

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1933113096

Doc# 1933113096 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/27/2019 02:55 PM PG: 1 OF 2

The property identified as: **PIN:** 16-14-417-010-0000

Address:

Street: 931 S. Homan Ave.

Street line 2:

City: Chicago

State: IL

ZIP Code: 60624

Lender: IFF

Borrower: Foundation for Homan Square

Loan / Mortgage Amount: \$287,389.00

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.

11908203 1 of 1

Near North National Title
222 N. LaSalle
Chicago, IL 60601

Certificate number: 0C1E809A-2C1A-4025-AE6A-58FCE0C8F5A9

Execution date: 11/26/2019

S ✓
P 20
S L
M A
SC ✓
E A
INT B
20



UNOFFICIAL COPY

Loan #18178

This instrument was prepared by
and after recording return to:

IFF

Attention: Closing and Escrow
333 S. Wabash Ave., Suite 2800
Chicago, IL 60604

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

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, (the "Mortgage") is effective as of November 26, 2019, between FOUNDATION FOR HOMAN SQUARE, an Illinois not for profit corporation, with an address at 906 S. Homan Avenue, Chicago, IL 60623, herein referred to as "Mortgagor," and IFF, an Illinois not for profit corporation, with an address of 333 South Wabash Avenue, Suite 2800, Chicago, Illinois 60604, together with its successors and assigns, herein referred to as "Mortgagee."

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee upon a Promissory Note dated as of November 26, 2019, in the principal sum of TWO HUNDRED EIGHTY SEVEN THOUSAND THREE HUNDRED EIGHTY NINE and NO/100 DOLLARS (\$287,389.00), payable to the order of and delivered to Mortgagee, (as the same may from time to time be amended, restated, modified, replaced, supplemented or extended, the "Note," all capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Note), by which Note Mortgagor promises to pay to the holders of the Note the principal sum and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on the Maturity Date. All of the principal and interest payments are to be made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mortgagee at 333 South Wabash Avenue, Suite 2800, Chicago, Illinois 60604 (or such other address of which Mortgagee provides written notice to Mortgagor in the future);

NOW, THEREFORE, to secure the payment and satisfaction of the Obligations (as such term is hereinafter defined), subject in each case to Permitted Liens, and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, Mortgagor does by these presents MORTGAGE, ASSIGN, TRANSFER, SET OVER, CONVEY AND WARRANT unto Mortgagee, and Mortgagee's successors and assigns, all of Mortgagor's right, title and interest in and to the real estate described on the attached

UNOFFICIAL COPY

Exhibit A, situated in the City of Chicago, County of Cook, in the State of Illinois (the “Real Estate”);

TOGETHER WITH: all right, title and interest, if any, including any after-acquired right, title, and interest and including any right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to: (a) all buildings, structures, improvements, tenements, easements, roads and alleys, development, air and water rights, fixtures, equipment, and appurtenances belonging to the Real Estate; (b) all current and future leases, subleases, licenses and occupancy agreements (collectively, “Leases”), and all rents, issues, deposits (including, without limitation, security deposits), income and profits of and from the Leases and the Real Estate (collectively, “Rents”), which Rents are pledged primarily and on a parity with the Real Estate and not secondarily; (c) all goods, furniture, apparatus, equipment, inventory, general intangibles and other personal property to the extent used in or on the Real Estate or in connection with the operation thereof; (d) all building materials, building supplies, work in process, contract rights related to the construction, rehabilitation, conversion or improvement of the Real Estate or any of the foregoing; (e) all insurance policies, insurance proceeds and condemnation awards related to the Real Estate; (f) all permits, approvals, licenses and authorizations related to the Real Estate; (g) all contract rights, agreements and general intangibles relating to the Real Estate or any of the foregoing; (h) all of Mortgagor’s books and records relating to the foregoing; and (i) all additions to, replacements of, and all issues, products and proceeds of the property described in the foregoing clauses (a) through (h). All of the items listed are declared to be a part of the Real Estate whether physically attached to the Real Estate or not, and it is agreed that all similar apparatus, equipment, fixtures or other personal property from now on placed in or on the Real Estate by Mortgagor or its successors or assigns, and all replacements, additions, issues, products and proceeds thereto and thereof after the date of this Mortgage shall be considered as constituting part of the Real Estate. The property described in this paragraph, together with Mortgagor’s interest in the Real Estate, are hereinafter collectively referred to as the “Premises.”

TO HAVE AND TO HOLD the Premises unto Mortgagee, and Mortgagee’s successors and assigns, forever, for the purposes and uses set forth in this Mortgage, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagor does expressly release and waive.

“Loan Documents,” as such term is used herein, shall mean the Note, this Mortgage, and any and all other instruments and documents executed and delivered by Mortgagor in connection therewith.

“Obligations,” as such term is used herein, shall mean (a) the payment of all principal, interest, and other items payable in accordance with the terms, provisions, and limitations of the Note, including, without limitation, any future advances as further described in Section 28 hereof; (b) the payment and performance of all liabilities, obligations, covenants, and agreements contained in this Mortgage and any of the other Loan Documents to be paid or performed by Mortgagor (or Borrower under the Note, if Mortgagor is not the Borrower) in accordance with their terms; and (c) the payment and performance of the covenants and

UNOFFICIAL COPY

agreements to be performed by Mortgagor under any other promissory notes, instruments, agreements or other documents (including, without limitation, other security instruments and all Loan Documents), which may hereafter be held by Mortgagee, in accordance with their terms.

MORTGAGOR FURTHER COVENANTS, AND AGREES AS FOLLOWS:

1. Repair; Restoration, Compliance With Law; Inspection. Mortgagor shall: (a) promptly repair, restore, and rebuild any buildings or improvements (or portions thereof) now or hereafter on the Premises which may become damaged or be destroyed, ordinary wear and tear, casualty and condemnation excepted; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly permitted in the Loan Documents; (c) pay when due any indebtedness or other obligations of Mortgagor which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of the prior lien to Mortgagee; (d) comply in all material respects with all laws, codes, statutes, rules, ordinances, regulations or other requirements of governmental authorities (including, without limitation, the Americans With Disabilities Act) (collectively, "Laws") with respect to Mortgagor or the Premises or the use of the Premises; and (e) make no material alterations in the Premises except as required by Law or the terms of the Loan Documents or approved by Mortgagee. Mortgagee shall have the right, upon reasonable prior notice, to inspect the Premises together with all of Mortgagor's books and records at all reasonable times.

2. Real Estate Taxes. Mortgagor shall cause such action to be taken as may be required to cause the Premises to be exempt from taxation under the laws of the State of Illinois and Cook County, such exemption to be effective no later than one (1) year from the date of this Mortgage. Mortgagor shall cause such action to be taken as may be required to maintain the tax exempt status of the Premises. Mortgagor shall provide a copy of the annual tax exemption affidavit filed with respect to the Premises with the County Assessor (or similar appropriate office) within forty-five (45) days after the end of Mortgagor's fiscal year. If the Premises is not tax exempt, Mortgagor shall cause all general taxes to be paid before any penalty attaches, and shall cause all special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises to be paid when due, and shall, upon written request, furnish to Mortgagee duplicate receipts for those payments. Mortgagor shall cause to be paid in full under protest, in the manner provided by statute, any tax or assessment which is being contested, and failure to do so shall constitute a Default.

3. Other Taxes. In the event of the enactment after this date of any Law deducting from the value of land for the purpose of taxation any lien on the Premises, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured by this Mortgage or the holder of this Mortgage, then Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee such the taxes or assessments; provided, however, that if in the reasonable opinion of Mortgagee: (a) it might be unlawful to require

UNOFFICIAL COPY

Mortgagor to make the payment; or (b) the making of the payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may elect, by written notice given to Mortgagor, to declare all of the indebtedness secured by this Mortgage to be due and payable sixty (6) days from the date of such notice. If, by the laws of the United States of America or of any state having jurisdiction on the Premises, any tax is due or becomes due in respect of the Note, Mortgagor shall pay such tax in the manner required by such law.

4. Protective Advances. Upon the occurrence and during the continuance of a Default, Mortgagee may, but need not: make any payment or perform any act required of Mortgagor in respect of the Premises in any form and manner deemed expedient, and, in addition thereto, may, but need not, make full or partial payments of principal or interest on prior or subordinate encumbrances, if any; purchase, discharge, compromise or settle any tax lien or other prior or subordinate lien, title, or claim on the Premises; redeem from any tax sale or forfeiture affecting the Premises; contest any tax or assessment affecting the Premises; pay any insurance premium, or make any other payment or perform any other act or obligation in each case relating to the Premises necessary or expedient, in Mortgagee's reasonable discretion, to protect the Premises and Mortgagee's interest therein. All amounts paid by Mortgagee for any of the purposes authorized above and all expenses paid or incurred by Mortgagee in connection with the purposes authorized above, including reasonable attorney's fees and expenses, and any other moneys advanced by Mortgagee to cure any Default under the Mortgage or protect the Premises and Mortgagee's lien on the Premises, shall be additional indebtedness secured by this Mortgage and shall become immediately due and payable without notice and with interest charged at the lesser of the Default Rate (as such term is defined in the Note) or the highest rate permitted under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of the occurrence of any Default. Mortgagee making any payment authorized by this Mortgage relating to taxes or assessments, may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement, or estimate or into the validity of the tax, assessment, sale, forfeiture, tax lien, title, or claim.

5. Provisions Regarding Assignment of Leases and Rents. Mortgagor intends that the assignment of Leases and Rents set forth herein shall constitute a present, absolute and unconditional assignment, and not an assignment for additional security only. Notwithstanding the foregoing, subject to the terms of this paragraph, Mortgagee grants to Mortgagor an exclusive and revocable license to operate and manage the Premises and to collect the Rents so long as no Default has occurred and is continuing. Upon the occurrence and during the continuance of a Default, the license granted to Mortgagor herein shall automatically be revoked, and Mortgagee shall immediately be entitled to receive and apply all Rents in accordance with the Loan Documents, whether or not Mortgagee enters upon and takes control of the Premises. The foregoing assignment to Mortgagee shall not be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any of the Leases.

6. Impounds. If a monetary Default has occurred and is continuing, at Mortgagee's election, Mortgagor shall monthly deposit with Mortgagee such sums as Mortgagee may reasonably require for payment of such taxes, insurance, and assessments on the Premises; and Mortgagee shall timely pay the same on Mortgagor's behalf. If the amount held by

UNOFFICIAL COPY

Mortgagee or Mortgagee's agent on account of taxes, insurance and/or assessments exceeds the amount required for payment of those items, together with a reasonable reserve, said excess shall be refunded to Mortgagor in the normal course of Mortgagee's or Mortgagee's agent's business. No deposit shall bear any interest.

7. Modification of Obligations. If the payment of, or on account of, the Obligations or any part thereof is modified, extended or varied or if any part of the security therefor is released, in each case, in accordance with the Loan Documents, all persons now or at any time liable therefor, or interested in the Premises, shall be held to assent to such modification, extension, variation or release, and their liability and the lien and all provisions of this Mortgage shall continue in full force and effect (except to the extent that such liability has been discharged, including as a result of payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been made) or such lien has been so released), the right of recourse against all persons being expressly reserved by Mortgagee, notwithstanding such modification, extension, variation, or release.

8. Release. Mortgagee shall release this Mortgage and the lien of this Mortgage by proper instrument upon indefeasible payment and discharge of all of the Obligations (other than contingent indemnification obligations for which no claim has been made) or any other disposition of property or other release of such property from the Premises, as permitted by the Loan Documents, and the payment of a reasonable fee to Mortgagee for the execution of such release.

9. Insurance and Casualty. (a) Mortgagor shall maintain or cause to be maintained during the term of the Loan:

(i) Fire and extended coverage insurance (including, without limitation, windstorm, explosion, and such other risks usually insured against by owners of like properties) on the Premises in an amount equal to one hundred percent (100%) of the full replacement cost of the Premises;

(ii) Comprehensive public liability insurance against claims for personal injury, including, without limitation, bodily injury, death, or property damage occurring on, in, or about the Premises in an amount of not less than \$1,000,000.00 with respect to personal injury or death to one or more persons and \$500,000.00 with respect to damage to property, and with "umbrella" liability coverage of not less than \$1,000,000.00, or such greater amounts as may from time to time be reasonably required by Mortgagee;

(iii) If the Premises is located in a Zone A or Zone B flood hazard zone, flood plain insurance in an amount satisfactory to Mortgagee, but in no event less than one hundred percent (100%) of the full insurable value of the Premises and the personal property contained therein; and

(iv) For so long as any construction is being performed on the Premises: (A) "All Risk, Builders' Risk Completed Value Non-Reporting Form" insurance in an amount equal to 100% of the completed insurable value of the Premises, with extended coverage; (B) for the general contractor (and/or, if appropriate, subcontractors) workmen's compensation, employees'

UNOFFICIAL COPY

liability and comprehensive liability insurance (including contractual liability) with limits of \$1,000,000.00 with respect to personal injury or death for one or more persons; and (C) for the architect, professional liability insurance in form and amounts satisfactory to Mortgagee.

All insurance shall be written by companies and on forms with endorsements reasonably satisfactory to Mortgagee, all with suitable loss payable and standard noncontribution mortgage clauses in favor of Mortgagee (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) attached, and originals or certified copies of certificates of insurance evidencing such policies shall be kept constantly deposited with Mortgagee. At such times as Mortgagee shall reasonably request, Mortgagor shall cause Mortgagor's insurer to provide an opinion letter to Mortgagee stating that Mortgagor's insurance policies are in compliance and fulfill all of the requirements of this section. All policies shall provide for, and the certificates of insurance delivered to Mortgagee shall reflect, the insurer's agreement to provide, among other things, written notice to Mortgagee of the expiration or any anticipated cancellation of any insurance policies at least thirty (30) days prior to such event occurring. Not less than thirty (30) days prior to the expiration of any policy, a certified copy of a certificate of insurance evidencing the renewal policy shall be deposited with Mortgagee.

(b) In case of loss or casualty to any portion of the Premises, Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Obligations hereby secured, whether due or not then due, or, at Mortgagee's sole and absolute option, Mortgagee may allow Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the Premises. If such proceeds are released to Mortgagor for the purpose of restoring the Premises, then such disbursement shall be subject to the following conditions and procedures: (i) There shall be no Default under this Mortgage; (ii) Mortgagee shall be satisfied that the Premises can be restored to an economic unit of substantially the same value and use as existed prior to the casualty; (iii) Such proceeds shall have been deemed sufficient by Mortgagee to pay all costs of, and expenses incidental to, such repair or restoration and, if such proceeds shall be deemed insufficient to pay same, Mortgagor shall have deposited with Mortgagee or such escrow agent such additional sums as Mortgagee deems necessary, in its reasonable judgment, when combined with such proceeds, to pay such costs and expenses; (iv) The repair or restoration can be substantially completed before the maturity of the Obligations; (v) Mortgagee shall be entitled to deduct from each such advance all costs reasonably incurred by Mortgagee in connection with such advance; (vi) The improvements on the Premises shall not have been damaged to the extent of seventy-five percent (75%) or more of the value of such improvements, and there shall be at least twelve (12) months before the maturity of the Obligations; (vii) Mortgagor shall not be entitled to interest on any proceeds held by Mortgagee; and (viii) Mortgagee shall not be deemed a fiduciary, and shall have no obligation to restore or repair the Premises. If these conditions cannot be satisfied, in Mortgagee's sole discretion, then Mortgagee may at its option apply the insurance proceeds to the Obligations, in accordance with the terms of the Loan Documents.

(c) Mortgagor shall notify Mortgagee, in writing, of any casualty or loss to the Premises and Mortgagor hereby directs each insurance company to make payment for the loss directly and solely to Mortgagee; and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall be held in trust for Mortgagee and promptly delivered in the form received (except for any necessary endorsements) to Mortgagee.

UNOFFICIAL COPY

(d) In addition to other remedies available under this Mortgage, if after Mortgagee's reasonable request, Mortgagor fails to provide Mortgagee with evidence of the foregoing insurance coverage required to be carried by Mortgagor under this Mortgage, Mortgagee may purchase such insurance at Mortgagor's expense for the purpose of protecting Mortgagee's interest in the Premises. Any insurance purchased by Mortgagee may, but need not, protect the interest of Mortgagor in the Premises. The insurance coverage purchased by Mortgagee may or may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Provided that Mortgagee has not commenced foreclosure proceedings, elected to accelerate the amounts due and owing under the Note, and a Default has not otherwise occurred and is continuing, 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. If Mortgagee purchases insurance for the Premises, Mortgagor shall be liable and shall reimburse Mortgagee for the costs of that insurance, including, but not limited to the interest, labor charges, and other charges that Mortgagee reasonably imposes in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of insurance purchased by Mortgagee may be added to the total outstanding balance or obligation secured by this Mortgage and evidenced by the Note. The costs of the insurance purchased by Mortgagee may exceed the cost of insurance Mortgagor would otherwise be able to obtain.

10. Condemnation. If all or any part of the Premises shall be taken through condemnation, and the taking would, in the reasonable judgment of Mortgagee, render the Premises not reasonably accessible or not in compliance with applicable Laws by reason of insufficient lot area, parking spaces, or otherwise, Mortgagee shall be entitled to all awards (which term when used in this Mortgage shall include all compensation, awards, damages, claims, rights of action, proceeds, and other payments of relief) of, or on account of, any damage or taking through condemnation of the Premises, or any part of the Premises (to the extent of the amount outstanding under the Note), and is hereby authorized, at its option, to commence, appear in, and prosecute in its own or Mortgagor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection with any action or proceeding. All awards and the right to those awards are included in the Premises, and Mortgagee, shall apply such net proceeds in accordance with the terms of the Loan Documents. In the event any net proceeds remain thereafter, such net proceeds shall be paid to Mortgagor. Mortgagor agrees to execute further assignments of any awards as Mortgagee may reasonably require.

11. No Transfer; Due on Sale. Subject to Permitted Liens, Mortgagor shall not, without Mortgagee's prior written consent (which consent may be withheld in Mortgagee's sole and absolute discretion), whether directly, indirectly, by operation of law or otherwise, transfer, sell, convey, alien, pledge, hypothecate, encumber, lease, sublease, or mortgage all or any portion of the Premises (or any beneficial interest in the land trust, if title to the Premises is held by a land trust) or any legal or equitable interest in the Premises (or the beneficiary of the land trust, if title to the Premises is held by a land trust) (any of the foregoing being a "Transfer"), regardless of form. Any violation of the foregoing provisions of this Section 11 may, at the option of Mortgagee, immediately be deemed a Default. Subject to Permitted Liens, Mortgagor shall not suffer or permit the Premises, or any portion of the Premises, to be used by any individual, entity, or the public, in any manner that would reasonably be expected to materially

UNOFFICIAL COPY

impair Mortgagor's title to the Premises, or any portion of the Premises, or in such a manner that results in a claim or claims of easement by prescription or adverse possession by the public, or of implied dedication of the Premises or any portion of the Premises.

12. Indemnification. Mortgagor shall defend, indemnify, save, and hold harmless Mortgagee from and against, and promptly pay to, or reimburse Mortgagee for, all loss, cost, expense, and liability Mortgagee suffers or incurs (regardless of whether contingent, direct, consequential, liquidated, or unliquidated), including, but not limited to, all reasonable attorneys' fees, expenses and court costs, incurred by or asserted against Mortgagee resulting from, arising out of, relating to, or caused by any action or inaction of Mortgagor, or any condition existing on, under, or in the Premises, including, without limitation, the following: (a) the breach or inaccuracy of any representation, warranty, agreement, or covenant of Mortgagor set forth in the Note, this Mortgage, or any other document executed in connection with the Loan; (b) the release or threatened release (as such terms are used in CERCLA, 42 U.S.C. 9607 (a)(4)) of any waste, pollutant, hazardous or toxic substance or waste, special waste, petroleum, petroleum-based substance or waste, product or by-product, or any constituent of any such substance, waste or product (collectively, "Contaminant") in, under, above, on, at or from the Premises into the indoor or outdoor environment; (c) the off-site migration, at any time of any Contaminant located in or on the Premises; or (d) the presence of asbestos or asbestos-containing material, lead, petroleum, petroleum products or any other Contaminant in, under, above, on, at or from the Premises.

Notwithstanding anything set forth herein to the contrary, Mortgagor shall have no obligation to indemnify the Mortgagee for any claim that is the result of (x) the gross negligence, bad faith or willful misconduct of Mortgagee or its affiliates, employees or representatives, or (y) the material breach of IFF's obligations in its capacity as manager under that certain Amended and Restated Management Agreement dated as of January 1, 2018, between Mortgagor and IFF, as amended by that certain First Amendment to Management Agreement, dated as of the date hereof. Mortgagor shall have no obligation to indemnify Mortgagee from and after the date of (1) the full performance by Mortgagor of all of its obligations under the Loan Documents, including payment in full by Mortgagor of all Obligations pursuant to the terms of the Loan Documents, either at the maturity date of the Obligations or by voluntary prepayment, or (2) Mortgagee takes title to the Premises by foreclosure, deed in lieu of foreclosure or otherwise.

13. Additional Covenants. Mortgagor also covenants and agrees as follows:

(a) Mortgagor shall pay and perform each obligation of "Borrower" under the Note in accordance with the terms thereof;

(b) maintain and preserve the lien of this Mortgage, subject to Permitted Liens, until the earlier of (i) all of the Obligations have been fully satisfied (other than contingent indemnification obligations for which no claim has been made), (ii) the Loan Documents have terminated pursuant to its express terms, or (iii) the lien of this Mortgage is released pursuant to the terms hereof;

UNOFFICIAL COPY

(c) Mortgagor shall use the proceeds of the Loan for the purpose of renovation of the Premises and for no other purpose;

(d) Mortgagor shall carry on any construction permitted by this Mortgage, in compliance with all applicable Laws; and

(e) Mortgagor shall promptly give written notice to Mortgagee of: (i) any action or event of which it has knowledge that may materially or adversely affect its ability to pay, or perform any of the Obligations, (ii) any action or event of which it has knowledge that may materially or adversely affect the value of the Premises, and (iii) any notice of default or other material notice received or given in connection with any other mortgage, lease, or agreement encumbering the Premises.

14. Representations and Warranties. Based solely upon, and relying upon the representations and warranties of IFF, in its capacity as manager of the Premises, Mortgagor represents and warrants the following as of the date of this Mortgage and agrees that the following shall be true and correct at all times during the term of this Mortgage, in each case subject to Permitted Liens:

(a) Mortgagor is seized of an indefeasible estate in fee simple to the Premises and has good right, full power, and lawful authority to mortgage and pledge the same as provided in this Mortgage, and Mortgagor may at all times peaceably and quietly enter upon, hold, occupy, and enjoy the Premises in accordance with the terms of this Mortgage;

(b) There are no actions, suits, or proceedings pending, or, to the best of Mortgagor's knowledge, threatened, against or affecting Mortgagor or the Premises;

(c) Electric, sewer, water, telephone facilities and any other necessary utilities are or after completion of construction will be, and Mortgagor shall cause those facilities at all times to be, available in sufficient capacity to service the Premises satisfactorily, and any easements necessary to the furnishing of utility service to the Premises have been or will be obtained and duly recorded or registered;

(d) Mortgagor has obtained all necessary consents, approvals, licenses, and permits in connection with the Premises, and any construction contemplated to be performed on the Premises, and the granting of this Mortgage, and the Premises complies in all material respects with applicable zoning laws and regulations;

(e) The Premises complies in all respects with all applicable Laws;

(f) Mortgagor is not in default under any other mortgage encumbering the Premises;

(g) There are no outstanding options or agreements to purchase or rights of first refusal to purchase affecting the Premises, and Mortgagor has not received written or verbal notice that (i) a taking or condemnation has been commenced or is contemplated with respect to all or any portion of the Premises, or (ii) a relocation of roadways providing direct access to the Premises has been commenced or is contemplated;

UNOFFICIAL COPY

(h) The Premises is assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a part of such lot or lots, and no other land or improvements not constituting part of the Premises is or will be assessed and taxed together with the Premises or any portion thereof; furthermore, there are no pending or, to the knowledge of Mortgagor, proposed special or other assessments for public improvements or otherwise affecting the Premises, nor, to the knowledge of Mortgagor, are there any contemplated improvements to the Premises that may result in such special or other assessments; and

(i) To the best of Mortgagor's knowledge, information and belief, the Premises is not in violation of any applicable federal, state or local environmental laws or regulations ("Environmental Laws"), (ii) no hazardous substances (as defined under Environmental Laws) ("Hazardous Substances") are located on or have been handled, generated, stored, processed or disposed of on or released or discharged from the Premises (including underground contamination) except for those *de minimis* substances used by Mortgagor or its tenants in the ordinary course of its or their business or occupancy and in compliance with all Environmental Laws; (iii) the Premises is not subject to any private or governmental lien or judicial or administrative notice or action relating to Hazardous Substances; (iv) there are no existing or closed underground storage tanks or other underground storage receptacles for Hazardous Substances on or under the Premises; and (v) Mortgagor has received no notice of, and to the best of Mortgagor's knowledge, information and belief, there exists no investigation, action, proceeding or claims by any governmental agency for any liability, penalty, sanction or judgment under any Environmental Laws with respect to any condition, use or operation of the Premises, nor does Mortgagor know of any basis for such a claim.

15. Title; Liens. The Mortgagor represents and warrants that, as of the date hereof, Mortgagee owns good and marketable fee simple title to the Premises, subject to no monetary liens other than this Mortgage, taxes not yet due and payable, Permitted Liens and any other liens and encumbrances expressly approved by Mortgagee in writing. Mortgagor represents and warrants that no mechanics', laborers', materialmen's, statutory, or other lien or encumbrance, other than the liens set forth in the previous sentence, and utility easements, have been created upon or against the Premises, and Mortgagor agrees that it shall not permit or suffer any liens or encumbrances of any kind, other than as set forth in this section, to be filed against the Premises for so long as any Obligations are outstanding. Notwithstanding the foregoing, Mortgagor may, with Mortgagee's prior written consent, allow mechanics' or other such liens (including real estate tax liens existing due to the contest of the assessment) to exist upon the Premises for so long as Mortgagor: (i) is, in good faith and by appropriate proceeding, contesting the validity, applicability or amount of the lien, (ii) delivers to Mortgagee security adequate (in Mortgagee's sole discretion) to protect Mortgagee's lien position on the Premises; and (iii) promptly pays any amount adjudged by a court of competent jurisdiction to be due, no later than the date such adjudication becomes final.

16. Remedies Upon Default. (a) Upon the occurrence and during the continuance of a Default (as such term is defined in the Note and this Mortgage), at the option of Mortgagee and without notice to Mortgagor (except as may be required by applicable law), all Obligations secured by this Mortgage shall become due and payable immediately and without further notice.

UNOFFICIAL COPY

(b) When the Obligations become due, whether by acceleration or otherwise, upon the occurrence and during the continuance of a Default, Mortgagee shall have the right to foreclose the lien of this Mortgage in accordance with applicable law. Without limitation of the foregoing, this Mortgage shall constitute a security agreement with respect to the personal property encumbered hereby and Mortgagee shall have all rights as a "Secured Party" under the Uniform Commercial Code. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees and expenses, appraiser's fees, taxes, assessments, and insurance premiums paid by Mortgagee, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be reasonably estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches, title examinations, environmental reports, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the suit or to evidence to bidders at any sale which may be had pursuant to the decree the true condition of the title to or the value of the Premises. All such expenditures and expenses set forth in this section shall become additional indebtedness secured by this Mortgage and immediately due and payable, with interest charged at the Default Rate (as such term is defined in the Note), when paid or incurred by Mortgagee in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any of the Obligations; (ii) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security of this Mortgage.

(c) The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, all costs and expenses related to the foreclosure proceedings, including all such items mentioned in the preceding subsection; second, all Obligations other than principal and interest; third, all interest accrued and unpaid on the Note; fourth, all principal unpaid on the Note; and fifth any remainder to Mortgagor or as otherwise directed by a court of competent jurisdiction.

(d) Upon, or any time after, the filing of a complaint to foreclose this Mortgage the court in which the complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be occupied as a homestead or not, and Mortgagee may be appointed as the receiver. So long as the Default exists and is continuing, such receiver shall have power to collect the rents, issues, and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the Rents, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of the period. The court from time to time may authorize the receiver to apply the net income in payment in whole or in part of: (i) the indebtedness secured by this Mortgage, or by any decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be

UNOFFICIAL COPY

or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to foreclosure sale; and (ii) the deficiency in case of a sale and deficiency.

(e) In addition to any provision of this Mortgage permitting Mortgagee to take possession of the Premises, or for the appointment of a receiver, upon the occurrence and during the continuance of a Default, Mortgagee shall have the right, in accordance with applicable law, to be placed in the possession of the Premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties and provisions granted to receivers under applicable law.

(f) No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note secured by this Mortgage.

(g) Upon any foreclosure sale made pursuant to the terms of this Mortgage, Mortgagee may (i) bid for and purchase all or any portion of the Premises and, upon compliance with the terms of the sale and applicable law, may hold, retain, and possess and dispose of such property in its own absolute right without further accountability, or (ii) apply any or all of the Obligations toward the purchase price paid by Mortgagee at the foreclosure sale.

(h) Mortgagor agrees, to the full extent permitted by law, that upon the occurrence and during the continuance of a Default, neither Mortgagor nor anyone claiming through or under it shall set up, claim, or seek to take advantage of any appraisal, valuation, stay, or extension laws or any so-called "Moratorium Laws," now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises, or the final and absolute putting into possession of the Premises, immediately after such sale, of the purchaser thereat, and Mortgagor, for itself and all who may at any time claim through or under them, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Premises marshaled upon any foreclosure of the lien of this Mortgage pursuant to the terms of this Mortgage, and agrees that Mortgagee, or any court having jurisdiction to foreclose the lien, may sell the Premises in part or as an entirety in accordance with the terms of this Mortgage. To the full extent permitted by law, for the duration of this Mortgage, Mortgagor voluntarily and knowingly waives any and all rights of reinstatement, and any and all rights of redemption to the extent permitted under applicable law, on its own behalf, and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. Mortgagor agrees, to the extent permitted by law, that no recovery of any judgment by Mortgagee, and no attachment or levy of execution upon any of the Premises or any other property of Mortgagor, shall in any way affect the lien of this Mortgage upon the Premises, or any part of the Premises, or any lien, rights, powers, or remedies of Mortgagee under this Mortgage, but the lien, rights, powers, and remedies shall continue unimpaired as before, subject to Permitted Liens, until the Obligations are paid in full (other than contingent indemnification obligations for which no claim has been made) or such liens are released in accordance with the terms of the Loan Documents.

UNOFFICIAL COPY

(i) Nothing herein contained shall be construed as constituting Mortgagee a “mortgagee in possession” in the absence of the taking of actual possession of the Premises by Mortgagee.

(j) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon the occurrence and during the continuation of a Default of Mortgagor which are more limited than the rights that would otherwise be vested in the Mortgagee under applicable law in the absence of said provision including, without limitation, the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq., Mortgagee shall be vested with the rights granted under such law to the full extent thereof.

17. No Waiver. No delay or omission of Mortgagee to exercise any right, power, or remedy accruing upon and during the continuance of any Default shall exhaust or impair any right, power, or remedy, or be construed to waive any Default or to constitute acquiescence therein. Every right, power, and remedy given to Mortgagee may be exercised from time to time and as often as deemed expedient by Mortgagee. No waiver of any Default under this Mortgage shall extend to or affect any subsequent Default or any other Default then existing, or impair any rights, powers, or remedies consequent. If Mortgagee (without limitation): (a) grants forbearance or an extension of time for the payment of any sums secured by this Mortgage; (b) takes other or additional security for the payment of sums secured by this Mortgage; (c) waives or does not exercise any right granted in the Note or this Mortgage; (d) releases any part of the Premises from the lien of this Mortgage; (e) consents to the filing of any map, plat, or replat of the land; (f) consents to the granting of any easement on the land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge of this Mortgage, no such act or omission shall otherwise release, discharge, modify, change, or affect the Obligations, except for any such release, discharge, modification, change or affect made in accordance with the terms of the Loan Documents, and except for payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been made). No such act or omission shall preclude Mortgagee from exercising any right, power, or privilege granted in this Mortgage or intended to be granted upon the occurrence of any Default then existing or upon the subsequent occurrence of any Default, nor shall the lien of this Mortgage be altered, except to the extent of any releases as described in subparagraph (d), above, of this Section or as otherwise provided herein or in any other Loan Document.

18. Remedies Not Exclusive. No right, power, or remedy conferred upon or reserved to Mortgagee by the Note or this Mortgage is exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to every other right, power, and remedy given under this Mortgage, the Note, or any document in connection with this Mortgage now or hereafter existing, or at law or in equity.

19. Default Rate. If a Default shall have occurred and be continuing that remains unwaived, principal and interest under the Note and all other outstanding and unpaid Obligations shall bear interest at the Default Rate (as such term is defined in the Note).

UNOFFICIAL COPY

20. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in the Note or this Mortgage shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained in this Mortgage or in the Note shall be in no way affected, prejudiced, or disturbed.

21. Modifications to this Mortgage. Neither this Mortgage nor any term of this Mortgage may be changed, waived, discharged, or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening, junior, or subordinate lien or encumbrance.

22. Governing Law. This Mortgage shall be construed, interpreted, enforced, and governed by and in accordance with the internal laws (as opposed to the conflict of laws principles) of the State of Illinois.

23. Further Assurances. At any time and from time to time, upon the Mortgagee's reasonable request, Mortgagor shall make, execute, and deliver, or cause to be made, executed, and delivered, to Mortgagee, and where appropriate shall cause to be recorded, registered, or filed, and from time to time thereafter to be re-recorded, re-registered, and re-filed at such time and such offices and places as shall be deemed desirable by Mortgagee, any and all further mortgages, instruments of further assurance, certificates, and other documents as the Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as lien and security interest upon all of the Premises, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title, or interest under this Mortgage. Upon any failure by Mortgagor to do so, after having been reasonably requested to do so in writing by Mortgagee, Mortgagee may make, execute, record, register, file, re-record, re-register, or re-file any and all such mortgages, instruments, certificates, and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor (which agency is coupled with an interest) to do so. The lien and security interest of the document(s) shall automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Premises or any part of the Premises. Without limitation of the foregoing, Mortgagee shall have the right to file and continue UCC financing statements from time to time to perfect its security interest in any personal property granted herein.

24. Time is of the Essence. It is specifically agreed that time is of the essence of each and every provision of the Note and this Mortgage.

25. Notices. All notices, requests, and demands to be made under this Mortgage shall be in writing and given in accordance with the terms of the Note.

26. Construction Mortgage. To the extent construction is performed on the Premises, this Mortgage shall be a construction mortgage, as that term is defined in Section 9-334(h) of the Uniform Commercial Code, as adopted by the State of Illinois. As to any property encumbered hereby which is or hereafter becomes a "fixture" under applicable law, this

UNOFFICIAL COPY

Mortgage shall constitute a fixture filing under the Illinois Uniform Commercial Code. Mortgagor and Mortgagee intend that this Mortgage shall secure the unpaid balance of the Obligations made pursuant to the Note by the holder hereof after this Mortgage is delivered to the applicable County Recorder for recording to the fullest extent and with the highest priority contemplated by applicable law.

27. Maximum Principal Indebtedness. This Mortgage secures a maximum principal indebtedness of \$431,083.50.

28. Future Advances. This Mortgage secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of Mortgagee, or otherwise. The amount of indebtedness secured hereby may increase or decrease from time to time, and the rate or rates of interest payable may vary from time to time.

29. Successors and Assigns; Joint and Several Liability. This Mortgage and all its provisions, shall extend to and be binding upon Mortgagor and its successors and assigns, all persons claiming under or through Mortgagor, and the word "Mortgagor" when used in this Mortgage shall include a trustee in bankruptcy and all such persons and all persons otherwise liable for the payment of the Obligations or any part of the Obligations, whether or not such persons have executed the Note or this Mortgage. Nothing contained in this Section shall be deemed to permit any Transfer. The word "Mortgagee" when used in this Mortgage shall include the successors and assigns of Mortgagee named in this Mortgage and the holder or holders, from time to time, of the Note secured by this Mortgage. If more than one person or entity has executed this Mortgage as "Mortgagor," then the obligations of all of such persons and entities shall be joint and several.

[the rest of this page intentionally left blank]

UNOFFICIAL COPY

WITNESS the hand and seal of Mortgagor the day and year first above written.

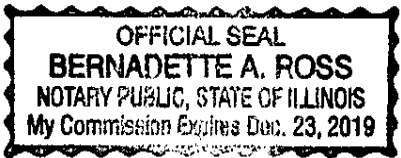
FOUNDATION FOR HOMAN SQUARE,
an Illinois not for profit corporation

By: Rodney Jones - J
Name: RODNEY JONES - TYSON
Its: Treasurer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that RODNEY JONES-TYSON personally known to me to be the TREASURER of FOUNDATION FOR HOMAN SQUARE, an Illinois not for profit corporation, appeared before me this day in person and acknowledged that, as such RODNEY JONES - TYSON, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22ND day of NOVEMBER, 2019.



Bernadette A. Ross
Notary Public

My Commission Expires: DECEMBER 23, 2019

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Description

SEE ATTACHMENT

Common Address: 931 S. Homan Avenue, Chicago, IL 60624

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

Parcel 1:

A parcel of land situated in the Southeast Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, described as Follows:

Beginning at the Southwest Corner of Lot 12 in Block 1 in Henry E. Vance's ReSubdivision of Blocks 1, 2, 3, 4, 5, 6, 7, 8 and Vacated Streets and Alleys in E.A. Cumming's and Company's Central Park Avenue Addition according to the plat thereof recorded December 21st 1904 as Document Number 3635041, also being at the intersection of the East Right of Way line of South Homan Avenue and the North Right of Way line of the B. & O. C.T. Railroad (formally known as The Chicago and Great Western Railroad); Thence South 89 Degrees 13 Minutes 55 Seconds East along the South line of said ReSubdivision, also being the North Right of Way line of B. & O. C.T. Railroad, a distance of 580.00 feet; Thence South 00 Degrees 19 Minutes 14 Seconds West, a distance of 31.00 feet, to a point on a line that is 31.00 feet South of, as measured at right angles to, and parallel with, the South line of said ReSubdivision, also being the North Right of Way line of said Railroad; Thence North 89 Degrees 13 Minutes 55 Seconds West, along said parallel line, a distance of 580.00 feet; Thence North 00 Degrees 19 Minutes 14 Seconds East, a distance of 31.00 feet to the Point of Beginning; All in Cook County, Illinois.

Parcel 2:

Lot 1 in Charles H. Shaw's Subdivision, being a ReSubdivision of part of the Southeast Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded December 12, 2001 as document 0011178258, in Cook County, Illinois.

Except that portion of the land described as follows:

All the part of Lot 1 lying East of, and adjoining, the East line of Lot 2, and the Southerly extension of said East line, all in Charles H. Shaw's Subdivision, being a ReSubdivision of part of the Southeast Quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded December 12, 2001 as Document Number 0011178258, in Cook County, Illinois.

Parcel 3:

Non-Exclusive Easement made by The Homan-Arthington Foundation, an Illinois not-for-profit corporation for the benefit of Parcel 2 for pedestrian and vehicular ingress and egress, as created by Declaration of Covenants, Conditions, Restrictions and Easements recorded September 10, 2003 as document 0325327008.

Parcel 4:

That part of Lots 9, 10, 11 and 12 in Block 1 in Henry E. Vance's ReSubdivision, according to the plat thereof recorded December 21st, 1904 as Document Number 3635041, in the Southeast Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the Northwest corner of said Block 1 also being the intersection of the East Right of Way line of South Homan Avenue and the South Right of Way line of Arthington Street; Thence South 00 Degrees 19 Minutes 24 Seconds West along the West line of said Block 1, also being said East Right of Way line of South Homan Avenue, a distance of 175.81 feet to the Point of Beginning; Thence continuing South 00 Degrees 19 Minutes 24 Seconds West along said West line of Block 1, also being said East Right of Way line of South Homan Avenue, a distance of 161.79 feet to the Southwest corner of said Block 1 also being the North line of the B. & O. C.T. Railroad (formerly the Chicago and Great Western Railroad); Thence South 89 Degrees 13 Minutes 55 Seconds East along the South line of said Block 1, also being said North line of the B. & O. C.T. Railroad, a distance of 307.82 feet; Thence North 00 Degrees 40 Minutes 38 Seconds East, a distance of 157.20 feet to a point on the Southerly face of a one story brick building as said brick building existed on September 15, 1997; Thence North 89 Degrees, 40 Minutes 36 Seconds West along said Southerly building face and the Westerly extension thereof, a distance of 16.25 feet; Thence North 00 Degrees 19 Minutes 24 Seconds East, a distance of 14.32 feet; Thence North 89 Degrees 40 Minutes 36 Seconds West, a distance of 50.54 feet; Thence South 00 Degrees 19 Minutes 24 Seconds West, a distance of 18.34 feet; Thence North 89 Degrees 13 Minutes 59 Seconds West, a distance of 140.09 feet; Thence North 00 Degrees 46 Minutes 01 Seconds East, a distance of 9.13 feet; Thence North 89 Degrees 13 Minutes 59 Seconds West, a distance of 101.98 feet to said Point of Beginning, all in Cook County, Illinois.

UNOFFICIAL COPY

EXHIBIT "A"

Parcel 5:

Easement for the benefit of Parcel 4 as created by Cross-Easement Agreement made by The Homan-Arthington Foundation, an Illinois not-for-profit corporation and Sterling Park Development, L.L.C., an Illinois limited liability company, recorded October 21, 2004 as document 0429516160 for the purpose of vehicular and pedestrian access, ingress and egress.

Property of Cook County Clerk's Office