

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713



\*2003013111\*

Doc# 2003013111 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/30/2020 01:06 PM PG: 1 OF 1

The property identified as: PIN: 31-25-206-003-0000

Address:

Street: 80 Winslow St

Street line 2:

City: Park Forest

State: IL

ZIP Code: 60466

Lender: The Piedmont Bank

Borrower: NR Deed, LLC and Christiana Trust, a division of Wilmington Savings Fund Society, FSB

Loan / Mortgage Amount: \$10,000,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

S Y  
P 15  
S      
M X  
SC      
E X  
INT    

Certificate number: 026C916E-B855-4412-ACAF-3BD4DE4832A3

Execution date: 1/24/2020

# UNOFFICIAL COPY

After recording return to:  
The McDeer Firm  
4355 Cobb Parkway  
Suite J-505  
Atlanta, GA 30339

31-25-206-003-0000  
80 WINSLOW ST

## MORTGAGE AND SECURITY AGREEMENT

This MORTGAGE AND SECURITY AGREEMENT (hereafter sometimes referred to as "Mortgage") made effective as of the 17 day of January, 2020, **NR DEED, LLC**, an Indiana limited liability company WHOSE ADDRESS IS 2020 Howell Mill Road, Ste. C-513, Atlanta, Georgia 30318, party of the first part (hereinafter referred to as the "Mortgagor"), and **CHRISTIANA TRUST, a division of WILMINGTON SAVINGS FUND SOCIETY, FSB**, ("Mortgagee") not in its separate capacity, but in its capacity as Custodian and Collateral Agent under a Custodial Agreement (hereinafter the "Custodial Agreement") dated as of May 27, 2016, by and among it, Mortgagor, InVesta Services, LLC, and **THE PIEDMONT BANK** (hereinafter referred to as "Lender").

### WITNESSETH

WHEREAS, Mortgagor is indebted to Lender in the principal sum of TEN MILLION AND 00/100 DOLLARS (\$10,000,000.00), which indebtedness is evidenced by that certain Promissory Note dated May 27, 2016 from Mortgagor in favor of Mortgagee, (with all modifications, renewals, extensions or alterations thereof, the "Note") and governed by that certain credit agreement (the "Credit Agreement") of even date between the Parties and further governed by the Custodial Agreement between the Parties.

NOW THEREFORE, to secure payment and performance of obligations under the Note and Credit Agreement, this Mortgage, any present or future Letters of Credit issued by Mortgagee for the account of Mortgagor, other loan documents as defined in the Note or the other Loan Documents, including but not limited to the Credit Agreement and Custodial Agreement (collectively the "Loan Documents"), as in effect from time to time, and any renewals, extensions, novations, or modifications of the foregoing (collectively the "Obligations"), and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant and convey unto Mortgagee, its successors and assigns, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to all those certain tracts of land in the State of Illinois, described as follows (the "Land"):

# UNOFFICIAL COPY

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PIN: 31-25-206-003-0000

Commonly known as: 80 WINSLOW ST, PARK FOREST, IL 604661423

Together with the following:

(a) All buildings, structures and other improvements of any nature now or hereafter located or erected in whole or in part on the Land or the Appurtenances (hereinafter defined) regardless of whether physically affixed thereto or severed or capable of severance therefrom (the "Improvements").

(b) All additional lands, real property, estates and development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land that may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Mortgage.

(c) All easements, rights-of-way or use and all other rights of any nature whatsoever appurtenant to the Land or the Improvements, or both, and all strips and gores of land, streets, ways, alleys, passages, sewer rights, drainage rights, water rights, air rights, oil, gas, mineral, riparian, littoral and development rights, whether now existing or hereafter arising, all rights of ingress and egress to the Land and all adjoining property and any improvements of Mortgagor now or hereafter located on any of such real property and interests therein and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and Improvements and the reversion and reversions and remainder and remainders thereof and all right, title and interest in any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land and all homestead and dower rights, rights of property, possession, claim and demand whatsoever, both at law and in equity of the Mortgagor in and to the Land and Improvements, and every part thereof (the "Appurtenances").

(d) All right, title and interest of Mortgagor in and to all machinery, equipment, fixtures, inventory, goods and all other tangible personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor, or in which Mortgagor now or hereafter has an interest, and which are now or hereafter (i) located, attached or affixed to the Land, Improvements or Appurtenances, (ii) located upon or about the Land, Improvements and/or the Appurtenances, regardless of whether physically affixed thereto or severed or capable of severance therefrom or (iii) used, useable, intended to be used, necessary or adapted for the present or future use, operation or occupancy of the Land and Improvements, together with all replacements, replenishments, substitutions, additions, accessions, products and proceeds thereof. The property and interests described in and encumbered by this subparagraph are hereinafter referred to as the "Personal Property" and includes, but is not limited to, all machinery, equipment, apparatus, systems and material of every nature and description for lighting, heating, cooking, refrigerating, plumbing, vacuum cleaning, air conditioning, heating, the transmission of sound, fire prevention and extinguishing, including all sprinkler systems; all

# UNOFFICIAL COPY

motors, engines, dynamos, generators, boilers, pumps, tanks, ducts, fixtures, fittings, elevators, switchboards, furniture and furnishings; all signage and recreational amenities including, without limitation, all swimming pools and associated equipment and supplies, exercise equipment, tennis courts, clubhouse furnishings and saunas; all laundry equipment; all building materials; all office equipment and office supplies; all furnaces, stokers, stoves, heaters, ranges, fuel, refrigerators, kitchen cabinets, bathroom fixtures and equipment, awnings, window screens, window shades, venetian blinds, screen doors, combination windows, and combination doors, storm doors and storm windows; all radios and television sets; employee's uniforms, superintendent and janitorial supplies, carpets, rugs and other floor coverings. The enumeration of any specific items or articles of property shall not exclude any items of property not specifically mentioned.

(e) All right, title and interest of Mortgagor in and to all leases and other agreements affecting the use, enjoyment or occupancy of all or any part of the Land, Improvements or Appurtenances (the "Leases"), whether now existing or hereafter arising, whether entered into before or after the filing of or against Mortgagor of any petition for relief under 11 U.S.C. §101 et seq. (the "Bankruptcy Code"), as the same may be amended from time to time and all amendments, modifications, replacements, substitutions, extensions, renewals and consolidations thereof and all right, title and interest of Mortgagor, its successors and assigns therein and thereunder, including, but not limited to, all rents, incomes, issues, revenues and profits (including all oil, gas and other mineral royalties and bonuses) in any manner arising from the Land, Improvements, Appurtenances, Personal Property, or any combination thereof, all security deposits, cash, securities or other property deposited, issued or pledged thereunder to secure the performance by the lessees of their obligations thereunder whether paid or accruing before or after the filing by or against the Mortgagor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the indebtedness secured hereby, reserving, however, to the Mortgagor for so long as the Mortgagor is not in default hereunder, the right to receive and retain the Rents subject to the other terms and conditions hereof.

(f) All judgments, proceeds, awards of damages, payments and settlements, including interest thereon, which may heretofore or hereafter be made resulting from condemnation proceedings or the taking of the Land, Improvements, Personal Property and Appurtenances or any part or combination thereof under the power of eminent domain (including, but not limited to any conveyance or transfer made in lieu or in anticipation thereof), or for any damage (whether caused by such taking or otherwise) to the Land, the Improvements, Personal Property or the Appurtenances or any part thereof, including any award for change of grade or streets and any other injury to or decrease in the value of the Land, Improvements, Personal Property or Appurtenances.

(g) All proceeds of and any unearned premiums on any insurance policies covering the Land, the Improvements, Personal Property and the Appurtenances, or any part thereof, including, but not limited to, the right to receive and apply the proceeds of any insurance payments, awards or judgments, or settlements made in lieu thereof, to the repair of the Improvements or to the indebtedness secured hereby.

(h) All refunds, rebates and credits issued, made or ordered in connection with any

# UNOFFICIAL COPY

reduction in real estate taxes and assessments made, charged or levied against the Land, Improvements, Personal Property or Appurtenances as a result of tax certiorari or any application or proceedings for reduction.

(i) All right, title and interest of Mortgagor in and to all trade names, project names, trademarks, service marks, logos, copyrights, goodwill, slogans, and books and records specific to or used in connection with the operation of the Land, Improvements, Personal Property, Leases and Appurtenances, whether now existing or hereafter arising.

(j) All right, title and interest of Mortgagor in, to and under any and all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans and specifications, written or oral, express or implied, and now existing or hereafter entered into or arising, respecting, pertaining or in any manner relating to the use, occupation, construction, development, management, operation, sale, conversion or other disposition of the Land, Improvements, Personal Property, Appurtenances, Leases and Rents, or any part or combination thereof or respecting any business or activity conducted on the Land or any part thereof (the "Contract Rights"), including, but not limited to, all right, title and interest of Mortgagor in, to and under all franchise agreements, tenant leases, sales contracts, membership agreements, reservation deposit agreements and any and all deposits, prepaid items, dues, fees and payments due or to become due thereon and thereunder; and also including, but not limited to, all contracts and agreements relating or pertaining to maintenance, on site security services, landscaping services, building or project management, marketing, leasing, sales and janitorial services; Mortgagor's interest as lessee in and under all equipment leases, including telecommunications, computers, vending machines, model furniture, televisions and laundry equipment; and Mortgagor's interests in construction and development contracts (including architectural and engineering plans and specifications relating to the Land and Improvements), service contracts, use and access agreements, advertising contracts and purchase orders, and all governmental or quasi-governmental approvals, permits, licenses, certificates, developer rights, vested rights relating to concurrency and under any planned unit development and development of regional impact, and any other project, zoning or land use approval whatsoever. Notwithstanding the foregoing, Mortgagee will not be bound by any of the obligations of Mortgagor under any of the foregoing contracts unless and until Mortgagee elects to assume any of such contracts in writing.

(k) All proceeds of the conversion, whether voluntary or involuntary, of any of the foregoing including, but not limited to, proceeds of insurance and condemnation awards, into cash or liquidation claims.

(l) The right, but not the obligation, in the name and on behalf of Mortgagor, to commence any action or proceeding to protect the interest of Mortgagee in the Land, Improvements, Personal Property, Appurtenances, Leases, Rents and Contract Rights and to appear in and defend any action or proceeding brought with respect to the Land, Improvements, Appurtenances, Leases, Rents or Contract Rights.

(m) All contract rights, commissions, money, deposits, reserves, dues, certificates of deposit, letters of credit, documents, instruments, chattel paper (whether tangible or electronic), accounts and general intangibles as such terms are defined in the Uniform Commercial Code as adopted by the State of Illinois as in effect from time to time or under the Uniform Commercial

# UNOFFICIAL COPY

Code in force from time to time in any other State to the extent the same is applicable law (the "Uniform Commercial Code") now existing or hereafter entered into or arising, respecting, pertaining or in any manner relating to the use, occupation, construction, development, management, operation, sale, conversion or other disposition of the Land, Improvements, Personal Property, Appurtenances, Leases and Rents, or any part or combination thereof or respecting any business or activity conducted on the Land or any part thereof.

(n) Any and all obligations of the Mortgagor to Lender, its general partners, if applicable, and all endorsers, sureties, guarantors, and all others who are, or who may become liable for the payment of the Note, all deposits or other sums at any time credited by or due from Mortgagee to such persons (including, but not limited to, all demand deposit accounts, checking accounts, savings accounts, capital market accounts, money market accounts, certificates of deposit and all other accounts of any nature or type whatsoever maintained by such persons with Mortgagee) together with any and all monies now or hereafter held by Mortgagee, including, without limitation, all monies held in escrow by Mortgagee pursuant to the terms hereof and all proceeds of hazard insurance policies and all condemnation awards.

(o) Any and all right, title and interest of Mortgagor whatsoever in and to all trees, timber and logs now or hereafter located on the Land, all royalty interests, income, profits and proceeds derived therefrom or relating thereto and any and all sales contracts, joint venture agreements, partnership agreements, lease agreements, timber agreements and any and all other agreements whatsoever relating to trees, timber and/or logs on the Land including, but not limited to, the right to remove such items from said Land, all whether now existing or hereafter arising and together with any and all renewals, substitutions, modifications, replacements, products and proceeds thereof.

(p) Any and all other rights of Mortgagor in and to the items set forth above.

All of such real, personal and mixed property herein described, whether affixed or annexed or not, and all rights hereby conveyed and mortgaged are intended so to be and are to be deemed included in the term "the Property" as used herein.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Mortgagee, its successors and assigns, forever.

Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, in fee simple, absolute, that Mortgagor has the legal right to convey and encumber the same, and that other than as disclosed to Mortgagee in writing, the Property is free and clear of all liens and encumbrances. Mortgagor further warrants and will forever defend any and all Property and title thereto to Mortgagee and Mortgagee's successors and assigns, against the lawful claims of all persons whomsoever.

To protect the security of this Mortgage, Mortgagor further represents and agrees with Mortgagee as follows:

**Payment of Obligations.** That the Obligations shall be timely paid and performed.

# UNOFFICIAL COPY

**Future Advances.** Mortgagor shall not execute any document that impairs or otherwise impacts the priority of any existing or future Obligations secured by this Mortgage.

**Security Agreement.** This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in all fixtures and other property (and the proceeds thereof) included in the Property which might otherwise be deemed personal property. This Mortgage shall be deemed to constitute a fixture financing statement. On request of Mortgagee and/or Lender, Mortgagor will execute one or more financing statements in form satisfactory to Mortgagee and will pay all costs and expenses of filing the same in all public filing offices, where filing is deemed desirable by Mortgagee. Mortgagee is authorized to file financing statements relating to the Property and personal property related thereto without Mortgagor's signature where permitted by law. Mortgagor appoints Mortgagee as its attorney-in-fact to execute such documents necessary to perfect Mortgagee's security interest on Mortgagor's behalf. The appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain outstanding. Upon any event of default hereunder or under any other Loan Documents, Mortgagee shall have, in addition to any rights and remedies hereunder or under the other Loan Documents, all of the rights and remedies granted to a secured party under the Uniform Commercial Code with respect to all personal property.

**Leases, Subleases and Easements.** Mortgagor shall maintain, enforce and cause to be performed all of the terms and conditions under any lease, sublease or easement which may constitute a portion of the Property.

**Required Insurance.** For any individual property which has been assigned a Borrowing Base, as defined in the Credit Agreement, value of at least \$250,000.00, Mortgagor will keep all buildings and improvements now erected or hereafter to be erected on the Mortgaged Premises, and all Service Equipment, insured for the benefit of Lender in an amount to be approved by Lender (not to exceed, in the aggregate, 100% of the full replacement cost thereof) against loss or damage by fire and all available extended coverage risks, including war risk, vandalism and malicious mischief, broadened to the so-called "All Risk of Physical Loss" coverage basis, by insurance companies satisfactory to Lender, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by noncontributory standard mortgagee clauses attached to each policy. Mortgagor further agrees to assign and deliver all policies, including any additional and renewal policies, to Lender, and in case of any insurance policy about to expire, to deliver to Lender renewal policies, accompanied by evidence of payment of the premium therefor satisfactory to Lender not less than thirty (30) days prior to the respective dates of expiration. Mortgagor will also maintain in full force and effect with respect to the Mortgaged Property loss of rent insurance in an amount not less than the aggregate rental value of the property for a period of one (1) year or business interruption insurance, as well as adequate liability and workman's compensation insurance and such other and/or additional insurance with such insurance companies, under policies in such form and in such amounts, as Lender may from time to time request and approve in writing and deliver all such policies, including additional and renewal policies to Lender as in the case of the above policies. All policies shall contain an agreement by the insurer that the policy shall not be cancelled without at least thirty (30) days' prior written notice to Lender.

# UNOFFICIAL COPY

Should Lender by reason of such insurance receive any sum or sums of money for damage by fire or the other hazards covered thereby (i) such sum or sums may be retained and applied by Lender, in its discretion, toward payment of the indebtedness secured hereby whether or not same shall be then due or payable or (ii) may be paid over either in whole or in part to Mortgagor for the repair of said buildings or for the erection of any buildings in their place, or for any other purpose or object satisfactory to Lender, and if Lender retains and applies said insurance money as aforesaid, the lien of this Mortgage shall be affected only by a reduction thereof in an amount equal to the amount of such insurance money so retained and applied as aforesaid.

**Impositions; Escrow Deposit.** Mortgagor will pay all taxes, levies, assessments and other fees and charges imposed upon or which may become a lien upon the Property under any law or ordinance (all of the foregoing collectively "Impositions") before they become delinquent and in any event in the same calendar year in which they first become due. Upon the occurrence of a Default (as hereinafter defined) and upon the request of Lender or Mortgagee, Mortgagor shall add to each periodic payment required under the Note the amount estimated by Mortgagee to be sufficient to enable Lender to pay, as they come due, all Impositions and insurance premiums which Mortgagor is required to pay hereunder. Payments requested under this provision shall be supplemented or adjusted as required by Lender or Mortgagee from time to time. Such funds may be commingled with the general funds of Lender and shall not earn interest. Upon the occurrence of a Default, Lender may apply such funds to pay any of the Obligations, as Lender chooses in its sole discretion.

**Use of Property.** Mortgagor shall use and operate, and require its lessees or licensees to use and operate, the Property in compliance with all applicable laws (including, for example, the Americans with Disabilities Act and the Fair Housing Act) and ordinances, covenants, and restrictions, and with all applicable requirements of any lease or sublease now or hereafter affecting the Property. Mortgagor shall not permit any unlawful use of the Property or any use that may give rise to a claim of forfeiture of any of the Property. Mortgagor shall not allow changes in the stated use of Property from that disclosed to Lender at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Property without prior notice to, and written consent of, Lender.

**Maintenance, Repairs and Alterations.** Mortgagor shall keep and maintain the Property in good condition and repair and fully protected from the elements to the satisfaction of Lender. Mortgagor will not remove, demolish or structurally alter any of the buildings or other improvements on the Property (except such alterations as may be required by laws, ordinances or regulations) without the prior written consent of Lender. Mortgagor shall promptly notify Lender and Mortgagee in writing of any material loss, damage or adverse condition affecting the Property.

**Eminent Domain.** Should the Property or any interest therein be taken or damaged by reason of any public use or improvement or condemnation proceeding ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Mortgagee and Lender. Lender shall be entitled to all compensation, awards and other payments or relief granted in connection with



# UNOFFICIAL COPY

such Condemnation and, at its option, may commence, appear in and prosecute in its own name any action or proceedings relating thereto. Lender shall be entitled to make any compromise or settlement in connection with such taking or damage. All compensation, awards, and damages awarded to Mortgagor related to any Condemnation (the "Proceeds") are hereby assigned to Lender and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee and/or Lender may require. Lender shall have the option of applying or paying the Proceeds in the same manner as insurance proceeds as provided herein. Mortgagor appoints Lender as its attorney-in-fact to receive and endorse the Proceeds to Lender, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied.

**Environmental Condition of Property and Indemnity.** Mortgagor agrees to notify Lender immediately upon receipt of any citations, warnings, orders, notices, consent agreements, process or claims alleging or relating to violations of any Environmental Laws or to the environmental condition of the Property and shall conduct and complete all investigations and all cleanup actions necessary to comply with the Environmental Laws and to remove, in accordance with Environmental Laws, any Hazardous Material from the Property. In addition to the foregoing, Lender shall have all rights as set for in the Credit Agreement, and Mortgagor agree to abide by the Credit Agreement which provisions are incorporated herein by reference and made a part hereof, including, without limitation paragraph 5.7 thereof..

**Inspections.** Mortgagee and Lender, or its representatives or agents, are authorized to enter, at any reasonable time upon reasonable notice, upon any part of the Property for the purpose of inspecting the Property and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

**Liens and Subrogation.** Mortgagor shall pay and promptly discharge all liens, claims and encumbrances upon the Property. Mortgagor shall have the right to contest in good faith the validity of any such lien, claim or encumbrance, provided: (i) such contest suspends the collection thereof or there is no danger of the Property being sold or forfeited while such contest is pending; (ii) Mortgagor first deposits with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee and/or Lender shall reasonably require; and (iii) Mortgagor thereafter diligently proceeds to cause such lien, claim or encumbrance to be removed and discharged.

Mortgagee and Lender shall be subrogated to any liens, claims and encumbrances against Mortgagor or the Property that are paid or discharged through payment by Mortgagee or with loan proceeds, notwithstanding the record cancellation or satisfaction thereof.

**After-Acquired Property.** The lien of this Mortgage shall attach automatically, without further act, to all after-acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Property.

**Waiver of Mortgagor's Rights.** To the fullest extent permitted by law and except as otherwise provided in the Credit Agreement and other Loan Documents, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Property, (ii) in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or any of the other Obligations, and

# UNOFFICIAL COPY

any rights to hearing prior to the exercise by Mortgagee of any right, power, or remedy herein provided to Mortgagee.

To the full extent Mortgagor may do so and except as otherwise provided in the Credit Agreement and other Loan Documents, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or seek to take the benefit or advantage of any law now or hereafter in force providing for any exemption (including homestead exemption), appraisal, valuation, stay, or extension, for Mortgagor themselves and their respective heirs, devisees, representatives, successors and assigns, and for any and all persons claiming any interest in the Property, to the extent permitted by law, hereby waive and release all rights of valuation, appraisal, stay of execution, the benefit of all exemption laws, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. Subject to cure rights contained in the Credit Agreement and other Loan Documents, Mortgagor further waives any and all notices including, without limitation, notice of intention to accelerate and of acceleration of the Obligations.

**Payments by Mortgagee.** In the event of Default (as hereinafter defined) in the timely payment or performance of any of the Obligations, Mortgagee and/or Lender, at its option and without any duty on its part to determine the validity or necessity thereof, may pay the sums for which Mortgagor is obligated. Further, Mortgagee and/or Lender may pay such sums as Mortgagee and/or Lender deems appropriate for the protection and maintenance of the Property including, without limitation, sums to pay Impositions and other levies, assessments or liens, maintain insurance, make repairs, secure the Property, maintain utility service, intervene in any condemnation and pay attorneys' fees and other fees and costs to enforce this Mortgage or protect the lien hereof (including foreclosure) or collect the Obligations, without limitation, including those incurred in any proceeding including bankruptcy or arbitration. Any amounts so paid shall bear interest at the default rate stated in the Note and shall be secured by this Mortgage.

**Indemnification.** Mortgagor shall protect, indemnify and save harmless Mortgagee and Lender from and against all losses, liabilities, obligations, claims, damages, penalties, fines, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") imposed upon, incurred by or asserted or assessed against Mortgagee or Lender on account of or in connection with (i) the Loan Documents or any failure or alleged failure of Mortgagor to comply with any of the terms of, or the material inaccuracy or material breach of any representation in, the Loan Documents; (ii) the Collateral or any claim of material loss or damage to the Property or any injury or claim of injury to, or death of, any person or property that may be occasioned by any cause whatsoever pertaining to the Property or the use, occupancy or operation thereof, (iii) any failure or alleged failure of Mortgagor to comply with any law, rule or regulation applicable to it or to the Property or the use, occupancy or operation of the Property (including, without limitation, the failure to pay any taxes, fees or other charges), provided that such indemnity shall be effective only to the extent of any Damages that may be sustained by Mortgagee or Lender in excess of any net proceeds received by it from any insurance of Mortgagor (other than self-insurance) with respect to such Damages, (iv) any Damages whatsoever by reason of any alleged action, obligation or undertaking of Mortgagee or Lender relating in any way to or any matter contemplated by the

# UNOFFICIAL COPY

Loan Documents, (v) any claim for brokerage fees or such other commissions relating to the Property or any other Obligations, or (vi) any and all liability arising from any leases related to the Property. Nothing contained herein shall require Mortgagor to indemnify Mortgagee and Lender for any Damages resulting from Lender's gross negligence or its willful and wrongful acts. The indemnity provided for herein shall extend to the officers, directors, employees and duly authorized agents of Mortgagee and Lender. In the event the Mortgagee or Lender incurs any Damages arising out of or in any way relating to the transaction contemplated by the Loan Documents (including any of the matters referred to in this section), the amounts of such Damages shall be added to the Obligations, shall bear interest, to the extent permitted by law, at the interest rate borne by the Obligations from the date incurred until paid and shall be payable on demand.

**Due on Sale or Further Encumbrance or Transfer of an Interest in Mortgagor.** Notwithstanding anything to the contrary herein, Mortgagor may convey and transfer the Land pursuant to and in accordance with the terms of the Credit Agreement and Custodial Agreement. Buyer shall not otherwise: (i) sell, convey, transfer or encumber the Property, or any part thereof or interest therein, whether legal or equitable, (ii) cause or permit any transfer of the Property or any part thereof, whether voluntarily, involuntarily or by operation of law, or (iii) enter into any agreement or transaction to transfer or accomplish in form or substance a transfer, of the Property. A "transfer" of the Property includes: (a) the direct or indirect sale, transfer or conveyance of the Property or any portion thereof or interest therein; (b) the execution of an installment sale contract or similar Instrument affecting all or any portion of the Property; (c) if Mortgagor or any partner or member of Mortgagor, is a corporation, partnership, limited liability company, trust or other business entity, the transfer, pledge, assignment or encumbrance (whether in one transaction or a series of transactions) of any stock, partnership, limited liability company or other ownership interests in such corporation, partnership, limited liability company or entity including, without limitation, changes in stockholders, partners, members, managers, trustees, beneficiaries, or their respective interests; whether directly or indirectly; (d) if Mortgagor, or any partner or member of Mortgagor, is a corporation, the creation or issuance of new stock by which any of such corporation's stock shall be vested in a party or parties who are not now stockholders; and (e) an agreement by Mortgagor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of or the grant of a security interest in and to any Leases.

**Remedies of Mortgagee on Default.** Failure of Mortgagor or any other person liable to timely pay or perform any of the Obligations beyond any applicable notice or cure period set forth in the Loan Documents, is a default ("Default") under this Mortgage. Upon the occurrence of Default the following remedies are available, without limitation, to Mortgagee: (i) Mortgagee may exercise any or all of Mortgagee's remedies under this Mortgage or other Loan Documents including, without limitation, acceleration of the maturity of all payments and Obligations; (ii) Mortgagee may take immediate possession of the Property or any part thereof (which Mortgagor agrees to surrender to Mortgagee) and manage, control or lease the same to such persons and at such rental as it may deem proper and collect and apply Rents to the payment of: (a) the Obligations, together with all costs and attorneys' fees; (b) all Impositions and any other levies, assessments or liens which may be prior in lien or payment to the Obligations, and premiums for insurance, with interest on all such items; and (c) the cost of all alterations, repairs, replacements

# UNOFFICIAL COPY

and expenses incident to taking and retaining possession of the Property and the management and operation thereof; all in such order or priority as Mortgagee in its sole discretion may determine. The taking of possession shall not prevent concurrent or later proceedings for the foreclosure sale of the Property; (iii) Mortgagee may apply to any court of competent jurisdiction for the appointment of a receiver for all purposes including, without limitation, to manage and operate the Property or any part thereof, and to apply the Rents therefrom as hereinabove provided. In the event of such application, Mortgagor consents to the appointment of a receiver, and agrees that a receiver may be appointed without notice to Mortgagor (after giving effect to any cure rights for Default (defined in the Loan Documents) set forth in the Loan Documents, without regard to whether Mortgagor has committed waste or permitted deterioration of the Property, without regard to the adequacy of any security for the Obligations, and without regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Obligations; (iv) Mortgagee may exercise all the remedies of a mortgagee as provided by law and in equity including, without limitation, foreclosure upon this Mortgage and sale of the Property, or any part of the Property, at public sale conducted according to applicable law (referred to as "Sale") and conduct additional Sales as may be required until all of the Property is sold or the Obligations are satisfied; (v) With respect to any portion of the Property governed by the UCC, Mortgagee shall have all of the rights and remedies of a secured party thereunder. Mortgagee may elect to foreclose upon any Property that is fixtures under law applicable to foreclosure of interests in real estate or law applicable to personal property; (vi) Mortgagee may bid at Sale and may accept, as successful bidder, credit of the bid amount against the Obligations as payment of any portion of the purchase price; and (vii) Mortgagee shall apply the proceeds of Sale, first to any fees or attorney fees permitted Mortgagee by law in connection with Sale, second to expenses of foreclosure, publication, and sale permitted Mortgagee by law in connection with Sale, third to the Obligations, and any remaining proceeds as required by law.

**Limitation of Recovery.** The parties hereto agree that nothing contained herein limits the Lender or Custodian on their respective rights under the Loan Documents, including, without limitation, the Note, Custodial Agreement and Credit Agreement. In the Event of Default or a Default under the Loan Documents, Borrower agrees Lender has the right to pursue its remedies against Borrower in all other jurisdictions and the liability of Borrower and all other parties as set forth in the Loan Documents may exceed the amount of the Mortgage and is not limited or abridged by the Mortgage. To the extent that Lender may limit its liability under the Loan Documents by this paragraph as to all other properties pledged in other jurisdiction and rights against the parties under the Loan Documents by operation of law in the various jurisdictions under the Loan Documents or otherwise, Mortgagor waives any such rights and acknowledges the ability of Lender and Custodian to proceed in the various jurisdictions against Mortgagor in the various jurisdictions for the full amount under the Loan Documents.

**Miscellaneous Provisions.** Mortgagor agrees to the following: (i) All remedies available to Mortgagee with respect to this Mortgage or available at law or in equity shall be cumulative and may be pursued concurrently or successively. No delay by Mortgagee in exercising any remedy shall operate as a waiver of that remedy or of any Default. Any payment by Mortgagor or acceptance by Mortgagee or Lender of any partial payment shall not constitute a waiver by Mortgagee of any Default; (ii) the provisions hereof shall be binding upon and inure to the

# UNOFFICIAL COPY

benefit of Mortgagor, their heirs, personal representatives, successors and assigns including, without limitation, subsequent owners of the Property or any part thereof, and shall be binding upon and inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Note or other Obligations; (iii) any notices, demands or requests shall be sufficiently given Mortgagor if in writing and mailed or delivered to the address of Mortgagor shown above or to another address as provided herein and to Mortgagee if in writing and mailed or delivered to the address of Mortgagee shown above or such other address as Mortgagee may specify from time to time and in the event that Mortgagor changes Mortgagor's address at any time prior to the date the Obligations are paid in full, that party shall promptly give written notice of such change of address by registered or certified mail, return receipt requested, all charges prepaid. Notices to Mortgagee must include the mail code; (iv) this Mortgage may not be changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (v) all references to "Mortgagee" shall mean to "Mortgagee (for itself and its affiliate)"; (vi) the captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not a part of this Mortgage; (vii) if the lien of this Mortgage is invalid or unenforceable as to any part of the Obligations, the unsecured portion of the Obligations shall be completely paid (and all payments made shall be deemed to have first been applied to payment of the unsecured portion of the Obligations) prior to payment of the secured portion of the Obligations and if any clause, provision or obligation hereunder is determined invalid or unenforceable the remainder of this Mortgage shall be construed and enforced as if such clause, provision or obligation had not been contained herein; (viii) this Mortgage shall be governed by and construed under the laws of the jurisdiction where this Mortgage is recorded; (ix) Mortgagor by execution and Mortgagee by acceptance of this Mortgage agree to be bound by the terms and provisions hereof.

**Final Agreement.** This Agreement and the other Loan Documents represent the final agreement between the parties and 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.

**Minimum Standards.** In addition to the requirements set forth in the Loan Documents, all surveys, insurance, title policies, construction documents, environmental reports, payment and performance bonds, and any other due diligence or additional documents required in connection with this Loan, shall comply with Mortgagee's minimum standards in place from time to time for such documents, which shall be provided in writing by Mortgagee to Mortgagor upon request.

[ Signatures on the next following pages.]

# UNOFFICIAL COPY

**IN WITNESS WHEREOF**, Mortgagor has duly signed and sealed this instrument as of the day and year first above written.

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_  
1<sup>st</sup> Witness

Print Name: PATRICIA GRIFFIN

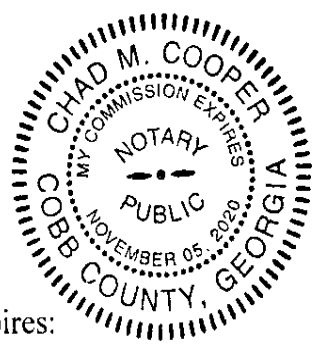
\_\_\_\_\_  
2<sup>nd</sup> Witness

Print Name: Heather Trammell

**MORTGAGOR:**  
  
**NR Deed, LLC, an Indiana Limited Liability Company**  
  
**By: InVesta Services, LLC, its Manager**  
  
By: \_\_\_\_\_  
Name: John E. Ramsey  
Title: President

STATE OF GEORGIA            )  
  ) ss:  
COUNTY OF FULTON        )

On this the 17 day of January, 2020, before me, the undersigned officer, personally appeared John E. Ramsey, who acknowledged himself/herself to be the President of InVesta Services, LLC, a limited liability company and manager of NR Deed, LLC, and that he as such President of the Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such President of the Manager.



(SEAL)

\_\_\_\_\_  
Notary Public  
Printed Name: CHAD M. COOPER

My Commission Expires:  
Nov 5, '20

# UNOFFICIAL COPY

## Exhibit "A"

LOT 12 IN BLOCK 31 IN VILLAGE OF PARK FOREST FIRST ADDITION TO WESTWOOD, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 26; THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26 AND PART OF SECTION 25, IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 80 Winslow Street, Park Forest, Illinois ~~0404~~ 60466

Property of Cook County Clerk's Office