mortgagor or its agents now or hereafter on or affecting the Premises whether written or oral and all agreements for use of the Premises (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Premises or the improvements located thereon or the operation thereof, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens,

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security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Premises or the improvements located thereon in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Premises or the improvements located thereon shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Note and all other sums which may be due and owing under the Transaction Documents; notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of Illinois (the "Code"), this instrument shall constitute a security agreement creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Mortgagor as Debtor, all in accordance with said Code as more particularly set forth in paragraph 32 hereof;

TOGETHER WITH all trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Premises;

TOGETHER WITH all proceeds of the foregoing, including without limitation all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Premises; and Mortgagor hereby authorizes, directs and empowers Mortgagee, at its option, to join Mortgagor, or the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds, all as hereinafter provided.

TO HAVE AND TO HOLD the Premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Event of Default for which Mortgagee exercises its rights.

The Mortgagor covenants, represents and warrants with the Mortgagee as follows:

1. Certain Definitions. Whenever used in this Mortgage, the following terms, when capitalized, shall have the following respective meanings unless the context shall clearly indicate otherwise:

(a) "Default Rate" shall mean that rate defined in the Note and shall be charged on any amount payable herein unless promptly paid, and shall constitute additional indebtedness secured by this Mortgage and shall be immediately due and payable.

(b) "Event of Default" shall mean those occurrences described in paragraph

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16 hereof.

(c) "Full Insurable Value" shall mean replacement cost, exclusive of costs of excavation, foundations and footings below the lowest basement floor, or the principal balance on the Note, whichever is greater.

(d) "Impositions" shall mean all real estate and personal property taxes, water, gas, sewer, electricity, and other utility rates and charges, charges for any easement, license or agreement maintained for the benefit of the Premises, and all other liens with respect to the Premises, of any kind and nature whatsoever which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Premises or the rents, issues and profits or the ownership, use, occupancy or enjoyment thereof.

(e) "Transaction Documents" shall mean the following documents of even date herewith, together with all amendments, modifications, renewals and replacements:

- (i) Note;
- (ii) This Mortgage;
- (iii) Assignment of Rents and Leases;
- (iv) UCC Financing Statements, if any;
- (v) Such other documentation as reasonably required by Mortgagee.

(f) "Permitted Encumbrances" shall mean this Mortgage, and the lien and security interests created by the Transaction Documents, and property taxes not due or payable as of the date hereof.

(g) "Prohibited Transfer" shall mean a transfer as defined in paragraph 10 herein.

(h) "Mortgagor" shall mean the Mortgagor, collectively, or a Mortgagor, individually.

2. Payment of Indebtedness. The Mortgagor shall promptly pay each installment of principal and interest as provided in the Note and shall otherwise duly comply with the terms thereof.

3. Representations as to the Premises. Mortgagor covenants, represents and warrants that: (a) they are the holders of the fee simple title to the Premises subject only to the Permitted Encumbrances; (b) Mortgagor has full legal power, right and authority to mortgage and convey the Premises; and (c) this Mortgage creates a valid first lien on the Premises.

4. Imposition. The Mortgagor shall, subject to the provisions of this Mortgage, pay all Impositions when due, and in default thereof the Mortgagee may, at its option, pay the same.

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Any sums paid by Mortgagee on account of Impositions shall bear interest at the Default Rate.

5. Maintenance of Mortgaged Premises; Changes and Alterations.

(a) The Mortgagor shall maintain or cause to be maintained the Premises in good repair, working order, and condition and make or cause to be made, when necessary, all repairs, renewals, and replacements, structural, non-structural, exterior, interior, ordinary and extraordinary. The Mortgagor shall refrain from and shall not permit the commission of waste in or about the Premises but may remove and demolish the current structure existing on the Premises as of the date hereof, and may erect another structure on the Premises.

(b) The Mortgagor shall cause the Premises to be operated in compliance with all federal, state, local and municipal laws, statutes, ordinances, rules and regulations, including such laws, statutes, ordinances, rules and regulations concerning environmental matters so that no clean-up, claim or other obligation or responsibility arises from a violation of such laws, statutes, ordinances, rules and regulations.

6. Insurance. Mortgagor shall cause all buildings and improvements now or hereafter situated on the Premises to be insured against loss or damage by fire and such other hazards as may be requested from time to time by Mortgagee, including, but not limited to, hazards ordinarily insured against by other companies similarly situated in operating like businesses and properties, and including comprehensive public liability insurance as required by Mortgagee and flood insurance if the Premises lie within an area designated by any government agency as a flood risk area. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Mortgagee. Without limiting the generality of the foregoing, property and casualty insurance shall be in amounts and forms insuring the full replacement cost of the fixed assets of Mortgagor. All policies shall name Mortgagee as an additional insured and as loss payee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration. Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies of such insurance. Unless the Mortgagor shall provide the Mortgagee with the evidence of insurance required herein, the Mortgagee may purchase insurance at the Mortgagor's expense to protect the Mortgagee's interest in the Premises. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee may purchase may not pay any claim that the Mortgagor makes or any claim that is made against the Mortgagor in connection with the Premises. The Mortgagor may later cancel any insurance purchased by the Mortgagee, but only after providing the Mortgagee with evidence that the Mortgagor has obtained insurance as required by this agreement. If the Mortgagee purchases insurance for the Premises, the Mortgagor will be responsible for the costs of that insurance, including interest and any other charges the Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation of expiration of the insurance. The costs of the insurance shall be immediately due and payable to

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Mortgagee, and absent payment may be added to Mortgagor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on Mortgagor's own.

7. Damage or Destruction.

(a) In case of any damage to or destruction of the Premises or any part thereof from any cause whatsoever, other than a Taking (as defined herein), the Mortgagor shall promptly give written notice thereof to the Mortgagee. Mortgagee is hereby authorized to either settle and adjust any claim under the insurance policies without the consent of Mortgagor, or may allow Mortgagor to adjust the claim or claims. In any event, Mortgagee may, in its sole and absolute discretion, choose to accelerate the indebtedness secured hereby, then and in such event, Mortgagee shall be entitled to apply all such insurance proceeds and deposits then held by it or be Mortgagee in reduction of the indebtedness secured hereby, and any excess over the amount of indebtedness then due shall be returned to Mortgagor, or any other party to whom the funds are due, without interest. The foregoing is not intended to apply to the provisions of 5(a) which permit the Mortgagor to remove and demolish the structure currently existing on the Premises as of the date hereof.

(b) All insurance proceeds shall be paid to Mortgagee and held by it in a non-interest bearing escrow account and, subject to the terms of this paragraph 7, shall be made available to the Mortgagor if Mortgagee does not accelerate the indebtedness secured hereby as indicated in 7(a) above. If Mortgagee permits Mortgagor to restore the Premises, if at any time the insurance proceeds shall be insufficient to pay the entire cost of the restoration, Mortgagor shall pay the deficiency. In such an event, Mortgagor shall make all payments from their own funds to the contractor making such restoration until the amount of said deficiency has been satisfied; thereafter, Mortgagee shall make subsequent payments from the insurance proceeds to Mortgagor or to the contractor, whichever is appropriate. All payments shall be disbursed from time to time upon the Mortgagee being furnished with appropriate documentation regarding the restoration. Upon completion of the restoration, the excess net insurance proceeds, if any, shall be paid to the Mortgagor. Notwithstanding anything to the contrary contained in this paragraph 7, if an Event of Default shall occur, all insurance shall be paid to Mortgagee and applied, at its option, in payment of the mortgage indebtedness as provided for in the Note.

8. Condemnation.

(a) The term "Taking" as used herein shall mean a taking of all or part of the Premises under the power of condemnation or eminent domain. Upon the receipt by Mortgagor of notice of the institution of any proceeding for the Taking of the Premises or any part thereof, Mortgagor shall immediately give written notice thereof to Mortgagee and Mortgagee may, at its option, appear in any such proceeding. Mortgagor shall immediately deliver to Mortgagee true and accurate copies of all notices, pleadings, awards, determinations and other papers received by Mortgagor in any such proceeding. Mortgagor shall not adjust or compromise any claim for award or other proceeds of a Taking without having first given at least thirty (30) days' prior written notice to Mortgagee of the proposed basis of adjustment or compromise and without first having received the written consent of Mortgagee. Any award or other proceeds of a Taking, after allowance for reasonable expenses incurred by Mortgagee in connection therewith, are

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herein referred to as "Condemnation Proceeds".

(b) In the event of a Taking of all or substantially all of the Premises or a Taking of less than all or substantially all of the Premises, Mortgagee may, in Mortgagee's sole and absolute discretion, choose to accelerate the indebtedness secured hereby, then and in such event, the Condemnation Proceeds shall be paid to Mortgagee and applied to the mortgage indebtedness as provided for in the Note.

(c) Subject to paragraph 8(d) hereof, in the event of a Taking of less than all or substantially all of the Premises and Mortgagee does not accelerate the indebtedness as described in 8(b) above, the Condemnation Proceeds shall be paid to Mortgagee and shall be held in a non-interest bearing escrow account, and shall be applied to reimburse the Mortgagor for such restoration of the Premises as specified in paragraph 7 hereof relating to restoration of damage or destruction. In such event, whether or not the Condemnation Proceeds which are applicable thereto shall be sufficient for the purpose, Mortgagor shall promptly repair or restore the Premises as nearly as practicable to substantially the same value, condition and character as existed immediately prior to the Taking.

(d) Notwithstanding anything to the contrary contained in this paragraph 8, if an Event of Default shall occur, all Condemnation Proceeds shall be paid to Mortgagee and applied, at its option, in payment of the mortgage indebtedness as provided for in the Note.

9. Indemnification. Mortgagor agrees to indemnify and hold the Mortgagee, its members, managers, officers, employees, agents, successors and assigns harmless from any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, decrees, costs and expenses (including but not limited to, attorney's fees), arising directly or indirectly, in whole or in part, out of the acts and omissions whether negligent, willful or otherwise, of Mortgagor, or any of its members, managers, officers, employees, agents, subcontractors, invitees, successors and assigns, in connection with this Mortgage or the other Transaction Documents or as a result of: (a) ownership of the Premises or any interest therein or receipt of any rent or other sum therefrom; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways; (c) any use, non-use or condition of the Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways; (d) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage; (e) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Substances (as defined herein); or (f) the performance of any labor or services or the furnishing of any materials or other property with respect to the Premises or any part thereof. Any amounts payable to the Mortgagee under this paragraph which are not paid within ten (10) days after written demand therefor by the Mortgagee shall bear interest at the Default Rate. The obligations of the Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

10. Prohibited Transfer; Due on Sale. Mortgagor shall not create, effect, contract for, agree to, consent to, suffer, or permit any conveyance, sale, lease, assignment, transfer, lien, pledge, mortgage, grant a security interest, or other encumbrance or alienation of any interest in the following properties, rights or interests without the prior written consent of Mortgagee

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("Prohibited Transfer"):

- (a) the Premises or any part thereof or interest therein;
- (b) any membership or ownership interests in Mortgagor;

in each case whether any such Prohibited Transfer is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this paragraph 10 shall not apply: (i) to this Mortgage; (ii) to the lien of current taxes and assessments not in default; (iii) the Permitted Encumbrances; and (iv) the leasing of space in the Premises from time to time as permitted under the Assignment of Rents and Leases.

11. Priority of Lien; After-Acquired Property.

(a) Subject to paragraph 25, the Mortgagor shall keep and maintain the Premises free from all liens for moneys due and payable to persons or entities supplying labor for and providing materials used in the construction, modification, repair or replacement of the Premises.

(b) In no event shall Mortgagor do or permit to be done, or omit to do or permit the omission of any act or thing the doing or omission of which would impair the lien of this Mortgage. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien and security of this Mortgage. Nevertheless, Mortgagor will do such further acts and execute, acknowledge and deliver such further conveyances, mortgages, Transaction Documents, financing statements and assurances as Mortgagee shall reasonably require for accomplishing the purpose of this Mortgage.

12. Right to Inspect. Mortgagee, its agents and representatives, may at all reasonable times make such inspections of the Premises as Mortgagee may deem necessary or desirable, including but not limited to inspecting for Hazardous Substances (as defined herein).

13. Books and Records; Financial Statements. Mortgagor shall maintain or cause to be maintained books of account and records relating to the operation of the Mortgagor and the Premises, which books of account and records shall, at all reasonable times, be open to the inspection of Mortgagee, its agents and representatives, and shall include a certified rent roll.

14. Representations and Warranties.

Mortgagor covenants, represents and warrants to Mortgagee as follows:

(a) Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended Sections 1445 and 7701 and the regulations promulgated thereunder);

(b) The execution and delivery of the Transaction Documents and the

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performance by Mortgagor of their obligations thereunder have been duly authorized by all necessary action and will not violate any provision of law or of Mortgagor's Articles of Organization or operating agreement. This Mortgage and the other Transaction Documents constitute the legal, valid and binding obligations of Mortgagor enforceable in accordance with their terms;

(c) The execution and delivery of the Transaction Documents and the performance by the Mortgagor of their obligations thereunder do not require any consent, and will not result in a material breach of or default under any resolution, indenture, note, contract, agreement or other instrument to which the Mortgagor are a party or are otherwise subject or bound, and does not contravene any provision of applicable law or regulation the violation or contravention of which could affect the validity or enforceability of any of the Transaction Documents, or any order, decree, writ or injunction affecting Mortgagor;

(e) Other than any zoning applications, there are no actions, suits or proceedings pending or to the best of Mortgagor's knowledge threatened, before or by any court, regulatory or governmental agency, or public board or body, against or affecting the Premises, the organization or existence of Mortgagor, or the authority of Mortgagor to execute the Transaction Documents or to perform their obligations thereunder;

(e) Mortgagor has not received any notice and does not have knowledge of any actions, suits or proceedings pending or threatened by any regulatory or governmental agency or public board or body to acquire the Premises by eminent domain or condemnation proceedings;

(f) There are no leases or other occupancy agreements affecting the Premises except those leases and occupancy agreements, if any, disclosed in writing to the Mortgagee;

(g) Mortgagor shall (i) ensure that no person or entity owns a controlling interest in or otherwise controls the Mortgagor or is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (ii) not use or permit the use of any proceeds of the loans to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (iii) comply with all applicable Bank Secrecy Act laws and regulations, as amended.

(h) All representations, covenants and warranties contained herein and in the other Transaction Documents are true and correct as of the date hereof and shall remain true and correct and shall not terminate after the Note has been satisfied and paid in full. All representations, covenants and warranties contained herein and in the other Transaction Documents shall be deemed to have been relied on by Mortgagee notwithstanding any investigation made by Mortgagee or on its behalf.

15. Environmental Matters:

(a) Mortgagor shall not install, use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises, nor transport to or from the

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Premises, any Hazardous Substance nor allow any other person or entity to do so. Mortgagor agrees that they have provided to Mortgagee, in writing, any and all information relating to environmental conditions in, on, under or from the Premises that is known to them and that is in their custody or control, including but not limited to any reports relating to Hazardous Substances.

(b) Mortgagor undertook, at the time of acquisition of the Premises, all appropriate inquiry into the previous ownership and uses of the Premises consistent with good commercial or customary practice to determine that the Premises and the uses therefor are in compliance with all Environmental Laws. Mortgagor has taken all steps necessary to determine, and have determined, that no Hazardous Substances have been disposed of or otherwise released on, or to, the Premises, or alternatively, that the level of Hazardous Substances are in compliance with applicable law and do not require remediation. The use which Mortgagor make and intends to make of the Premises will not result in the disposal or other release of any Hazardous Substance on or to the Premises.

(c) Mortgagor shall give prompt written notice to Mortgagee of:

(i) Any proceeding, investigation or inquiry commenced by any governmental authority with respect to the presence of any Hazardous Substance on, under or about the Premises or the migration thereof to or from adjoining property;

(ii) All claims made or threatened by any individual or entity against Mortgagor or the Premises relating to any loss or injury allegedly resulting from any Hazardous Substance; and

(iii) The discovery by Mortgagor of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which might cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Environmental Law.

(d) Mortgagee shall have the right and privilege to: (i) join in and participate in, as a party if it so elects, any one or more legal proceedings or actions initiated with respect to the Premises under any Environmental Law; and to (ii) have all costs and expenses thereof (including without limitation Mortgagee's attorneys' fees and costs) paid by Mortgagor.

(e) Mortgagor shall protect, indemnify and hold Mortgagee and its members, managers, officers, employees, agents, successors and assigns harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits or other proceedings, judgments, awards, decrees, costs and expenses including attorney's fees directly or indirectly arising out of or attributable to the installation, use, generation, manufacture, production, storage, transportation, release, threatened release, discharge, disposal or presence of a Hazardous Substance on, under or about the Premises, including without limitation; (i) all foreseeable damages including consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Premises; and (iii) the preparation and implementation of any closure, remedial or other required plans, studies and reports. The obligations of Mortgagor

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under this paragraph shall survive any termination or satisfaction of the lien of this Mortgage, including without limitation any extinguishment of the lien of this Mortgage.

(f) If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature ("Remedial Work") is necessary or desirable under any applicable federal, state or local law, regulation or ordinance, or under any judicial or administrative order or judgment, or by any governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, ground-water, surface water or soil vapor at, on, about, under or within the Premises or portion thereof, Mortgagor shall within thirty (30) days after written demand by Mortgagee (or within such shorter time as may be required under applicable law, regulation, ordinance, order or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work to the extent required by law. All Remedial Work shall be performed by contractors approved in advance by Mortgagee and under the supervision of a consulting engineer approved in advance by Mortgagee. All costs and expenses of such Remedial Work (including without limitation the fees and expenses of Mortgagee's attorney) incurred in connection with monitoring or review of the Remedial Work shall be paid by Mortgagor. If Mortgagor shall fail or neglect to timely commence or cause to be commenced or shall fail to diligently prosecute to completion, such Remedial Work, Mortgagee may (but shall not be required to) cause such Remedial Work to be performed; and all costs and expenses thereof, or incurred in connection therewith (including fees and expenses of Mortgagee's attorney), shall be paid by Mortgagor to Mortgagee forthwith after demand and shall be a part of the indebtedness secured hereby.

(g) "Environmental Law" shall mean, without limitation, any federal, state or local law, statute, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including without limitation each of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"); the Federal Hazardous Materials Transportation Act, as amended; the Toxic Substance Control Act, as amended; the Illinois Environmental Protection Act, as amended; the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; and the laws, rules, regulations and ordinances of the U.S. Environmental Protection Agency, the Illinois Environmental Protection Agency and the County in which the Premises is located and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Premises or the use or operation thereof.

(h) "Hazardous Substance" shall mean, without limitation: (i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws; (ii) those substances listed in the U.S. Department of Transportation Table or amendments thereto or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances; (iii) those other substances, materials and wastes which are or become regulated under any applicable federal, state or local law, regulation or ordinance or by any federal, state or local governmental agency, board, commission or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and (iv) any material, waste or substance which is any of the following: (A) asbestos; (B) polychlorinated biphenyl; (C) designated or listed as a "hazardous substance" pursuant to the Clean Water Act; (D)

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explosive; (E) any oil or petroleum products, and any natural gas, natural gas liquids or liquefied natural gas; (F) lead based paints; (G) radioactive materials; or (H) fungus, mold, mildew, spores, and other biological or microbiological agents the presence of which may adversely affect health, impair occupancy or materially adversely affect the value of the Premises.

16. Events of Default. If any one or more of the following events ("Events of Default") shall occur, to wit:

- (a) failure to make prompt payment, when due, of any payment of principal and interest under the Note, and such failure continues for ten (10) days after Mortgagee gives written notice thereof to Mortgagor;
- (b) subject to paragraph 25 herein, if Mortgagor fails to make prompt payment, when due, of any Impositions, and such failure continues for ten (10) days after Mortgagee gives written notice thereof to Mortgagor;
- (c) any representation, warranty or other information made or furnished to Mortgagee shall prove to have been false or incorrect in any material respect;
- (d) if Mortgagor shall make a general assignment for the benefit of creditors, or shall state in writing or by public announcement its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or any material portion of their assets;
- (e) if, within sixty (60) days after the commencement of any proceeding against Mortgagor seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of Mortgagor, of any trustee, receiver or liquidator of Mortgagor or any material portion of their assets, such appointment shall not have been vacated;
- (f) the occurrence of a Prohibited Transfer;
- (g) except as otherwise provided for in any subparagraph of this paragraph 16, failure to promptly perform or observe any other covenant, promise or agreement contained in this Mortgage or in the other Transaction Documents, and such failure continues for fifteen (15) days after Mortgagee gives written notice unless a shorter time period is stated in the other Transaction Documents, in which event the shorter time period

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shall control;

- (h) any Event of Default as such term is defined in the Note;
- (i) if Mortgagor further encumbers the property by promissory note, mortgage security interest or otherwise;

Then, at any time thereafter, at the sole option of the Mortgagee, without further notice to Mortgagor, the unpaid principal balance and accrued interest in the Note shall become immediately due and payable, and any other sums secured hereby shall become immediately due and payable. All sums coming due and payable hereunder shall bear interest after acceleration at the Default Rate.

17. Rights, Powers and Remedies of Mortgagee.

(a) If an Event of Default shall occur, Mortgagee may, at its election, do any one or more of the following:

(i) Institute, or cause to be instituted, proceedings for the realization of its rights under this Mortgage or the other Transaction Documents;

(ii) Make application for the appointment of a receiver for the Premises whether such receivership is incident to a proposed sale of the Premises or otherwise, and Mortgagor hereby consents to the appointment of such receiver without bond or surety and hereby consents to such appointment. Mortgagee may be appointed as such receiver or as a mortgagee in possession. Further, Mortgagor agrees that Mortgagee may, at its option, be appointed receiver or mortgagee in possession of the Premises without bond or surety;

(b) If an Event of Default shall occur, Mortgagee may, without order of Court or notice to or demand upon Mortgagor, take possession of the Premises. Should Court proceedings be instituted, Mortgagor hereby consents to the entry of an order by agreement to effect and carry out the provisions of this paragraph. While in possession of the Premises, Mortgagee (or a receiver, if appointed) shall have the following powers:

(i) To collect the rents and manage, lease, alter and repair the Premises, cancel or modify existing leases, obtain insurance and in general have all powers and rights customarily incident to absolute ownership; and

(ii) To pay out of the rents so collected the management and repair charges, taxes, insurance, commissions, fees and all other expenses and, after creating reasonable reserves, apply the balance (if any) on account of the mortgage indebtedness.

(c) Mortgagee (or a receiver, if appointed) may upon the occurrence of an

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Event of Default, remain in possession of the Premises, in the event of a foreclosure, until the foreclosure sale and thereafter during the period of redemption (if any). Mortgagee shall incur no liability for, and Mortgagor shall not assert any claim, set-off or recoupment as a result of any action taken while Mortgagee is in possession of the Premises, except only for Mortgagee's own gross negligence or willful misconduct. In the event no foreclosure proceedings are commenced, Mortgagee may remain in possession as long as there exists an Event of Default.

(d) In order to facilitate Mortgagee's exercise of the rights, powers and remedies granted herein upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney to act in its name and stead for the purpose of effectuating any sale, assignment, transfer or delivery authorized above, whether pursuant to power of sale or otherwise, and to execute and deliver all such deeds, bills of sale, leases, assignments and other instruments as Mortgagee may deem necessary and appropriate. Notwithstanding the foregoing, if requested by Mortgagee or any purchaser from Mortgagee, Mortgagor shall ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to Mortgagee or such purchaser all appropriate deeds, bills of sale, leases, assignments and other instruments as may be designated in such request. Further, Mortgagor agrees that Mortgagee may be a purchaser of the Premises or any part thereof or any interest therein at any sale, whether pursuant to power of sale or otherwise, and may apply upon the purchase price the indebtedness secured hereby.

(e) The proceeds of any sale of the Premises or part thereof or any interest therein, and all amounts received by Mortgagee by reason of any holding, operation or management of the Premises or any part thereof, together with any other monies at the time held by Mortgagee, shall be applied in the following order to the extent that funds are so available:

(i) First, to the payment of the costs and expenses of taking possession of the Premises and of holding, using, leasing, repairing, improving and selling the same, including, without limitation: (A) trustee's and receivers' fees, (B) court costs, (C) attorneys' and accountants' fees, (D) costs of advertisement, and (E) payment of any and all impositions, liens, security interests or other rights, titles or interests equal or superior to the lien and security interest of this Mortgage (except those subject to which the Premises has been sold and without in any way implying Mortgagee's prior consent to the creation thereof) ;

(ii) Second, to the payment of all amounts, other than the principal balance and accrued but unpaid interest, which may be due to Mortgagee under the Transaction Documents, together with interest thereon as provided therein;

(iii) Third, to the payment of all accrued but unpaid interest due on the Note;

(iv) Fourth, to the payment of the principal balance of the Note;
and

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(v) Fifth, to the Mortgagor.

18. Change in Tax Laws. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagee, Mortgagor or the Premises, any tax is imposed or becomes due in respect of the issuance of the Note or the recording of this Mortgage, Mortgagor shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the indebtedness hereby secured or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefor on demand and any amounts paid thereon by Mortgagee shall bear interest at the Default Rate, unless Mortgagee determines, in Mortgagee's sole and exclusive judgment, that such payment or reimbursement by Mortgagor is unlawful; in which event the indebtedness hereby secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this paragraph shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes required to be paid by Mortgagor pursuant hereto.

19. Waivers. To the extent permitted under applicable law, Mortgagor hereby waives:

(a) All rights of redemption and/or equity of redemption and rights of reinstatement which exist by statute or common law for sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, beneficiary or any other entity, except decree or judgment creditors of Mortgagor who may acquire any interest in or title to the Premises or the trust estate subsequent to the date hereof.

(b) The benefit of all appraisal, valuation, stay, or extension laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Premises or any part thereof or any interest therein.

20. Remedies are Cumulative. Each right, power and remedy of Mortgagee now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power and remedy provided for in the Transaction Documents, and the exercise of any right, power or remedy shall not preclude the simultaneous or later exercise of any other right, power or remedy.

21. Compromise of Actions. Any action, suit or proceeding brought by or against Mortgagee in conjunction herewith, and any claim made by Mortgagee under the Transaction Documents, or otherwise, may be compromised, withdrawn or otherwise settled by Mortgagee without any notice to or approval of Mortgagor.

22. No Waiver. No delay or failure by Mortgagee to insist upon the strict performance of any term herein or in the other Transaction Documents or to exercise any right, power or remedy provided for herein or in the other Transaction Documents as a consequence of an

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Event of Default, and no acceptance of any payment of the principal, interest or premium if any, on the Note during the occurrence of any such Event of Default, shall constitute a waiver of any such Event of Default. The exercise by Mortgagee of any right, power or remedy conferred upon it herein or any other Transaction Document or by law or equity shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

23. Further Assurances. The Mortgagor, at their expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request to carry out the intent and purpose of this Mortgage and the other Transaction Documents.

24. Defeasance. Upon payment in full of all principal, interest, prepayment premiums or penalties, if any, and all other sums due under the Note and other Transaction Documents, the Mortgagee will execute and deliver to Mortgagor a release of this Mortgage. Mortgagor shall pay the costs and expenses incurred by Mortgagee to prepare such release.

25. Permitted Contest. Mortgagor may contest, at their own expense, by appropriate legal actions or proceedings conducted in good faith and with due diligence, the amount, validity or enforceability in whole or in part of any Imposition or lien thereof or the validity of any instrument of record affecting the Premises or any part thereof (the "Contested Liens"), provided that:

(a) Mortgagor shall immediately give notice of any Contested Lien to Mortgagee at the time the same shall be asserted;

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

(c) Mortgagor shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred by Mortgagee in so doing, including fees and expenses of Mortgagee's counsel (all of which shall constitute additional indebtedness secured hereby and shall be due at the Default Rate);

(d) Mortgagor shall pay such Contested Lien together with interest and penalties thereon: (i) if and to the extent that any such Contested Lien shall be determined adverse to Mortgagor; or (ii) forthwith upon demand by Mortgagee if, in the opinion of Mortgagee, and notwithstanding any such contest, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Mortgagor shall fail so to do, Mortgagee may, but shall not be required to, pay all such Contested Liens and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens; and any amount expended by Mortgagee in so doing shall constitute additional indebtedness secured by the Mortgage and shall be due at the

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Default Rate, and provided further that Mortgagee may in such case use and apply for the purpose monies deposited as provided in paragraph 25(b) hereof and may demand payment upon any bond or title indemnity furnished as aforesaid.

26. Amendment. This Mortgage cannot be amended, modified or terminated orally but may only be amended, modified or terminated pursuant to written agreement between Mortgagor and Mortgagee.

27. Tax and Insurance Escrow.

(a) Mortgagor shall pay to Mortgagee on the day that installments are due under the Note: (i) an amount equal to 1/12th of the annual amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay all Impositions; (ii) an amount equal to 1/12th of the annual insurance premiums necessary to maintain the insurance policies required pursuant to the terms hereof; (iii) the amount of all Impositions accrued but not due as of the date that this paragraph becomes operative; and (iv) such sums as may be necessary, from time to time, to make up any deficiency in the amount required to fully pay all annual Impositions and insurance premiums.

(b) If Mortgagee, at any time during the term of the Loan waives the requirement for tax and/or insurance escrows, Mortgagee shall retain the right to require reinstatement of said tax and/or insurance escrow upon ten (10) days written notice to Mortgagor, should Mortgagee elect in its sole discretion.

(c) It is expressly understood that all amounts required to be paid pursuant to this paragraph shall be held by Mortgagee in a non-interest bearing account.

28. Notices. Any notice or demand required pursuant to the terms hereof shall be given pursuant to the terms and conditions contained in the Note.

29. Expense of Enforcement. In any proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall bear interest at the Default Rate, when paid or incurred by Mortgagee in connection with: (a) any proceeding, including, but not by way of limitation, to foreclosure, probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

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30. Cross-Default Clause. Any Event of Default by Mortgagor hereunder shall be deemed an Event of Default under each of the other Transaction Documents, entitling Mortgagee to exercise all or any remedies available to Mortgagee under the terms of the Transaction Documents, and any Event of Default under any other Transaction Document shall be deemed an Event of Default hereunder, entitling Mortgagee to exercise any or all remedies provided for in the Transaction Documents.

31. Incorporation by Reference. The terms of the Transaction Documents are incorporated herein and made a part hereof by reference.

32. Security Agreement.

(a) This Mortgage, in the absence of a separate security agreement entered into by Mortgagor and Mortgagee, constitutes a Security Agreement under the Code with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Paragraph called "Collateral"), and Mortgagor hereby grants Mortgagee a first security interest in said Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises.

(b) This Mortgage is intended to be a financing statement within the purview of the Code with respect to the Collateral and the goods described at the beginning of this Mortgage which goods are or are to become fixtures relating to the Premises. The addresses of the Mortgagor (Debtors) and Mortgagee (Secured Party) are the same as set forth herein for notices to be given to such parties hereunder. This Mortgage is to be filed for record with the Recorder of Deeds of the Counties where the Premises are located.

(c) Mortgagor hereby authorizes Mortgagee to file, at Mortgagor's expense, UCC financing statements and amendments to UCC financing statements and other filings or recordings in all jurisdictions where the Mortgagee determines appropriate without Mortgagor's signature, and authorize the Mortgagee to describe the Collateral in such financing statements in any manner as the Mortgagee determines appropriate.

(d) Mortgagor acknowledges and agrees that any term describing Collateral in this Mortgage or in any UCC financing statement or other filing or recording which is susceptible of different scope or meaning shall be given the broadest and most inclusive definition so as to encompass the greatest amounts, items, descriptions, or types of Collateral.

(e) Mortgagor agrees that they shall not change their state of organization or their limited liability company form without the prior written consent of the Mortgagee.

(f) Upon the occurrence of any Event of Default hereunder, Mortgagee shall have the rights and remedies of a Secured Party under the Code and, at Mortgagee's option, Mortgagee shall also have the rights and remedies, to the extent permitted by law, provided in this Mortgage as to said Collateral.

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33. Miscellaneous.

(a) Upon request, Mortgagor shall confirm in writing to Mortgagee, or its designee, the amount then due hereunder and under the Note.

(b) If the time of payment of all indebtedness secured hereby or any part thereof be extended at any time or times, if the Note be renewed, modified or replaced, or if any security for the Note be released, Mortgagor and any other parties now or hereafter liable for payment of such indebtedness in whole or in part or interested in the Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases, and their liability and the terms hereof and the Transaction Documents and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Mortgagee.

(c) This mortgage shall be binding upon Mortgagor and their successors and assigns, and all persons claiming under or through Mortgagor or any such successor or assign, and shall inure to the benefit of and be enforceable by Mortgagee and its successors and assigns.

(d) The various headings used in this Mortgage as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear and shall not limit or otherwise affect the meanings thereof.

(e) If any provision in this Mortgage is held by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision of this Mortgage to be illegal, invalid, unlawful, void, voidable, or unenforceable as written, then such provision shall be given full force and effect to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Mortgage shall be construed as if such illegal, invalid, unlawful, void, voidable or unenforceable provision was not contained therein, and that the rights, obligations and interest of the Mortgagor and Mortgagee under the remainder of this Mortgage shall continue in full force and effect.

(f) If any action or proceeding shall be instituted to recover possession of the Premises or any part thereof or to accomplish any other purpose which would materially affect this Mortgage or the Premises, Mortgagor will immediately, upon service of notice thereof, deliver to Mortgagee a true copy of each petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers however designated, served in any such action or proceeding.

(g) Regardless of their form, all words shall be deemed singular or plural and shall have such gender as required by the text. If there is more than one Mortgagor of this Mortgage, the liability of the undersigned shall be joint and several.

(h) This Mortgage and the other Transaction Documents shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the Mortgagor and Mortgagee have both substantially and materially contributed to the preparation

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hereof.

35. WAIVERS. MORTGAGOR HEREBY (A) WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION TO ENFORCE OR DEFEND ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT; (B) IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN COOK COUNTY, ILLINOIS AS APPLICABLE, OVER ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT; (C) WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON MORTGAGOR, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY MESSENGER, CERTIFIED MAIL OR REGISTERED MAIL DIRECTED TO SUCH BORROWER OR ANY OTHER BORROWER AT THE ADDRESS SET FORTH IN THE NOTE AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT OR ON THE SECOND (2ND) BUSINESS DAY AFTER THE SAME SHALL HAVE BEEN POSTED TO SUCH MORTGAGOR' OR OTHER MORTGAGOR'S ADDRESS; (D) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT SUCH MORTGAGOR MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING; AND (E) AGREES NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST MORTGAGEE OR ANY OF MORTGAGEE'S MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY, CONCERNING ANY MATTER ARISING OUT OF OR RELATING TO THIS MORTGAGE IN ANY COURT OTHER THAN ONE LOCATED IN COOK COUNTY, ILLINOIS. NOTHING IN THIS PARAGRAPH SHALL AFFECT OR IMPAIR MORTGAGEE'S RIGHT TO SERVE LEGAL PROCESS IN ANY MANNER PERMITTED BY LAW OR MORTGAGEE'S RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY MORTGAGOR'S PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed by its duly authorized manager.

This MORTGAGE is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 22283 in the exercise of the power and authority conferred upon and vested in it as such trustee (and said FIRST MIDWEST BANK, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said FIRST MIDWEST BANK, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform thereon any covenant either express or implied herein contained, all such liability if any being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the FIRST MIDWEST BANK, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

FIRST MIDWEST BANK, as trustee under the provisions of a trust agreement dated the 16th day of October, 2017 known as trust No 22283 and not personally

By: [Signature]

Its: Authorized Signer

By: [Signature]

Its: Authorized Signer

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STATE OF Ill)
COUNTY OF Will))ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ as Authorized Signer and Peggy A. Regas as Authorized Signer of **FIRST MIDWEST BANK**, as trustee under the provisions of a trust agreement dated the 16th day of October, 2017, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. ** Known as trust 22283*

Given under my hand and official seal this 17th day of APRIL, 2019.



Susan J. Zelek
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: UNIT NO 209 IN 8711 W BRYN MAWR CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE IN THAT PART OF LOTS 16 TO 20, BOTH INCLUSIVE, AND LOTS 42 TO 45, BOTH INCLUSIVE, IN CHICAGO'S FOREST RIDGE ESTATES, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BELOW A HORIZONTAL PLANE OF 121.12 FEET ABOVE CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS, WHICH PLAT IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 30, 2002 AS DOCUMENT NUMBER 0020610405, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO THE UNIT AS SET FORTH IN SAID DECLARATION.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENTS KNOWN AS STORAGE SPACE B34 AND PARKING B34, B22, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 0020610405.

Property Index Number: 12-11-104-032-1009
Property Commonly Known As: 8711 W. Bryn Mawr Avenue, Unit 209,

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Chicago, Illinois 60631

Property of Cook County Clerk's Office