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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1915845079

Doc# 1915845079 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/07/2019 02:35 PM PG: 1 OF 21

The property identified as: PIN: 07-07-200-262-0000

Address:

Street: 2359 Hassell Road

Street line 2:

City: Hoffman Estate

State: IL

ZIP Code: 60169

Lender: Capital One, National Association

Borrower: Hoffman Estates Medical Properties, LLC

Loan / Mortgage Amount: \$70,750,500.00

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: BDFC7BE1-7472-4E43-A5C0-FE794A51D018

Execution date: 6/4/2019

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Handwritten initials and date: JES, 7/9/19

**Prepared by and
When Recorded, Mail to:**

Polsinelli
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
Attention: Jason Kaplan, Esq.

(Space above for recorder's use only)

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

**HOFFMAN ESTATES MEDICAL PROPERTIES, LLC,
a Delaware limited liability company
(Mortgagor)**

to

**CAPITAL ONE, NATIONAL ASSOCIATION
a national banking association
(Mortgagee)**

Dated as of June 4, 2019

Property Location: 2359 Hassell Road, Hoffman Estates, IL

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

This Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "**Mortgage**") is executed as of June 4, 2019, by **HOFFMAN ESTATES MEDICAL PROPERTIES, LLC**, a Delaware limited liability company whose organizational number is 7407656 ("**Mortgagor**"), whose address for notice hereunder is 181 W. Madison Street, Suite 4700, Chicago, Illinois 60602, for the benefit of **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association, as Administrative Agent for the Lenders (as defined in the Loan Agreement) ("**Mortgagee**"), whose address for notice hereunder is 77 W. Wacker Drive, 10th Floor, Chicago, Illinois 60601, Attention: Jeffrey M. Muchmore, Reference MB Kayne Chicago MOB.

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

"Indebtedness": The sum of all principal, interest and all other amounts due under or secured by the Loan Documents.

"Loan": The loan in the maximum principal amount of up to SEVENTY MILLION SEVEN HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$70,750,500.00) made to the Mortgagor and the other Borrower parties (the "**Other Borrowers**") pursuant to the Loan Agreement by the Lenders, as evidenced and secured by the Loan Documents.

"Loan Documents": means, collectively (a) the Loan Agreement, dated as of January 25, 2019, among Mortgagee, Lenders, Mortgagor and the Other Borrowers (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "**Loan Agreement**"); (b) one or more amended and restated promissory notes dated as of even date herewith, executed by Mortgagor and the Other Borrowers, payable to the order of one or more Lenders under the Loan Agreement, in the stated aggregate principal amount of up to \$70,750,500.00 (collectively, the "**Note**"), which Note is due and payable on January 24, 2024, unless otherwise extended pursuant to the terms of the Note or the Loan Agreement, (c) this Mortgage, (d) all other documents included within the definition of "Loan Documents" in the Loan Agreement, (e) all other documents now or hereafter executed by Mortgagor or the Other Borrowers to the Loan Agreement or any other person or entity, to evidence, secure or guaranty the payment of all or any portion of the Indebtedness or the performance of all or any portion of the Obligations or otherwise executed in connection with the Note or this Mortgage, and (f) all modifications, restatements, extensions, renewals and replacements of the foregoing; provided however, in no event shall the term "Loan Documents" include the Environmental Indemnity Agreement.

"Mortgaged Property": All estate right, title, interest, claim and demand whatsoever which Mortgagor now or hereafter acquires, either in law or in equity, in possession, or expectancy, of, in and to: (a) the real property described in **Exhibit A** attached hereto and made a part herewith, together with any greater estate therein as hereafter may be acquired by

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Mortgagor (the "**Land**"), (b) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "**Improvements**"), (c) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements and all other items constituting fixtures as defined in the UCC (the "**Fixtures**"), (d) all goods, accounts, general intangibles, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as presently or hereafter defined in the UCC, now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements rights of Mortgagor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Personalty**"), (e) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) maintained by Mortgagor with respect to the Mortgaged Property, (f) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "**Plans**"), (g) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Mortgaged Property, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether before or after the filing by or against Mortgagor of any petition of relief under 11 U.S.C. § 101 *et seq.*, as same may be amended from time to time (the "**Bankruptcy Code**")) and all related security and other deposits (collectively, the "**Leases**") and all of Mortgagor's claims and rights to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, (h) all of the rents, revenues, liquidated damages payable upon default under the Leases, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (the "**Rents**"), (i) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Property Agreements**"), (j) all rights, privileges, tenements, hereditaments, rights-of-way,

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easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (k) all insurance policies (regardless of whether required by Mortgagee), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor, (l) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, (m) all tradenames, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Mortgaged Property; (n) all of Mortgagor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty, and (o) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof. As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"Obligations": All of the agreements, covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Mortgagor or any other person or entity to Mortgagee, the Lenders, or others as set forth in the Loan Documents. Without limiting the generality of the foregoing, Mortgagor acknowledges the Environmental Indemnity Agreement pursuant to which Mortgagor has agreed, among other things, to indemnify Mortgagee from any and all losses arising out of or relating to the Liabilities (as those terms are defined therein) shall in no event be deemed to be a Loan Document for the purposes of this Mortgage and that notwithstanding any other provision hereof, this Mortgage does not secure the payment or performance of any obligation or indebtedness of Mortgagor described therein with respect to any liability, expense, loss or damage arising out of the existence or the removal of, or the failure to remove any hazardous or toxic material, chemical, substance or waste on or in the Mortgaged Property now or hereafter located thereon.

"Permitted Encumbrances": The outstanding liens, easements, restrictions, security interests and other exceptions to title set forth in the policy of title insurance insuring the lien of this Mortgage, together with the liens and security interests in favor of Mortgagee created by the Loan Documents, and any other matters that Mortgagee agrees to in writing.

"State": The State of Illinois.

"UCC": The Uniform Commercial Code of the State of Illinois in effect from time to time or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than the State of Illinois, then, as to the matter in question, the Uniform Commercial Code in effect in that state from time to time.

Section 1.2 Other Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

ARTICLE 2 GRANT

Section 2.1 Grant. To secure the full and timely performance of the Obligations and the full and timely payment of the Indebtedness, and all loans, advances and other financial accommodations, including any renewals or extensions thereof, from Mortgagee and the Lenders to Mortgagor and any and all indebtedness, liabilities and obligations of any and every kind and

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nature heretofore, now or hereafter owing from Mortgagor to Mortgagee, however incurred or evidenced, whether primary, secondary, contingent or otherwise, whether arising under the Loan Documents, and any and all extensions and renewals thereof, plus all interest, costs, expenses and attorney fees which may be made or incurred by Mortgagee in the disbursement, administration or collection of such indebtedness, liabilities and obligations, and ANY FUTURE ADVANCES, WITH INTEREST THEREON, made to Mortgagor by Mortgagee, which are secured by this Mortgage pursuant to the provisions hereof, Mortgagor hereby MORTGAGES, GRANTS, WARRANTS, BARGAINS, SELLS, CONVEYS and ASSIGNS to Mortgagee, its heirs, successors, successors-in-title and assigns, a security interest in the Mortgaged Property, subject, however, to the Permitted Encumbrances; TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, its successors and assigns, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND against the lawful claims of all persons whomsoever the title to the Mortgaged Property unto Mortgagee.

THIS MORTGAGE IS GRANTED TO SECURE FUTURE ADVANCES MADE PURSUANT TO THE NOTE AND OTHER LOAN DOCUMENTS.

ARTICLE 3 **WARRANTIES, REPRESENTATIONS AND COVENANTS**

Mortgagor warrants, represents and covenants to Mortgagee and the Lenders as follows:

Section 3.1 Title to Mortgaged Property and Lien of this Instrument. Mortgagor owns the Mortgaged Property, free and clear of any liens, claims or interests, except the Permitted Encumbrances. This Mortgage creates a valid, enforceable first priority lien and security interest against the Mortgaged Property, subject to the Permitted Encumbrances. Mortgagor warrants that Mortgagor has good, marketable and insurable fee title to the Mortgaged Property, and has the full power, authority and right to execute, deliver and perform its obligations under this Mortgage.

Section 3.2 First Lien Status. Mortgagor shall preserve and protect the first lien and security interest status of this Mortgage and the other Loan Documents. If any lien or security interest other than the Permitted Encumbrances is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) take such other action with respect to such lien or security interest as required by the Loan Agreement.

Section 3.3 Payment and Performance. Mortgagor shall pay the Indebtedness when due under the Loan Documents and shall perform the Obligations in full when they are required to be performed.

Section 3.4 Replacement of Fixtures and Personalty. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is worn out or obsolete and is replaced by an article of equal or better suitability and value, owned by Mortgagor subject to the liens and security interests of this Mortgage and the other Loan Documents, and free and clear of any other lien or security interest except such as may be first approved in writing by Mortgagee.

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Section 3.5 Maintenance of Rights of Way, Easements and Licenses. Mortgagor shall maintain all rights of way, easements, grants, privileges, licenses, certificates, permits, entitlements and franchises necessary for the use of the Mortgaged Property and will not, without the prior consent of Mortgagee, consent to any public restriction (including any zoning ordinance) or private restriction as to the use of the Mortgaged Property. Mortgagor shall comply with all restrictive covenants affecting the Mortgaged Property, and all zoning ordinances and other public or private restrictions as to the use of the Mortgaged Property.

Section 3.6 Inspection. Subject to the rights of tenants under the Leases, Mortgagor shall permit Mortgagee, each Lender and Mortgagee's and the Lenders' agents, representatives and employees, upon reasonable prior notice to Mortgagor (so long as no Event of Default is then continuing in which event no such notice shall be required), to inspect the Mortgaged Property and conduct such environmental and engineering studies as Mortgagee may reasonably require in accordance with the terms and conditions of the Loan Agreement or under the Environmental Indemnity Agreement, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

Section 3.7 Other Covenants. All of the covenants in the Loan Agreement pertaining to the Mortgaged Property (whether specific to the Mortgaged Property or referring generally to the Projects) are incorporated herein by reference and are made a part of this Mortgage to the same extent and with the same force as if fully set forth herein and, together with covenants in this Article 3, shall be covenants running with the land.

Section 3.8 Condemnation Awards and Insurance Proceeds.

(a) **Condemnation Awards.** Subject to the terms and conditions of Section 3.3 of the Loan Agreement, Mortgagor assigns all awards and compensation for any condemnation or other taking, or any purchase in lieu thereof, to Mortgagee and authorizes Mortgagee to collect and receive such awards and compensation and to give proper receipts and acquittances therefor, subject to the terms of the Loan Agreement.

(b) **Insurance Proceeds.** Subject to the terms and conditions of Sections 3.1 and 3.2 of the Loan Agreement, Mortgagor (i) assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property, (ii) authorizes Mortgagee to collect and receive such proceeds, subject to the terms of the Loan Agreement, and (iii) authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly.

Section 3.9 Transfer or Encumbrance of Mortgaged Property; Due on Sale.

(a) **No Transfer.** Mortgagor shall not permit or suffer any Transfer to occur, unless specifically permitted by the Loan Agreement (subject to any notice and cure and/or lien contest rights permitted therein) or unless Mortgagee shall consent thereto in writing.

(b) **Transfer Defined.** As used in this Section 3.9, "**Transfer**" shall mean any Sale or Pledge of: (a) all or any part of the Mortgaged Property or any estate or interest therein including, but not be limited to, (i) an installment sales agreement wherein Mortgagor agrees to sell the Mortgaged Property or any part thereof for a price to be paid in installments, (ii) an

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agreement by Mortgagor leasing all or a substantial part of the Mortgaged Property for other than actual occupancy by a space tenant thereunder and its affiliates or (iii) a sale, assignment or other transfer of, or the grant of a security interest in, Mortgagor's right, title and interest in and to any Leases or any Rents; or (b) any ownership interest in (i) Mortgagor or (ii) any indemnitor or guarantor of any Obligations or (iii) any corporation, partnership, limited liability company, trust or other entity owning, directly or indirectly, any interest in Mortgagor or any indemnitor or guarantor of any Obligations.

ARTICLE 4 DEFAULT AND FORECLOSURE

Section 4.1 Remedies. If an Event of Default (as defined in the Loan Agreement) exists and is continuing, Mortgagee may, at Mortgagee's election, and on behalf of Lenders, exercise any or all of the following rights, remedies and recourses:

(a) **Acceleration.** Declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) **Entry on Mortgaged Property.** Enter the Mortgaged Property and take exclusive possession thereof, subject to the rights of the tenants under the Leases, and of all books, records and accounts relating thereto. If Mortgagor remains in possession of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) **Operation of Mortgaged Property.** Subject to the rights of any tenant pursuant to the terms of any subordination, non-disturbance and acknowledgment agreement ("**SNDA**") or if no SNDA was delivered or is self-executing pursuant to the terms of the applicable Lease, then subject to the rights of the tenants thereunder, hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or (res)isable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.7 hereof.

(d) **Foreclosure and Sale.** Institute proceedings for the complete foreclosure of this Mortgage, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. At any such sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by applicable Requirements of Law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either by law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee may be a purchaser at such sale and if Mortgagee is the highest bidder, may credit the portion of

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the purchase price that would be distributed to Mortgagee against the Indebtedness in lieu of paying cash.

(e) **Receiver.** Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7 hereof. Notwithstanding the appointment of any receiver, the Mortgagee shall be entitled to the possession and control of any cash, or other instruments held at the time by, or payable or deliverable under the terms of this Mortgage to the Mortgagee.

(f) **UCC.** Exercise any and all rights and remedies granted to a secured party upon default under the UCC, including, without limiting the generality of the foregoing: (i) the right to take possession of the personal property or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the personal property, and (ii) request Mortgagor at its expense to assemble the personal property and make it available to Mortgagee at a commercially reasonable place acceptable to Mortgagee. Any notice of sale, disposition or other intended action by Mortgagee with respect to the personal property sent to Mortgagor in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Mortgagor.

(g) **Other.** Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, subject to applicable Requirements of Law).

Section 4.2 Separate Sales. Upon an Event of Default, the Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion, may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Note, subject to applicable Requirements of Laws, and the other Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and Resort to Collateral. Mortgagee may release, regardless

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of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Loan Documents or their stature as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect, subject to applicable Requirements of Law.

Section 4.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by applicable Requirements of Law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or applicable Requirements of Law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Mortgagee's and the Lenders' election to exercise or their actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 4.6 Discontinuance of Proceedings. If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or the Lenders thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

Section 4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable Requirements of Law:

(a) to the payment of the reasonable costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation, (i) Mortgagee's and receiver's fees and expenses, (ii) court costs, (iii) reasonable attorneys' and accountants' fees and expenses, (iv) costs of advertisement, (v) insurance premiums, (vi) electricity, telephone, water and other utility costs, water charges and sewer rents and other utility governmental charges levied, assessed or imposed against the Mortgaged Property, (vii) costs and expenses with respect to any litigation affecting the Mortgaged Property, the Leases or the Rents, (viii) wages and salaries of employees, commissions of agents and attorneys' fees and expenses, (ix) the payment of all ground rent, real estate taxes and assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold, and (x) all other out of pocket carrying costs, fees, charges, reserves, and expenses whatsoever relating to the Mortgaged Property;

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(b) to the payment of all amounts (including interest), other than the unpaid principal balance of the Note and accrued but unpaid interest, which may be due to Mortgagee and/or the Lenders under the Loan Documents;

(c) to the payment of the Indebtedness and performance of the Obligations in such manner and order of preference as Mortgagee and/or the Lenders, in its or their sole discretion may determine; and

(d) the balance, if any, to the payment of the persons legally entitled thereto.

Section 4.8 Occupancy After Foreclosure. The purchaser at any foreclosure sale pursuant to Section 4.1(d) hereof shall become the legal owner of the Mortgaged Property. All occupants of the Mortgaged Property shall, at the option of such purchaser and subject to any SNDAs, become tenants of the purchaser at the foreclosure sale and shall deliver possession thereof immediately to the purchaser upon demand. It shall not be necessary for the purchaser at said sale to bring any action for possession of the Mortgaged Property other than the statutory action of forcible detainer in any justice court having jurisdiction over the Mortgaged Property.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) If any Event of Default exists, Mortgagee and the Lenders shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee or the Lenders under this Section 4.9, or otherwise under this Mortgage or any of the other Loan Documents or applicable Requirements of Law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate (as defined in the Loan Agreement), and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee and the Lenders in respect thereof, by litigation or otherwise.

Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5 hereof, the security interests under Article 6 hereof, nor any other remedies afforded to Mortgagee and/or the Lenders under the Loan Documents, at law or in equity shall cause Mortgagee or any Lender to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any Lender to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

Section 4.11 Actions and Proceedings. Mortgagee has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Mortgagor, which Mortgagee, in its

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discretion, decides should be brought to protect its interest in the Mortgaged Property.

ARTICLE 5 ASSIGNMENT OF LEASES AND RENTS

Section 5.1 Assignment. Mortgagor acknowledges and confirms that it has executed and delivered to Mortgagee an Assignment of Leases and Rents of even date herewith (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "**Assignment of Leases and Rents**"), intending that, subject to the provisions of the law of the State, such instrument create a present, absolute assignment to Mortgagee and the Lenders of the Leases and Rents. Without limiting the intended benefits or the remedies provided under the Assignment of Leases and Rents, Mortgagor hereby irrevocably and absolutely assigns to Mortgagee, as further security for the Indebtedness and the Obligations, the Leases and Rents. This is a present irrevocable and absolute assignment, not an assignment for security purposes only, and Mortgagee's right to the Leases and Rents is not contingent upon, and may be exercised without possession of, the Mortgaged Property, and without any commencement of a foreclosure or appointment of a receiver. While any Event of Default exists, Mortgagee and/or the Lenders shall be entitled to exercise any or all of the remedies provided in the Assignment of Leases and Rents and in Article 4 hereof, including, without limitation, the right to have a receiver appointed. If any conflict or inconsistency exists between the absolute assignment of the Rents and the Leases in this Mortgage and the absolute assignment of the Rents and the Leases in the Assignment of Leases and Rents, the terms of the Assignment of Leases and Rents shall control.

Section 5.2 No Merger of Estates. So long as any part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any lessee or any third party by purchase or otherwise.

ARTICLE 6 SECURITY AGREEMENT

Section 6.1 Security Interest. This Mortgage constitutes a "Security Agreement" on personal property within the meaning of the UCC and other applicable Requirements of Law and with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements. To this end, Mortgagor grants to Mortgagee, for the benefit of the Lenders, a first and prior security interest in the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements sent to Mortgagor at least five (5) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor. Mortgagee shall have all of the rights and remedies of a secured party under the UCC.

Section 6.2 Further Assurances. Mortgagor shall execute and deliver to Mortgagee,

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in form and substance satisfactory to Mortgagee, such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder and Mortgagee may cause such assurances to be recorded and filed, at such times and places as may be required or permitted by applicable Requirements of Law to so create, perfect and preserve such security interest. Mortgagor's state of organization is the State of Delaware and its chief executive office is in the State of Illinois at the address set forth in the first paragraph of this Mortgage. Mortgagor authorizes Mortgagee to file financing statements without the signature of Mortgagor thereon.

Section 6.3 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage.

ARTICLE 7 MISCELLANEOUS

Section 7.1 Limitation on Interest. The provisions of Section 12.9 (Limitation on Interest) of the Loan Agreement are incorporated herein by reference as though fully set forth herein.

Section 7.2 Notices. Any notice required or permitted to be given under this Mortgage shall be (a) in writing, (b) sent in the manner set forth in the Loan Agreement and applicable Requirements of Law, and (c) effective in accordance with the terms of the Loan Agreement.

Section 7.3 Covenants Running with the Land. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property (without in any way implying that Mortgagee or the Lenders have or will consent to any such conveyance or transfer of the Mortgaged Property). All persons or entities that may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the express prior written consent of Mortgagee.

Section 7.4 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which appointment shall be effective during the continuance of an Event of Default and which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Personalty, Fixtures, Plans and Property Agreements in favor of the grantee of any such deed and

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as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; however: (i) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (ii) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the Default Rate; (iii) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (iv) neither Mortgagee nor any Lender shall be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

Section 7.5 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior express written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 7.6 No Waiver. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 7.7 Subrogation. To the extent proceeds of the Note have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then Mortgagee (on behalf of the Lenders) shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Mortgagee (on behalf of the Lenders), provided however, that in no event shall Mortgagee be entitled to collect, pursuant to this Section 7.7, any amount in excess of the Indebtedness under the Loan Documents.

Section 7.8 Loan Agreement. If any conflict or inconsistency exists between this Mortgage and the Loan Agreement, the Loan Agreement shall govern.

Section 7.9 Release. Upon payment in full of the Indebtedness and performance in full of the Obligations, Mortgagee, at Mortgagor's expense, shall cancel and release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor, as applicable.

Section 7.10 Waiver of Stay, Moratorium and Similar Rights.

(a) Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisal, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the indebtedness secured hereby, or any agreement between Mortgagor and Mortgagee and/or the Lenders or any rights or remedies of Mortgagee and/or the Lenders.

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(b) Except for Lenders' obligations to make the Loan in accordance with the terms of the Loan Documents, neither Mortgagee nor any affiliate of Mortgagee has made any representation, warranty or statement to Mortgagor in order to induce Mortgagor to execute this Mortgage. Mortgagor hereby expressly waives any claim of fraudulent inducement to execute this Mortgage and further disclaims any reliance on or representations of Mortgagee in waiving such claim.

(c) Mortgagor and Mortgagee agree that, in connection with any action, suit or proceeding relating to or arising out of this Mortgage or any of the other Loan Documents, each mutually waives to the fullest extent permitted by applicable Requirements of Law any claim for consequential, punitive or speculative damages.

Section 7.11 Limitation on Liability. Mortgagor's liability hereunder is subject to the limitation on liability provisions of Article 13 of the Loan Agreement.

Section 7.12 Obligations of Mortgagor, Joint and Several. If more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such persons or entities hereunder shall be joint and several.

Section 7.13 GOVERNING LAW. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS. THE INVALIDITY, ILLEGALITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS MORTGAGE SHALL NOT AFFECT OR IMPAIR THE VALIDITY, LEGALITY OR ENFORCEABILITY OF THE REMAINDER OF THIS MORTGAGE, AND TO THIS END, THE PROVISIONS OF THIS MORTGAGE ARE DECLARED TO BE SEVERABLE.

Section 7.14 VENUE. MORTGAGOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. MORTGAGOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. MORTGAGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON MORTGAGOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO MORTGAGOR, AT THE ADDRESS SET FORTH IN THIS MORTGAGE AND SERVICE SO MADE SHALL BE DEEMED COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF ANY OF THE LOAN DOCUMENTS OR THE ACTS OR FAILURE TO ACT OF OR BY MORTGAGEE IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS. NOTWITHSTANDING THE

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FOREGOING, IF MORTGAGEE BRINGS ANY ACTION OR PROCEEDING IN ANY JURISDICTION OTHER THAN THE COUNTY OF COOK, STATE OF ILLINOIS, NOTHING HEREIN IS INTENDED TO PRECLUDE MORTGAGOR FROM BRINGING ANY ACTION OR RAISING ANY CLAIM OR DEFENSE IN RESPECT OF SUCH ACTION, PROCEEDING OR EXERCISE OF REMEDIES IN SUCH OTHER JURISDICTION.

Section 7.15 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 7.16 Entire Agreement. This Mortgage and the other Loan Documents and the Environmental Indemnity Agreement embody the entire agreement and understanding between Mortgagee, the Lenders, Mortgagor and the Other Borrowers and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents and the Environmental Indemnity Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 7.17 Counterparts. This Mortgage may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

Section 7.18 No Oral Change. This Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagor or Mortgagee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 7.19 Inapplicable Provisions. If any term, covenant or condition of this Mortgage is held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.

Section 7.20 Exhibits; Recitals. The information set forth on the cover and recitals hereof, and the Exhibits attached hereto, are hereby incorporated herein as a part of this Mortgage with the same effect as if set forth in the body hereof.

Section 7.21 Variable Rate Interest. Mortgagor and, by its acceptance hereof, Mortgagee, acknowledge and agree that the rate of interest charged on the principal amount of the Loan may vary from time to time as more particularly set forth in the Note, the Loan Agreement and the other Loan Documents.

ARTICLE 8 SPECIAL STATE PROVISIONS

Section 8.1 State Specific Provisions. In the event of any material inconsistencies between this Article 8 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Article 8 shall control and be binding.

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Section 8.2 Illinois Mortgage Foreclosure Act. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law, as amended (Illinois Code Ann. 735 ILCS 5/15-1101, *et seq.*) (the “**Mortgage Foreclosure Act**”), the provision of the Mortgage Foreclosure Act shall take precedence over the provision of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Mortgage Foreclosure Act. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Mortgage Foreclosure Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Mortgage Foreclosure Act 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. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Mortgage Foreclosure Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Mortgage Foreclosure Act to the full extent permitted by law. Without limitation of the foregoing, in addition to any provision of this Mortgage authorizing the Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Mortgage Foreclosure Act, to be placed in possession of the Property or, at its request, to have a receiver appointed, and such receiver, or Lender, if and when 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 5/15-1701, 5/15-1702, 5/15-1703 and 5/15-1704 of the Mortgage Foreclosure Act.

Section 8.3 Illinois Waivers. Mortgagor voluntarily and knowingly hereby acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate or residential real estate (each as defined in the Mortgage Foreclosure Act). Mortgagor, on behalf of itself and all persons or other parties now or hereafter interested in the Mortgaged Property, to the fullest extent permitted by applicable Law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Obligations secured by this Mortgage, and Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Mortgaged Property. Without limiting the generality of the preceding sentence, Mortgagor, on its own behalf and on behalf of each and every person or other party acquiring any interest in or title to the Property subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Without limiting the foregoing, Mortgagor, on its own behalf and on behalf of each and every person or other party acquiring any interest in or title to the Property subsequent to the date of this Mortgage, hereby irrevocably waives pursuant to 735 ILCS 5/15 1601 *et seq.* of the Mortgage Foreclosure Act any and all rights of reinstatement (including, without limitation, all rights of reinstatement provided for in 735 ILCS 5/15 1602) or redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage (including, without limitation, all rights of redemption provided for in 735 ILCS 5/12 122 *et seq.* and 735 ILCS 5/15 1603) or under any power contained herein or under any sale pursuant to any

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statute, order, decree or judgment of any court. Mortgagor hereby expressly waives and releases all rights to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Property and/or any other property now or hereafter constituting security for any of the Obligations marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

Section 8.4 Future Advances; Maximum Loan Amount; Priority. This Mortgage is given to secure, in part, future advances under the Note and the other Loan Documents, and shall secure not only any initial advance under the Note and the other Loan Documents, but also subsequent advances made pursuant to the Loan Documents, and any other advances, disbursements and other payments made under the Note and the other Loan Documents, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, and including advances under the Note and other Loan Documents as are made within twenty years from the date hereof, to the same extent as if all such advances were made at the time of execution of this Mortgage and although there may be no outstanding Obligations at the time any advance is made. The total amount of the Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Indebtedness hereby secured at any one time outstanding shall not exceed \$141,501,000.00, plus interest thereon, and any disbursements made for payment of taxes, special assessments or insurance on the Property, and interest on such disbursements. The maximum amount secured by this Mortgage shall not in any way imply that Mortgagee shall be obligated to advance any amount at any time. Advances of disbursements made by Mortgagee to protect the security, under the terms hereof, shall not be deemed to be optional advances. This Mortgage shall be valid and shall, to the fullest extent permitted by any applicable Law, have priority over any and all liens and encumbrances arising after this Mortgage is recorded in the recorder's office in the County in which the Land is located, including (to the extent permitted by applicable Law) statutory liens except taxes and assessments levied on the Property.

Section 8.5 Credit Agreement Act. Mortgagor expressly agrees that for purposes of this Mortgage and each and every other Loan Document: (i) this Mortgage and each and every other Loan Document shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1, *et seq.* (the "**Credit Act**"); (ii) the Act applies to this transaction including, but not limited to, the execution of this Mortgage and each and every other Loan Document; and (iii) any action on or in any way related to this Mortgage and each and every other Loan Document shall be governed by the Credit Act.

Section 8.6 Collateral Protection Act. Pursuant to the requirements of the Illinois Collateral Protection Act, 815 ILCS 180/1, *et seq.* ("**Collateral Protection Act**"), Mortgagor is hereby notified as follows: Unless the Mortgagor provides the Mortgagee with evidence of the insurance coverage required by this Mortgage, the Note or any of the other Loan Documents, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Mortgaged Property or any other collateral for the Indebtedness or Obligations. This insurance may, but need not protect Mortgagor's interests. The coverage the Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property or any other collateral for the Indebtedness or Obligations. Mortgagor may later cancel any insurance purchased by Mortgagee but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage,

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the Note or any of the other Loan Documents. If Mortgagee purchases insurance for the Mortgaged Property or any other collateral for the indebtedness or obligations, Mortgagor will be responsible for the costs of that insurance, including interest in any other charges that Mortgagee may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding indebtedness. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

Section 8.7 Promissory Note Maturity Date. The Note is payable to the order of Mortgagee and is due and payable in full, if not sooner paid, on or before January 24, 2024, unless otherwise extended pursuant to the terms of such Note or the Loan Agreement, subject to acceleration as provided in the Note, this Mortgage, the Loan Agreement or the other Loan Documents, defined herein.

Section 8.8 Reasonable Expenses. All reasonable expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510(b) and 15-1512 of the Mortgage Foreclosure Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

[Signature Page Follows]

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EXHIBIT A

Legal Description

PARCEL 1:

LOT 7 IN BARRINGTON SQUARE RESUBDIVISION NO. 3, BEING A SUBDIVISION OF LOTS 1-5 IN BARRINGTON SQUARE RESUBDIVISION NO. 2 AND LOT 3 IN BARRINGTON SQUARE RESUBDIVISION NO. 1 IN THE VILLAGE OF HOFFMAN ESTATES, AND OF PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 12, 2019 AS DOCUMENT NUMBER 1907106066 AND SURVEYOR'S CERTIFICATE OF CORRECTION FOR THE FINAL PLAT OF BARRINGTON SQUARE RESUBDIVISION NO. 3 RECORDED APRIL 9, 2019 AS DOCUMENT NUMBER 1909934168, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS GRANTED BY THE PLAT OF EASEMENT RECORDED APRIL 1, 1999 AS DOCUMENT NUMBER 99316593, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 GRANTED IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED JULY 1, 2015 AS DOCUMENT NUMBER 1518250064 AND RE-RECORDED NOVEMBER 9, 2015 AS DOCUMENT NUMBER 1531329036; AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED FEBRUARY 19, 2016 AS DOCUMENT NUMBER 1605029018; AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED MAY 10, 2019 AS DOCUMENT NUMBER 1913017077, IN COOK COUNTY, ILLINOIS.

Common Address: 2359 Hassell Road, Hoffman Estates, IL

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