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THIS DOCUMENT PREPARED
BY AND RECORDING
REQUESTED
BY AND WHEN
RECORDED RETURN TO:

Christopher E. Vinyard, Esq.
Troutman Sanders LLP
1001 Haxall Point, 15th Floor
Richmond, VA 23219

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

by

JCAHIL001 LLC,
a Delaware limited liability company,
as Mortgagor,

to and in favor of

TRUIST BANK,
a North Carolina banking corporation,
as Mortgagee

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

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, as the same may be from time to time extended, amended, restated, supplemented or otherwise modified (hereinafter referred to as this "Mortgage") is executed on the date set forth in the notarial acknowledgment on the signature page hereto and made effective as of the 7th day of April, 2020 (the "Effective Date"), by JCAHIL001 LLC, a Delaware limited liability company, whose address is c/o Oak Street Real Estate Capital, LLC, 125 S. Wacker Drive, Suite 1220, Chicago, IL 60606, Attn: Sean W. Sullivan (hereinafter referred to as the "Mortgagor"), to TRUIST BANK, a North Carolina banking corporation, whose address is Attn: Commercial Real Estate Department, 1909 K Street, NW – 2nd floor, Washington, DC 20006 (hereinafter referred to as the "Lender").

RECITALS

1. Pursuant to a Loan Agreement dated as of even date herewith, by and among JCI PORTFOLIO OWNER LLC, the Mortgagor and the other Borrowers (as defined therein) and the Lender (such Loan Agreement, together with all supplements and amendments thereto, modifications and renewals thereof and substitutions therefor, being hereinafter referred to as the "Loan Agreement"), the Lender has established, for the benefit of the Borrowers, a commercial mortgage loan in the original principal amount of \$11,732,862 (the "Loan"), which Loan is evidenced by a Promissory Note dated as of even date herewith, from the Borrowers to the Lender in the original principal amount of the Loan (such Promissory Note, together with all supplements and amendments thereto, modifications, restatements and renewals thereof and substitutions therefor, being hereinafter referred to as the "Note").

2. As a condition precedent to the Lender making the Loan to Borrowers, the Lender has required that the Mortgagor secure the payment and performance of all obligations of the Borrower arising out of, or in connection with, the Loan by the execution of this Mortgage.

3. Upon default in any of the provisions set forth in the Loan Agreement or any other document evidencing or securing the Loan beyond any applicable notice and cure period and the failure of the Borrower to cure the same, this Mortgage, at the option of the Lender, shall be deemed in default and shall be subject to foreclosure upon the terms and conditions hereinafter provided.

NOW THEREFORE, in order to induce the Lender to make the Loan to the Borrower, the Mortgagor agrees as follows:

Article I.

Definitions, Rules of Construction

Section 1.01. Definitions. As used in this Mortgage, the terms defined in the Preamble and Recitals hereto shall have the respective meanings specified therein, terms used and not otherwise defined herein shall have the meaning specified in the Loan Agreement, and the following terms shall have the meanings indicated:

"Accounts" means all accounts of the Mortgagor within the meaning of the Uniform Commercial Code of the State derived from or arising out of the use, occupancy or enjoyment of the Real Property or for services rendered therein or thereon.

"Additions" means any and all alterations, additions, accessions and improvements to property, substitutions therefor, and renewals and replacements thereof.

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“Casualty” means any act or occurrence of any kind or nature that results in damage, loss or destruction to the Property.

“Claim” means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including without limitation, reasonably attorneys’ fees and the costs and expenses of third party attorneys, consultants, contractors and experts.

“Condemnation” means any taking of title, of use, or of any other property interest under the exercise of the power of eminent domain, whether temporarily or permanently, by any Governmental Authority or by any Person acting under Governmental Authority.

“Condemnation Awards” means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

“Contracts of Sale” means any contracts for the sale of all or any part of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the Proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence and continuation of an Event of Default, to receive and collect all payments due under any contracts of sale.

“Default” means an event which, with the giving of Notice or lapse of time, or both, could or would constitute an Event of Default under the provisions of this Mortgage.

“Encumbrance” means any Lien, easement, right of way, roadway (public or private), common area, condominium regime, cooperative housing regime, restrictive covenant, Lease or other matter of any nature that would affect title to the Property.

“Environmental Report” means that certain Phase I Environmental Site Assessment dated March 18, 2020, prepared by Bureau Veritas, BV Project #: 142724.20R000-002.135.

“Environmental Requirement” means any applicable Law or other agreement or restriction, whether public or private (including but not limited to any condition or requirement imposed by any insurer or surety company) relating to the Property, now existing or hereafter created, issued or enacted and all amendments thereto, modifications thereof and substitutions therefor, which in any way pertains to human health, safety or welfare, Hazardous Materials, Hazardous Materials Contamination of the environment (including but not limited to ground, air, water or noise pollution or contamination, and underground or above ground tanks) and shall include without limitation, the Resource Conservation and Recovery Act (the Solid Waste Disposal Act), 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq. (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; each as amended from time to time.

“Equipment” means all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Improvements), now or hereafter located or contained in or upon,

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or attached to, the Real Property, whether now owned or hereafter acquired by the Mortgagor; together with all Additions to the Equipment and Proceeds thereof.

“Event of Default” means the occurrence of any one or more of the events specified in Article VI of this Mortgage and the continuance of such event beyond the applicable cure periods, if any, set forth in Article VI.

“Expenses” means all fees, charges, costs and expenses of any nature whatsoever actually incurred at any time and from time to time (whether before or after an Event of Default) by the Lender in making, funding or modifying the Loan, in negotiating or entering into any “workout” of the Loan, or in exercising or enforcing any rights, powers and remedies provided in the Security Instruments or any of the other Loan Documents, including reasonable attorneys’ fees, court costs, receiver’s fees, management fees and costs incurred in the repair, maintenance and operation of, or taking possession of, or selling, the Property.

“Governmental Authority” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Hazardous Materials” means any and all hazardous or toxic substances, wastes or materials which, because of their quantity, concentration, or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard or nuisance to human health, safety or welfare or to the environment when used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled, including without limitation, any substance, waste or material which is or contains asbestos, radon, polychlorinated biphenyls, urea formaldehyde, explosives, radioactive materials or petroleum products; provided, however, that the term “Hazardous Materials” shall not include items which would otherwise fall within this definition but which (a) are used in the normal maintenance of the Property, (b) are kept in de minimis amounts consistent with such use, and (c) are stored and handled in accordance with applicable laws.

“Hazardous Materials Contamination” means the contamination (whether presently existing or occurring after the date of this Mortgage) of the Improvements, facilities, soil, ground water, air or other elements on, in or constituting a part of, the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, ground water, air or other elements on, in or constituting a part of, any other property as a result of Hazardous Materials at any time (whether before or after the date of this Mortgage) emanating from the Property.

“Hazardous Materials Indemnification” means the Hazardous Materials Indemnification Agreement of even date hereof executed by the Mortgagor and the Indemnitor for the benefit of the Lender, as the same may from time to time be extended, amended, restated or otherwise modified.

“Improvements” means all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land.

“Indemnification Agreement” means the Indemnification Agreement dated as of even date herewith, executed by the Indemnitor for the benefit of the Lender, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Indemnitor” means Oak Street Real Estate Capital Fund IV, LP, a Delaware limited partnership and its successors and assigns.

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“JCI” means Johnson Controls, Inc., a Wisconsin corporation.

“JCI Lease” means that certain Lease Agreement dated March 6, 2020 (to be effective as of March 16, 2020), by and between the Mortgagor, as landlord, and JCI, as tenant, as amended or otherwise modified from time to time in accordance with the terms thereof.

“Land” means the land described in Exhibit “A” attached hereto, together with (a) all estates, title interests, title reversion rights, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, gaps, gores, liberties, privileges, water rights, water courses, alleys, streets, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements and other rights, now or hereafter owned by the Mortgagor and belonging or appertaining to such land, (b) all Claims whatsoever of the Mortgagor with respect to such land, either in law or in equity, in possession or in expectancy, and (c) all estate, right, title and interest of the Mortgagor in and to all streets, roads and public places, opened or proposed, now or hereafter adjoining or appertaining to, such land.

“Laws” means all federal, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other Governmental Authority having jurisdiction as may be in effect from time to time.

“Leases” means all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, including without limitation the JCI Lease, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

“Lien” means any mortgage, deed of trust, pledge, security interest, assignment, judgment, lien or charge of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction.

“Loan Documents” shall have the meaning set forth in the Loan Agreement.

“Material Casualty or Condemnation” means any Casualty or Condemnation with respect to which the insurance proceeds or Condemnation Award, as applicable, are reasonably expected to exceed 15% of the Allocated Loan Amount (as defined in the Loan Agreement) with respect to the Property.

“Mortgage” means this Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by the Mortgagor for the benefit of the Mortgagee, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Mortgagee” means the Lender and its successors and assigns.

“Net Proceeds”, when used with respect to any Condemnation Awards or insurance proceeds allocable to the Property, means the gross proceeds from any Casualty or Condemnation remaining after payment of all expenses (including reasonable attorneys’ fees) incurred in the collection of such gross proceeds.

“Notice” means a Notice (as defined in the Loan Agreement), which shall be delivered to the following addresses:

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Lender: Truist Bank
 1909 K Street, NW – 2nd floor
 Washington, DC 20006
 Attn. Commercial Real Estate Department

with a copy to:

Troutman Sanders LLP
 1001 Haxall Point, 15th Floor
 Richmond, VA 23219
 Attn. Christopher E. Vinyard, Esq.

Mortgagor: c/o Oak Street Real Estate Capital, LLC
 125 S. Wacker Drive, Suite 1220
 Chicago, IL 60606
 Attn. James Hennessey

with a copy to:

Kirkland & Ellis LLP
 300 North LaSalle
 Chicago, IL 60654
 Attn. David Rosenberg, Esq.

or at such other address as any party shall have notified the others of in the manner set forth in this definition.

“Obligations” means all present and future debts, obligations and liabilities of the Borrowers to the Lender arising pursuant to, or on account of, the provisions of the Loan Agreement, the Note or any of the other Loan Documents, including the obligations: (a) to pay all principal, interest, late charges, prepayment premiums (if any) and other amounts due at any time under the Note; (b) to pay all Expenses, indemnification payments, fees and other amounts due at any time under the Security Instruments or any of the other Loan Documents, together with interest thereon as provided in the Security Instruments or such other Loan Document; (c) to pay and perform all obligations of the Borrowers (or any one or more of them) or any Affiliate of the Borrowers (or any one or more of them) under any Swap Contract; and (d) to perform, observe and comply with all of the terms, covenants and conditions, expressed or implied, which any Borrower is required to perform, observe or comply with pursuant to the terms of the Loan Agreement, this Mortgage or any of the other Loan Documents.

“Permitted Encumbrances” shall have the meaning set forth in the Loan Agreement.

“Person” means an individual, a corporation, a partnership, a limited liability company, a joint venture, a trust, an unincorporated association, any Governmental Authority or any other entity.

“Personalty” means all of the Mortgagor’s interest in personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Real Property, including, without limitation, (a) the Equipment, (b) the Accounts, (c) any franchise or license agreements and management agreements entered into with respect to the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to this Mortgage, and the Mortgagee shall have no responsibility for the performance of the Mortgagor’s obligations thereunder), and (d) all plans and specifications, contracts and subcontracts for the construction or repair of the Improvements, sewer and water taps, allocations and agreements for utilities, bonds,

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permits, licenses, guarantees, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any Governmental Authority, letters of credit and policies of insurance; together with all Additions thereto and Proceeds thereof.

“Proceeds”, when used with respect to any of the collateral described in this Mortgage, means all proceeds within the meaning of the Uniform Commercial Code of the State and shall also include the proceeds of any and all insurance policies.

“Property” means the Land, the Improvements and the Personalty, and all Additions to, and Proceeds of, all of the foregoing.

“Property Assessments” means all applicable taxes, payments in lieu of taxes, water rents, sewer rents, assessments, condominium charges, maintenance charges and other governmental or municipal or public or private dues, charges and levies and any Liens (including federal tax liens) which are or may be levied, imposed or assessed upon the Property or any part thereof, or upon any Leases or any Rents, whether levied directly or indirectly or as excise taxes, as income taxes, or otherwise.

“Real Property” means the Land and the Improvements, and all Additions to, and Proceeds of, each of the foregoing.

“Reimbursement Rate” means a floating rate of interest equal at all times to three percent (3%) per annum in excess of the interest rate then in effect under the Note.

“Rents” means all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, or from any Lease or other use or occupancy agreement pertaining to the Property.

“State” means the State of Illinois.

“Swap Contract” means any agreement, whether or not in writing, relating to any Swap Transaction, including, unless the context otherwise clearly requires, any agreement or contract that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute, and CFTC Regulation 1.3(xxx), any form of master agreement (the “Master Agreement”) published by the International Swaps and Derivatives Association, Inc., and any other master agreement, entered into from time to time between a Swap Counterparty and the Borrowers (or any one or more of them) or any Affiliate of the Borrowers (or any one or more of them), together with any related schedules and confirmations, as the same may be amended, restated, replaced, supplemented, superseded or otherwise modified from time to time in accordance with its terms, relating to or governing any or all of the foregoing.

“Swap Counterparty” means the Lender or an Affiliate of the Lender, in its capacity as counterparty under any Swap Contract.

“Swap Transaction” means any transaction that is a rate swap, basis swap transaction, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond option, note or bill option, interest rate option, forward foreign exchange transaction, cap transaction, spot or floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, swap option, currency option, credit swap or default transaction, T-lock, or any other similar transaction (including any option to enter into any of the foregoing) or any combination of the foregoing, entered into from time to time between a Swap Counterparty and the Borrowers (or any one or more of them) or any Affiliate of the Borrowers (or any one or more of them).

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“Taxes” means all taxes and assessments whether general or special, ordinary or extraordinary, or foreseen or unforeseen, which at any time may be assessed, levied, confirmed or imposed on the Mortgagor or on any of its properties or assets or any part thereof or in respect of any of its franchises, businesses, income or profits.

“Transfer” means any direct or indirect sale, assignment, conveyance or transfer, including, without limitation, any contract or agreement to sell, assign, convey or transfer, whether made with or without consideration.

“Zoning Report” means that certain Final Zoning Compliance Report, Global Zoning Job #: GZ 9002, dated February 25, 2020, prepared by Global Zoning, LLC.

Section 1.02. Rules of Construction. The words “hereof”, “herein”, “hereunder”, “hereto”, and other words of similar import refer to this Mortgage in its entirety. The terms “agree” and “agreements” mean and include “covenant” and “covenants”. The headings of this Mortgage are for convenience only and shall not define or limit the provisions hereof. All references (a) made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to the Land, Improvements, Personalty, Real Property or Property shall mean all or any portion of each of the foregoing, respectively, and (d) to Section numbers are to the respective Sections contained in this Mortgage unless expressly indicated otherwise.

Article II.

Granting Clauses; Condition of Grant

In order to secure the prompt payment and performance of the Obligations, the Mortgagor (a) grants, bargains, sells and conveys the Real Property unto the Mortgagee, TO HAVE AND TO HOLD the Real Property in fee simple forever; provided that, the Mortgagor may retain possession of the Real Property until the occurrence and continuation of an Event of Default; and (b) grants the Mortgagee a lien on, and security interest in, the Personalty; and (c) unconditionally and absolutely assigns the Leases and Rents to the Mortgagee (but subject to the license for collection of Rents described in Section 4.14(b)); and (d) assigns to, and grants the Mortgagee a security interest in, any Contracts of Sale; and (e) assigns to the Mortgagee all Condemnation Awards and any insurance proceeds payable with respect to any Casualty. If and when the Mortgagor and the Indemnitor have paid and performed all of the Obligations, and no further advances are to be made under the Loan Agreement, the Mortgagee will provide a release of this Mortgage to the Mortgagor. The Mortgagor shall be responsible for the recordation of such release and payment of any recording costs.

Article III.

Representations and Warranties

The Mortgagor makes the following representations and warranties to the Mortgagee:

Section 3.01. Warranty of Title. The Mortgagor is (a) the owner of the fee simple legal title to the Real Property and is lawfully seized and possessed of the Real Property, and (b) except for the Permitted Encumbrances, the owner of all of the beneficial and/or equitable interest in and to the Real Property. The Mortgagor has the right and authority to convey the Real Property and does hereby warrant specially, and agrees to defend, the Real Property and the title thereto, whether now owned or hereafter acquired, against all Claims by any Person claiming by, through, or under the Mortgagor. To the Mortgagor’s knowledge, the Real Property is subject to no Encumbrances other than the Permitted Encumbrances. The Mortgagor hereby represents and warrants that all of the Property is a single tax parcel, and there are no properties included in such tax parcel other than the Property. The Mortgagor further covenants and agrees that it

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shall not cause all or any portion of the Real Property to be replatted or for any lots or boundary lines to be adjusted, changed or altered for either ad valorem tax purposes or otherwise, and shall not consent to the assessment of the Real Property in more than one tax parcel or in conjunction with any property other than the Real Property.

Section 3.02. Property Assessments. The Real Property is assessed for purposes of Property Assessments as a separate and distinct parcel from any other property, such that the Real Property shall never become subject to the Lien of any Property Assessments levied or assessed against any property other than the Real Property.

Section 3.03. Independence of the Real Property. No building or other improvements on property not covered by this Mortgage rely on the Real Property or any interest therein to fulfill any requirement of any Governmental Authority for the existence of such property, building or improvements; and, except as set forth in the Zoning Report, none of the Real Property relies, or will rely, on any property not covered by this Mortgage or any interest therein to fulfill any requirement of any Governmental Authority. The Real Property has been properly subdivided from all other property in accordance with the requirements of any applicable Governmental Authorities.

Section 3.04. Existing Improvements. The existing Improvements, if any, were constructed, and are being maintained, in accordance with all applicable Laws, including, without limitation, zoning Laws.

Section 3.05. Personalty. The Mortgagor has good title to the Equipment, and the Personalty is not subject to any Encumbrance other than the Permitted Encumbrances.

Section 3.06. Leases, Rents, Contracts of Sale. Mortgagor's interest in the Leases, Rents and Contracts of Sale are not subject to any Encumbrance other than the Permitted Encumbrances.

Section 3.07. Presence of Hazardous Materials or Contamination; Compliance With Environmental Requirements. To Mortgagor's knowledge, except as set forth in the Environmental Report, (a) no Hazardous Materials are currently located on the Property, nor is the Property affected by any Hazardous Materials Contamination, and (b) the Property has never been used as a manufacturing, storage, treatment, processing, recycling or disposal site for Hazardous Materials. To Mortgagor's knowledge, except as set forth in the Environmental Report, the present condition and uses of, and activities on, the Property do not violate any Environmental Requirement. To Mortgagor's knowledge, except as set forth in the Environmental Report, neither the Mortgagor, nor any tenant or subtenant, has obtained or is required to obtain any permit or other authorization to construct, occupy, operate, use or conduct any activity on, the Property by reason of any Environmental Requirement. The Mortgagor has received no notice, and is not aware, of any Claim involving a violation of any Environmental Requirement with respect to the Property or any operation conducted on the Property. To Mortgagor's knowledge, except as set forth in the Environmental Report, there is no Environmental Requirement which requires any work, repair, construction, capital expenditure, or other remedial work of any nature whatsoever to be undertaken with respect to the Property.

Article IV Affirmative Covenants

Section 4.01. Obligations. The Mortgagor agrees to promptly pay and/or perform all of the Obligations (subject to applicable notice, grace and cure periods set forth in the Loan Documents), time being of the essence in each case.

Section 4.02. Insurance. The Mortgagor shall maintain the insurance as required by the terms of the Loan Agreement.

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Section 4.03. Adjustment of Condemnation and Insurance Claims. The Mortgagor shall give prompt Notice to the Mortgagee of any Casualty or any Condemnation (or any threatened (in writing) Condemnation) as soon as Mortgagor becomes aware of such Casualty or Condemnation or threatened Condemnation. With respect to any Material Casualty or Condemnation, subject to the rights of JCI under the JCI Lease, the Mortgagee is authorized, at its sole option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any Condemnation or Casualty, and to settle or compromise any Claim in connection therewith. In such case, the Mortgagee may also deduct from any payment all reasonable, out-of-pocket expenses incurred by Mortgagee to collect same. The Mortgagee agrees, however, that, so long as no Event of Default has occurred and is continuing, it will not settle or compromise any such Claim without the prior written consent of the Mortgagor, which consent shall not be unreasonably withheld or delayed. If the Mortgagee elects not to adjust a Claim, the Mortgagor agrees to promptly pursue the settlement and compromise of the Claim, subject to the rights of JCI under the JCI Lease. Subject to the rights of JCI under the JCI Lease, if, prior to the receipt by the Mortgagee of any Condemnation Award or insurance proceeds, the Property shall have been sold pursuant to the provisions of Section 7.02, the Mortgagee shall have the right to receive such funds to the extent of (a) any deficiency found to be due upon such sale with interest thereon (whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied), and (b) necessary to reimburse the Mortgagee for its Expenses. The Mortgagor agrees to execute and deliver from time to time, upon the request of the Mortgagee, such further instruments or documents as may be reasonably requested by the Mortgagee to confirm the grant and assignment to the Mortgagee of any Condemnation Awards or insurance proceeds (provided that no such instruments or documents shall increase Mortgagor's obligations or liabilities or decrease Mortgagor's rights).

Section 4.04. Application of Net Proceeds. Subject to the rights of JCI under the JCI Lease, proceeds received by the Mortgagor must be applied to either (a) the payment of the Obligations, without any penalty for prepayment, or (b) the restoration of the Property. Subject to the rights of JCI under the JCI Lease, if an Event of Default has occurred and is continuing, the Mortgagee shall determine, in its sole discretion, the manner in which Net Proceeds are to be applied (i.e., pursuant to clause (a) or (b) of the preceding sentence). If no Event of Default has occurred and is continuing, the Mortgagor shall determine the manner of application, subject to the rights of JCI under the JCI Lease. In the event that, and to the extent that, Net Proceeds with respect to a Material Casualty or Condemnation are to be applied to the restoration of the Property, each of the following conditions must also be met and complied with (subject, however, in each instance, to the rights of JCI under the JCI Lease):

(a) An escrow account shall have been established with the Mortgagee composed of Net Proceeds received by Mortgagor and not required to be turned over to JCI under the JCI Lease. The Mortgagee shall be entitled, at the expense of the Mortgagor, to consult such professionals as the Mortgagee may deem necessary, in its sole discretion, to determine the total costs of restoring the Property. No interest will be paid on funds in the escrow account. The Mortgagor hereby assigns to, and grants to the Mortgagee a security interest in, such escrow account and the funds therein to secure the payment and performance of the Obligations.

(b) All Leases must continue in full force and effect (subject to rent abatement during restoration as may be provided in the Leases) or, if terminated, the terminated Leases must have been replaced with Leases of equal quality in the reasonable judgment of the Mortgagee. Any tenant having the right to terminate its Lease due to the Casualty or Condemnation, and which has not exercised that right, shall have confirmed in writing to the Mortgagee its irrevocable waiver of such termination right.

(c) Proceeds from rental loss or business interruption insurance, or both, or other moneys of the Mortgagor, must be available to the Mortgagor in such amounts as the Mortgagee, in its reasonable judgment, considers sufficient to pay the debt service under the Loan, and all Property

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Assessments, insurance premiums and other sums becoming due from the Mortgagor pursuant to this Mortgage and the Loan Agreement during the time required for restoration.

(d) All restoration will be conducted under the supervision of an architect or engineer, or both, selected and paid for by the Mortgagor and reasonably approved in advance by the Mortgagee, and by a general contractor who shall be reasonably approved by the Mortgagee and shall have executed a fixed price contract. The Mortgagee's approval of the Mortgagor's proposed architect, engineer and/or general contractor shall not be unreasonably withheld, conditioned or delayed.

(e) The restoration will be performed pursuant to plans and specifications reasonably approved by the Mortgagee.

(f) If customary in the applicable jurisdiction and if required by the Mortgagee, the contractor or contractors responsible for the restoration shall have obtained payment and performance bonds from a corporate surety reasonably acceptable to the Mortgagee and naming the Mortgagee as dual obligee.

(g) The Indemnification Agreement shall remain in full force and effect and the Indemnitor shall so confirm to the Mortgagee.

Subject to the rights of JCI under the JCI Lease, if any of the foregoing conditions are not satisfied, the Mortgagee may, in its sole discretion, apply Net Proceeds to the payment of the Obligations, and the Mortgagor shall not be liable for any penalty for prepayment.

Subject to the rights of JCI under the JCI Lease, if applied to restoration, Net Proceeds (and any other funds required to be deposited with the Mortgagee) shall be disbursed from time to time in accordance with the terms and conditions of the construction loan agreement most commonly used by the Mortgagee at the time of the Casualty or Condemnation for major commercial construction loans, and subject also to the following conditions (which shall control in the event of any conflict with the provisions of such construction loan agreement):

(a) Restoration shall commence within thirty (30) days following receipt of the Net Proceeds by the Mortgagee and shall be completed within such time as may be reasonably determined by the Mortgagee in view of the extent of the Casualty or Condemnation but, in any event, shall be completed within a reasonable period after the date the Net Proceeds are received.

(b) At the time of each disbursement, (i) no Lease covering the Property shall have been terminated unless the same have been replaced with Leases of equal quality, in the reasonable judgment of the Mortgagee, and (ii) no Event of Default shall have occurred and shall be continuing.

(c) Restoration shall be performed in accordance with the requirements of Section 5.04.

(d) With respect to each disbursement and accompanying each request therefor, there shall be delivered to the Mortgagee (i) a certificate addressed to the Mortgagee from the architect or engineer supervising the restoration stating that such disbursement is to pay the cost of restoration not paid previously by any prior disbursement, that all restoration completed to the date of such certificate has been completed in accordance with applicable Laws and substantially in accordance with the approved plans and specifications, and that the amount of such disbursement, together with all other disbursements, does not exceed ninety percent (90%) of the aggregate of all costs incurred or paid on account of work, labor or services performed on, and materials installed in, the Property at the date of such certificate, and (ii) evidence reasonably satisfactory to the Mortgagee that all Claims then existing for labor, services and materials have been paid in full or will be paid in full from the proceeds of the disbursement requested.

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(e) The final ten percent (10%) holdback shall be disbursed only upon delivery to the Mortgagee, in addition to the items required in paragraph (d) above, of the following:

(i) Final waivers of Liens from all contractors and subcontractors.

(ii) A certificate of the architect or engineer stating that the restoration has been completed in a good and workmanlike manner, substantially in accordance with the plans and specifications approved by the Mortgagee and in accordance with all applicable Laws.

(iii) An estoppel affidavit from each tenant occupying or leasing space in the Property stating that its Lease is in full force and effect.

(f) Subject to the rights of JCI under the JCI Lease, immediately upon the expiration of any applicable cure period after an Event of Default, the Mortgagee may apply Net Proceeds and any other sums deposited with the Mortgagee to the repayment of the Obligations, without any penalty for prepayment.

Section 4.05. Property Assessments; Escrow.

(a) Unless an escrow account for payment of Property Assessments is created pursuant to subsection (c) below, the Mortgagor will (i) promptly pay in full and discharge (or cause to be paid in full and discharged) all Property Assessments, and (ii) exhibit to the Mortgagee, upon demand, the receipted bills for such Property Assessments prior to the day upon which the same shall become delinquent. Property Assessments shall be considered delinquent as of the first day any interest or penalties commence to accrue thereon.

(b) In the event of the passage of any Law subsequent to the date of this Mortgage in any manner changing or modifying the Laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting any such taxes so as to adversely affect the Mortgagee with respect to this Mortgage (including, without limitation, a requirement that internal revenue stamps be affixed to this Mortgage or any of the other Loan Documents), then promptly upon receipt of notice from the Mortgagee (which notice shall include a statement that such action is being applied consistently with any other similar loans to any other similarly-situated borrowers) the Mortgagor will pay any such tax. If the Mortgagor fails to make such prompt payment, or if any Law prohibits the Mortgagor from making such payment or would penalize the Mortgagee if the Mortgagor makes such payment, then the entire unpaid balance of the Obligations shall, without Notice, immediately become due and payable at the sole option of the Mortgagee. In no event, however, shall any income taxes of the Mortgagee or franchise taxes of the Mortgagee measured by income, or taxes in lieu of such income taxes or franchise taxes, be required to be paid by the Mortgagor.

(c) At any time and from time to time following the occurrence of an Event of Default which remains uncured, provided the JCI Lease is no longer in effect, the Mortgagor shall pay to the Mortgagee monthly, on any date selected by the Mortgagee, such amount as the Mortgagee from time to time estimates will generate sufficient funds to pay all Property Assessments and premiums for the insurance required by Section 4.02 prior to the date such Property Assessments or insurance premiums next become due. The Mortgagee's estimates shall be based on the amounts actually payable or, if unknown, on the amounts actually paid for the year preceding that for which such payments are being made. Any deficiencies shall be promptly paid by the Mortgagor to the Mortgagee on demand. Following the occurrence and continuation of an Event of Default, the Mortgagor shall transmit bills for the Property Assessments and insurance premiums to the Mortgagee promptly. When the Mortgagee has received from the Mortgagor, or on its account, funds sufficient to pay the same, the Mortgagee shall, except as provided below, pay such bills. Payments for such purposes may be made by the Mortgagee at its discretion even

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though subsequent owners of the Property may benefit thereby. Upon foreclosure or release of this Mortgage or, to the extent permitted by Law, upon the occurrence and continuation of an Event of Default, the Mortgagee may apply any sums so deposited to the payment of the Obligations. If from time to time funds are accumulated under the terms of this Section in excess of the amount needed to pay the Property Assessments and such insurance premiums, the Mortgagor at least annually shall be given the option of (i) receiving a refund of the excess funds, (ii) applying the excess funds to the payment of the Obligations (provided prepayment is then permitted without penalty pursuant to the Loan Agreement), or (iii) permitting the excess funds to remain in the escrow account established pursuant to this Section. If the Mortgagor fails to give Notice to the Mortgagee of its intent with respect to the application of the excess funds as provided in this Section within sixty (60) days from the date the Mortgagee mailed notice of the accumulation of the excess funds, the Mortgagee shall promptly return the excess funds to the Mortgagor. Within sixty (60) days after receipt from the Mortgagor of a Notice requesting a refund, the Mortgagee shall also return excess funds to the Mortgagor.

Section 4.06. Compliance with Laws. The Mortgagor will comply with and not violate, and cause to be complied with and not violated, all present and future Laws applicable to the Property and its use and operation.

Section 4.07. Maintenance and Repair of the Property. The Mortgagor, at the Mortgagor's sole expense, will (or will cause the tenant under any applicable Lease to) (a) keep and maintain the Improvements and the Equipment in good condition, working order and repair, and (b) make all necessary or appropriate repairs and Additions to the Improvements and Equipment, so that each part of the Improvements and all of the Equipment shall at all times be in good condition and fit and proper for the respective purposes for which they were originally intended, erected, or installed.

Section 4.08. Additions to Security. All right, title and interest of the Mortgagor in and to all Improvements and Additions hereafter constructed or placed on the Property and in and to any Equipment hereafter acquired shall, without any further mortgage conveyance, assignment or other act by the Mortgagor, become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described in the granting clauses hereof. The Mortgagor agrees, however, to execute and deliver to the Mortgagee such further documents as may be required pursuant to Section 8.02.

Section 4.09. Inspection. The Mortgagor will permit the Mortgagee, or any Person authorized by the Mortgagee, to enter and make inspections of the Property, and at all reasonable times and as often as may be requested by the Mortgagee, subject to the rights of JCI under the JCI Lease.

Section 4.10. Management. The Mortgagor at all times shall provide for the competent and responsible management and operation of the Property. Any management contract or material modification or change to any existing management contract affecting the Property must be approved in writing by the Mortgagee prior to the execution of the same.

Section 4.11. Books and Records. The Mortgagor will keep and maintain full and accurate records and books as required by the terms of the Loan Agreement.

Section 4.12. Estoppel Certificates. Within ten (10) days after any request by the Mortgagee or a proposed assignee or purchaser of the Loan, the Mortgagor shall certify in writing to the Mortgagee, or to such proposed assignee or purchaser, the then unpaid balance of the Loan and whether, to the Mortgagor's knowledge, the Mortgagor has any right of defense or setoff to the payment or performance of any of the Obligations.

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Section 4.13. Subrogation. To the extent permitted by Law, the Mortgagee shall be subrogated, notwithstanding its release of record, to any Lien now or hereafter existing on the Property to the extent that such Lien is paid or discharged by the Mortgagee whether or not from the proceeds of the Loan. This Section shall not be deemed or construed, however, to obligate the Mortgagee to pay or discharge any Lien.

Section 4.14. Leases.

(a) The Mortgagee shall have the right to approve any Lease executed after the date of this Mortgage as to form, content and financial strength of the tenant. All such Leases shall, at the Mortgagee's option, include subordination provisions reasonably acceptable to the Mortgagee. At any time, within thirty (30) days after Notice from the Mortgagee, the Mortgagor will deliver to the Mortgagee a written description in such reasonable detail as the Mortgagee may request of all of the Leases, including, without limitation, the names of all tenants, the terms of all Leases and the Rents payable under all Leases, and, on demand, the Mortgagor will furnish to the Mortgagee fully executed copies of any Leases. If any Lease provides for the giving by the tenant of certificates with respect to the status of such Lease, the Mortgagor shall exercise its right to require such certificate within ten (10) days after the request by the Mortgagee. Within thirty (30) days after any request by the Mortgagee, the Mortgagor will notify all tenants under existing Leases, and agrees to thereafter notify all tenants under future Leases, that (i) the Mortgagor collects and receives all Rents pursuant to the license granted to it hereunder, and (ii) upon Notice from the Mortgagee that such license has been revoked, the tenant shall pay all unpaid Rent directly to the Mortgagee.

(b) So long as no Event of Default has occurred and is continuing, the Mortgagor shall have a license (which license shall terminate automatically and without Notice upon the occurrence and continuation of an Event of Default) to collect upon, but not prior to accrual, the Rents under the Leases and, where applicable, subleases, such Rents to be held in trust for the Mortgagee. Each month, provided no Event of Default has occurred and is continuing, the Mortgagor may retain such Rents as were collected that month and held in trust for the Mortgagee. Upon revocation of such license and following notification to the tenants under the Leases by the Mortgagee that Rents are to be paid to the Mortgagee, all Rents shall be paid directly to the Mortgagee and not through the Mortgagor. During the continuance of an Event of Default, a demand by the Mortgagee on any tenant for the payment of Rent shall be sufficient to warrant such tenant to make future payments of Rent to the Mortgagee without the necessity of further consent by the Mortgagor.

(c) The Mortgagor, at its sole cost and expense, will use commercially reasonable efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective tenants under any Leases and will appear in and defend, at its sole cost and expense, any action or proceeding arising under, or in any manner connected with, such Leases.

(d) The Mortgagor will not assign the whole or any part of the Leases or Rents without the prior written consent of the Mortgagee, and any assignment without such consent shall be null and void.

(e) The Mortgagor will promptly perform (in all material respects) all of its obligations under any Leases. The Mortgagor will not, without the prior written consent of the Mortgagee (not to be unreasonably withheld, conditioned or delayed), (i) cancel, terminate, accept a surrender of, reduce the payment of rent under, or accept any prepayment of rent for more than one (1) month in advance under any Lease, or (ii) permit a Lien on the Property superior to any Lease, other than this Mortgage and any separate assignment of leases in favor of the Mortgagee.

(f) The Mortgagee shall not be obligated to perform or discharge any obligation of the Mortgagor under any Lease. This assignment of the Leases in no manner places on the Mortgagee any responsibility for (i) the control, care, management or repair of the Property, (ii) the carrying out of any of

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the terms and conditions of the Leases, (iii) any waste committed on the Property, or (iv) any dangerous or defective condition on the Property (whether known or unknown). The Mortgagor agrees to indemnify the Mortgagee for, and forever hold it harmless from, any and all Claims arising out of, or in connection with, any Leases or any assignment thereof, except to the extent arising out of the gross negligence or willful misconduct of Mortgagee.

(g) If any Lease is subordinate (either by its date, by its express terms or by agreement of the tenant) to this Mortgage, such Lease shall be subject to the condition (and this Mortgage so authorizes) that, in the event of any sale of the Property pursuant to the provisions of Section 7.02, such Lease shall, at the sole option of the Mortgagee or any purchaser at such sale, either (i) continue in full force and effect as set forth in the required advertisement of sale, and the tenant or tenants thereunder will, upon request, attorn to and acknowledge in writing the purchaser or purchasers at such sale or sales as landlord thereunder, or (ii) subject to any rights of the tenant as set forth in a subordination, non-disturbance and attornment agreement (or other similar agreement with the Mortgagee), upon notice to such effect from the Mortgagee or any purchaser or purchasers, terminate within ninety (90) days from the date of sale.

Section 4.15. Taxes. The Mortgagor shall pay and discharge (or cause to be paid and discharged) all Taxes prior to the date on which penalties are attached thereto unless and to the extent only that such Taxes are contested in accordance with Section 4.18.

Section 4.16. Right to Perform. If the Mortgagor fails to promptly pay or perform any of the Obligations, resulting in an Event of Default that continues beyond the expiration of any applicable cure period, the Mortgagee, without demand upon the Mortgagor, and without waiving or releasing any Obligation or Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Mortgagor. The Mortgagee may enter upon the Property for that purpose and take all action thereon as the Mortgagee considers necessary or appropriate. All Expenses incurred by the Mortgagee pursuant to this Section, together with interest thereon at the Reimbursement Rate, shall be paid by the Mortgagor to the Mortgagee as provided in Section 4.17.

Section 4.17. Reimbursement; Interest. If the Mortgagee shall incur any Expenses or pay any Claims to which the Mortgagee becomes a party by reason of this Mortgage or the rights and remedies provided hereunder (regardless of whether this Mortgage expressly provides for an indemnification against such Claims by the Mortgagor), such Expenses and Claims shall be (a) paid by the Mortgagor to the Mortgagee on demand, together with interest thereon from the date incurred until paid in full by the Mortgagor at the Reimbursement Rate, and (b) a part of the Obligations secured by this Mortgage. Notwithstanding the foregoing, however, in any action or proceeding to foreclose this Mortgage or to recover or collect the Obligations, the provisions of Law governing the recovery of costs, disbursements and allowances shall prevail unaffected by this Section. Whenever this Mortgage provides for interest to be paid at the Reimbursement Rate, the Reimbursement Rate shall be calculated on the basis of a 360-day year factor applied to actual days elapsed.

Section 4.18. Permitted Contests. The Mortgagor shall not be required to pay any of the Property Assessments, or to comply with any Law, so long as the Mortgagor (or the tenant under a Lease) shall in good faith, and at its cost and expense, contest the amount or validity thereof, or take other appropriate action with respect thereto, in good faith and in an appropriate manner or by appropriate proceedings; provided that (a) such proceedings operate to prevent the collection of, or other realization upon, such Property Assessments or enforcement of the Law so contested, (b) there will be no sale, forfeiture or loss of the Property during the contest, (c) the Mortgagee is not subjected to any Claim, and (d) the Mortgagor provides assurances reasonably satisfactory to the Mortgagee (including, without limitation, the establishment of an appropriate reserve account with the Mortgagee, a court or Governmental Authority) of its (or such tenant's) ability to pay such Property Assessments or comply with such Law in the event the

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Mortgagor is unsuccessful in its contest. Each such contest shall be promptly prosecuted to final conclusion or settlement, and the Mortgagor shall indemnify and save the Mortgagee harmless against all Claims in connection therewith, except in the event of fraud, gross negligence or willful misconduct by the Mortgagee or its agents. Promptly after the settlement or conclusion of such contest or action, the Mortgagor shall comply with such Law and/or pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable, if any, together with any applicable penalties, fines, interests, costs and expenses in connection therewith.

Section 4.19. **Security Agreement; Fixture Filing.** This Mortgage creates a security interest in the Personalty, and, to the extent the Personalty is not real property, this Mortgage constitutes a security agreement from the Mortgagor to the Mortgagee under the Uniform Commercial Code of the State. The Mortgagor hereby agrees to execute and deliver on demand, and hereby irrevocably constitutes and appoints the Mortgagee the attorney-in-fact of the Mortgagor, to execute, deliver and, if appropriate, to file with the appropriate filing office or offices, such financing statements or other instruments as the Mortgagee may reasonably request or require in order to perfect the security interest granted hereby or to continue the effectiveness of the same. As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, it is intended by the Mortgagor and the Mortgagee that this Mortgage constitutes a fixture filing filed with the real estate records of Cook County, Illinois, under the Uniform Commercial Code, as amended or recodified from time to time, from the state wherein the Property is located ("UCC"). For purposes of this fixture filing, the "Debtor" is the Mortgagor and the "Secured Party" is the Mortgagee. A description of the land which relates to the fixtures is set forth in Exhibit A attached hereto. The Mortgagor is the record owner of such land, and this Mortgage covers goods which are or are to become fixtures on such land. The filing of a financing statement covering the collateral shall not be construed to derogate from or impair the lien or provisions of this Mortgage with respect to any property described herein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in any financing statement shall be construed to alter any of the rights of the Mortgagee under this Mortgage or the priority of the Mortgagee's Lien created hereby, and such financing statement is declared to be for the protection of the Mortgagee in the event any court shall at any time hold that notice of the Mortgagee's priority interest in any property or interests described in this Mortgage must, in order to be effective against a particular class of persons, including but not limited to the Federal government and any subdivision, agency or entity of the Federal government, be filed in the UCC records.

Article V Negative Covenants

Section 5.01. **Encumbrances.** Without the prior written consent of the Mortgagee, the Mortgagor will not knowingly permit the Real Property or the Personalty, or the Leases, Rents or Contracts of Sale, to become subject to any Encumbrances other than the Permitted Encumbrances. The Mortgagor shall give the Mortgagee Notice, promptly upon the Mortgagor becoming aware thereof, of any default under any Lien and Notice of any foreclosure or threat of foreclosure.

Section 5.02. **Transfer of the Property.** The Mortgagor will not Transfer, or contract to Transfer, all or any part of the Property or any legal or beneficial interest therein, except for Transfers of the Equipment permitted by Section 5.03 or as otherwise expressly permitted under the Loan Agreement.

Section 5.03. **Removal, etc. of Equipment and Improvements.** Except to the extent permitted by the following sentence, and subject to the rights of tenants under the Leases, none of the Improvements or Equipment shall be removed, demolished or materially altered, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed. The Mortgagor may remove and dispose of, free from the Lien of this Mortgage, such Equipment as from time to time becomes worn out or obsolete, provided that, either (a) at the time of, or prior to, such removal, any such

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Equipment is replaced with other Equipment which is free from Liens other than Permitted Encumbrances and has a value at least equal to that of the replaced Equipment (and by such removal and replacement the Mortgagor shall be deemed to have subjected such Equipment to the Lien of this Mortgage), or (b) so long as a prepayment may be made without penalty pursuant to the Loan Agreement, such Equipment is sold at fair market value for cash and the net cash proceeds received from such disposition are paid over promptly to the Mortgagee to be applied to the prepayment of the principal of the Loan.

Section 5.04. Additional Improvements. The Mortgagor will not construct any Improvements other than those presently on the Land without the prior written consent of the Mortgagee. The Mortgagor will complete and pay for, within a reasonable time, any Improvements which the Mortgagor is permitted to construct on the Land. The Mortgagor will construct and erect any permitted Improvements (a) strictly in accordance with all applicable Laws and any private restrictive covenants, (b) entirely on lots or parcels of the Land, (c) so as not to encroach upon any easement or right of way or upon the land of others, and (d) wholly within any building restriction lines applicable to the Land. Notwithstanding the foregoing, any construction or other tenant improvement work conducted by the tenants under terms of the Leases shall not constitute a breach or default by the Mortgagor of this Section.

Section 5.05. Restrictive Covenants, Zoning, etc. Without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed, the Mortgagor will not initiate, join in, or consent to any change in, any restrictive covenant, easement, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property. The Mortgagor will (a) promptly perform and observe, and use commercially reasonable efforts to cause the tenants under the Leases to perform and observe, all of the material terms and conditions of all agreements affecting the Property, and (b) do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Section 5.06. Prohibition on Hazardous Materials. The Mortgagor will not cause, commit, knowingly permit or allow to continue any violation of any Environmental Requirement by any Person on or with respect to the Property. The Mortgagor will not place, install, store, spill, leak, dispose of or release, or cause, commit, knowingly permit, or allow the placement, installation, storage, spilling, leaking, disposal or release of, any Hazardous Materials on the Property in violation of applicable Laws and will keep the Property free of all Hazardous Materials Contamination.

Article VI. Events of Default

Subject to Section 6.2 of the Loan Agreement, the occurrence of any one or more of the following shall constitute an "Event of Default" under this Mortgage:

Section 6.01. Payment Obligations. The Mortgagor fails to pay any Obligation within five (5) Business Days after the date when due and payable, whether on the scheduled due date or upon acceleration, maturity or otherwise; provided, however, that the grace period herein provided shall not be applicable to the payment of the Obligations in full at maturity.

Section 6.02. Transfer of the Property; Encumbrances. The Mortgagor fails to comply with Sections 5.01 or 5.02.

Section 6.03. Other Obligations. The Mortgagor fails to promptly perform or comply with any of the obligations of the Mortgagor under this Mortgage (other than those expressly described in other Sections of this Article VI), and such failure continues uncured for a period of thirty (30) days after Notice from the Mortgagee to the Mortgagor; provided, that such thirty (30) day period shall be extended to permit

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the cure of any default which by its nature is not reasonably susceptible to cure within said thirty (30) day period, so long as the Mortgagor promptly within said thirty (30) day period commences its efforts to cure and thereafter diligently pursues the same to completion within sixty (60) days after the lapse of the initial thirty (30) days.

Section 6.04. Event of Default Under Other Loan Documents. An Event of Default (as defined therein) occurs and is continuing under the Loan Agreement or any of the other Loan Documents other than this Mortgage.

Section 6.05. Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Loan Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed, and that under applicable law the present use of the Property would be required to cease.

Section 6.06. Default Under Other Lien Documents. A default beyond any applicable notice and cure period occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Property, including, without limitation, any Permitted Encumbrances.

Section 6.07. Execution, Attachment. Any execution or attachment is levied against the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Article VII. Rights and Remedies

Subject to Section 6.2 of the Loan Agreement, upon the occurrence and during the continuance of any Event of Default, the Mortgagee may exercise any of the following rights, powers or remedies:

Section 7.01. Acceleration. The Mortgagee may declare (without Notice to the Mortgagor and without presentment, demand, protest or notice of protest or of dishonor, all of which the Mortgagor hereby waives) the Obligations to be immediately due and payable.

Section 7.02. Foreclosure. The Mortgagee may take possession of and sell the Property, or any part thereof, and in connection therewith the Mortgagor hereby (a) assents to the passage of a decree for the sale of the Property by the equity court having jurisdiction, and (b) authorizes and empowers the Mortgagee to take possession of and sell (or in case of the default of any purchaser to resell) the Property, or any part thereof, all in accordance with the Laws or rules of court relating to mortgages, including any amendments thereof, or additions thereto, which do not materially change or impair the remedy. In connection with any foreclosure, the Mortgagee may (a) procure such title reports, surveys, tax histories and appraisals as they deem necessary, and (b) make such repairs and Additions to the Property as they deem advisable, all of which shall constitute Expenses. In case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Property may be sold as an entirety or in parcels, by one sale or by several sales, as may be deemed by the Mortgagee to be appropriate and without regard to any right of the Mortgagor or any other Person to the marshalling of assets. Any sale hereunder may be made at public auction, at such time or times, at such place or places, and upon such terms and conditions and after such previous public notice as the Mortgagee shall deem appropriate and advantageous and as required by Law. Upon the terms of such sale being complied with, the Mortgagee shall convey to, and at the cost of, the purchaser or purchasers the interest of the Mortgagor in the Property so sold, free and discharged of and from all estate, title or interest of the Mortgagor, at law or in equity, such purchaser or purchasers being hereby discharged from all liability to see to the application of the purchase money. The proceeds of such sale or sales under this Mortgage, whether under the assent to a decree, the power of sale, or by equitable

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foreclosure, shall be held by the Mortgagee and applied as follows: First, to pay (a) all Expenses incurred in connection with such sale or in preparing the Property for such sale including, among other things, the reasonable fees and expenses of counsel representing the Mortgagee for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee in connection with any contested matter in the proceedings, then such other counsel fees shall be allowed and paid out of the proceeds of such sale or sales as the court having jurisdiction may deem proper. and (b) a commission equal to the commission allowed mortgagees for making sales of property under decrees of the equity court having jurisdiction; Second, to pay all of the Obligations and all interest then due and accrued thereon, which shall include interest through the date of ratification of the auditor's account; and Lastly, to pay the surplus, if any, to the Mortgagor or any Person entitled thereto upon surrender and delivery to the purchaser or purchasers of the Property, and less the Expenses, if any, of obtaining possession. Immediately upon the filing of any foreclosure under this Mortgage, there shall also become due and owing by the Mortgagor a commission on the total amount of the Obligations then due equal to one-half of the percentage allowed as commission to mortgagees making sales under orders or decrees of the equity court having jurisdiction, and no Person shall be required to receive only the aggregate amount of the Obligations to the date of payment unless the same is accompanied by a tender of such commission.

Section 7.03. Taking Possession or Control of the Property. As a matter of right without regard to the adequacy of the security, and to the extent permitted by law without Notice to the Mortgagor, the Mortgagee shall be entitled, upon application to a court of competent jurisdiction, to the immediate appointment of a receiver for all or any part of the Property and the Rents, whether such receivership be incidental to a proposed sale of the Property or otherwise, and the Mortgagor hereby consents to the appointment of such a receiver. In addition, to the extent permitted by Law, and with or without the appointment of a receiver, or an application therefor, the Mortgagee may (a) enter upon, and take possession of (and the Mortgagor shall surrender actual possession of), the Property or any part thereof, without Notice to the Mortgagor and without bringing any legal action or proceeding, or, if necessary by force, legal proceedings, ejectment or otherwise, and (b) remove and exclude the Mortgagor and its agents and employees therefrom.

Section 7.04. Management of the Property. Upon obtaining possession of the Property or upon the appointment of a receiver as described in Section 7.03, the Mortgagee or the receiver, as the case may be, may, at its sole option, (a) make all necessary or proper repairs and Additions to or upon the Property, (b) operate, maintain, control, make secure and preserve the Property, (c) receive all Rents, and (d) complete the construction of any unfinished Improvements on the Property and, in connection therewith, continue any and all outstanding contracts for the erection and completion of such Improvements and make and enter into any further contracts which may be necessary, either in their or its own name or in the name of the Mortgagor (the cost of completing the Improvements shall be Expenses secured by this Mortgage and accrue interest as set forth in Section 4.17). In so doing, the Mortgagee or such receiver shall have the right to manage the Property and to carry on the business of the Mortgagor and may exercise all of the rights and powers of the Mortgagor, either in the name of the Mortgagor, or otherwise, including, but without limiting the generality of the foregoing, the right to lease the Property, to cancel, modify, renew or extend any Lease or sub-lease of the Property and to carry on any contracts entered into by the Mortgagor with respect to the Property. The Mortgagee or such receiver shall be under no liability for, or by reason of, any such taking of possession, entry, holding, removal, maintaining, operation or management, except for gross negligence or willful misconduct. Any Rents received shall be applied (a) first, to pay all Expenses, and (b) the balance, if any, to payment of the other Obligations. The Mortgagor shall pay on demand to the Mortgagee or the receiver (as the case may be) the amount of any deficiency between (a) the Rents received by the Mortgagee or the receiver, and (b) all Expenses incurred together with interest thereon at the Reimbursement Rate as provided in Section 4.17. The exercise of the remedies provided in this Section shall not cure or waive any Event of Default, and the enforcement of such remedies, once commenced, shall continue for so long as the

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Mortgagee shall elect, notwithstanding the fact that the exercise of such remedies may have, for a time, cured the original Event of Default.

Section 7.05. Uniform Commercial Code. The Mortgagee may proceed under the Uniform Commercial Code of the State as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code of the State. Upon the occurrence and during the continuance of any Event of Default, the Mortgagor shall assemble all of the Equipment and make the same available within the Improvements. Any notification required by Section 9-611 of the Uniform Commercial Code of the State shall be deemed reasonably and properly given if sent in accordance with the Notice provision of this Mortgage at least ten (10) days before any sale or other disposition of the Personalty. Disposition of the Personalty shall be deemed commercially reasonable if made pursuant to a public sale advertised at least twice in a newspaper of general circulation in the community where the Property is located. Proceeds from any such sale shall be applied as follows: (a) first, to pay all Expenses incurred in connection with the sale, and (b) the balance, if any, to payment of the other Obligations.

Section 7.06. Other Remedies. The Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against the Mortgagor and to sue the Mortgagor for any sums (whether interest, damages for failure to pay principal or any installments thereof, taxes, or any other sums required to be paid under the terms of this Mortgage, as the same become due), without regard to whether or not any other of the Obligations shall be due, and without prejudice to the right of the Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor, including, without limitation, an action of foreclosure or an action for specific performance, for a Default by the Mortgagor existing at the time such earlier action was commenced.

Section 7.07. Remedies, etc. Cumulative. Each right, power and remedy of the Mortgagee as provided for in this Mortgage, or in any of the other Loan Documents or now or hereafter existing by Law, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, or in any of the other Loan Documents or now or hereafter existing by Law, and the exercise or beginning of the exercise by the Mortgagee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Mortgagee of any or all such other rights, powers or remedies.

Section 7.08. No Waiver by the Mortgagee, etc. No course of dealing or conduct between the Mortgagee and the Mortgagor shall be effective to amend, modify or change any provisions of this Mortgage or the other Loan Documents. No failure or delay by the Mortgagee to insist upon the strict performance of any term, covenant or agreement of this Mortgage or of any of the other Loan Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude the Mortgagee from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the Obligations, the Mortgagee shall not be deemed to waive the right either to require prompt payment when due of all other Obligations, or to declare an Event of Default for failure to make prompt payment of any such other Obligations. Neither the Mortgagor nor any other Person now or hereafter obligated for the payment of the whole or any part of the Obligations shall be relieved of such liability by reason of (a) the failure of the Mortgagee to comply with any request of the Mortgagor or of any other Person to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, or (b) any agreement or stipulation between any subsequent owner or owners of the Property and the Mortgagee, or (c) the Mortgagee extending the time of payment or modifying the terms of this Mortgage or any of the other Loan Documents without first having obtained the consent of the Mortgagor or such other Person. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Property, the Mortgagee may release any Person at any time liable for any of the Obligations or any

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part of the security for the Obligations, and may extend the time of payment or otherwise modify the terms of this Mortgage or any of the other Loan Documents without in any way impairing or affecting the Lien of this Mortgage or the priority of this Mortgage over any subordinate Lien. The holder of any subordinate Lien shall have no right to terminate any Lease regardless of whether or not such Lease is subordinate to this Mortgage. The Mortgagee may resort to the security or collateral described in this Mortgage or any of the other Loan Documents in such order and manner as the Mortgagee may elect in its sole discretion.

Section 7.09. Waivers and Agreements Regarding Remedies. To the full extent the Mortgagor may do so, the Mortgagor hereby:

(a) agrees that it will not at any time plead, claim or take advantage of any Laws now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and waives and releases all rights of redemption, valuation, appraisal, stay of execution, extension and notice of election to accelerate the Obligations;

(b) waives all rights to a marshalling of the assets of the Mortgagor, including without limitation, the Property, or to a sale in the inverse order of alienation in the event of a foreclosure of the Property, and agrees not to assert any right under any Law pertaining to the marshalling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of the Mortgagee under the terms of this Mortgage to a sale of the Property without any prior or different resort for collection, or the right of the Mortgagee to the payment of the Obligations out of the proceeds of sale of the Property in preference to every other claimant whatsoever;

(c) waives any right to bring or utilize any defense, counterclaim or setoff, other than one which denies the existence or sufficiency of the facts upon which any foreclosure action is grounded. If any defense, counterclaim or setoff, other than one permitted by the preceding clause, is timely raised in a foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a Claim which could be tried in an action for money damages, such Claim may be brought in a separate action which shall not thereafter be consolidated with the foreclosure action. The bringing of such separate action for money damages shall not be deemed to afford any grounds for staying the foreclosure action; and

(d) waives and relinquishes any and all rights and remedies which the Mortgagor may have or be able to assert by reason of the provisions of any Laws pertaining to the rights and remedies of sureties.

Section 7.10. Setoff. The Mortgagee may set off against and apply any funds of the Mortgagor on deposit with, or under the control of, the Mortgagee to the payment of the Obligations, without Notice and without resort to any judicial proceeding.

Article VIII. Miscellaneous

Section 8.01. Application of Moneys. Whenever it is provided in this Mortgage for any moneys to be applied to payment of the Obligations, and no express order of payment is set forth, such moneys shall be applied to the Obligations in such order and manner as are set forth herein or in the Loan Agreement, or otherwise as the Mortgagee may determine in its sole discretion, subject to applicable law.

Section 8.02. Further Assurances. At any time, and from time to time, upon reasonable request by the Mortgagee, the Mortgagor will, at the Mortgagor's expense, (a) correct any defect, error or omission which may be discovered in the form or content of any of the Loan Documents, and (b) make, execute,

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deliver and record, or cause to be made, executed, delivered and recorded, any and all further instruments, certificates, and other documents as may, in the reasonable opinion of the Mortgagee, be necessary or desirable in order to complete, perfect or continue and preserve the Lien of this Mortgage (provided that the foregoing shall not increase the Mortgagor's obligations or liabilities or decrease the Mortgagor's rights hereunder). Upon any failure by the Mortgagor to do so, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor, all at the sole expense of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor to do so, this appointment being coupled with an interest. With respect to any financing statement, the Mortgagor agrees that a carbon, photographic or other reproduction of a security agreement or a financing statement is sufficient as a financing statement for purposes of Section 9-502 of the Uniform Commercial Code of the State.

Section 8.03. Notices. Notices shall be given and deemed effective in accordance with the Notice provisions of the Loan Agreement.

Section 8.04. Successors and Assigns. All of the grants, covenants, terms, provisions and conditions of this Mortgage shall run with the Land and shall apply to and bind the successors and assigns of the Mortgagor (including any permitted subsequent owner of the Property), and inure to the benefit of the Mortgagee and its successors and assigns.

Section 8.05. No Warranty by the Mortgagee. By inspecting the Property or by accepting or approving anything required to be observed, performed or fulfilled by the Mortgagor or to be given to the Mortgagee pursuant to this Mortgage or any of the other Loan Documents, the Mortgagee shall not be deemed to have warranted or represented the condition, sufficiency, legality, effectiveness or legal effect of the same, and such acceptance or approval shall not constitute any warranty or representation with respect thereto by the Mortgagee.

Section 8.06. Amendments. This Mortgage may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

Section 8.07. Illegality or Invalidity. If fulfillment of any provision of this Mortgage or any transaction related hereto (including any provision relating to the payment of interest) shall at any time involve transcending the limit of validity prescribed by Law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained, other than the provisions requiring the Mortgagor to pay the Obligations, operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be void, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect; and if such clause or provision requires the Mortgagor to pay any of the Obligations, then at the sole option of the Mortgagee, all of the Obligations shall become due and payable.

Section 8.08. Governing Law. This Mortgage shall be construed, governed and enforced in accordance with the Laws in effect from time to time in the State.

Section 8.09. Releases. Notwithstanding anything contained herein or in any of the other Loan Documents to the contrary, upon the satisfaction of each of the Release Conditions (as defined in the Loan Agreement), as determined by the Mortgagee in its sole, but reasonable discretion, the Mortgagor shall have the right to obtain a release of the lien of this Mortgage.

Section 8.10. Inconsistency with Loan Agreement. In the event of a conflict or inconsistency between the terms of this Mortgage and the Loan Agreement, the terms and provisions of the Loan Agreement shall govern except as it relates to choice of law provisions or any other provisions that affect the enforceability of this Mortgage.

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Section 8.11. State-Specific Rider. Certain provisions specific to the State are attached hereto and made a part hereof as Exhibit B (the "Rider"). Notwithstanding anything contained in this Mortgage, in the event of a conflict between the provisions of the Rider and any other part of this Mortgage, the terms and provisions of the Rider shall modify and supersede and shall govern and control over such other conflicting portions of this Mortgage.

[Signature appears on following page]

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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed under seal as of the day and year first written above.

JCAHIL001 LLC,
a Delaware limited liability company

By: _____ (SEAL)

Name: James Hennessey

Its: Authorized Signatory

STATE OF Illinois,
County of Cook TO WIT:

I HEREBY CERTIFY, that on this 30th day of March 2020, before me, the undersigned Notary Public of said State, personally appeared James Hennessey, who acknowledged himself to be the Authorized Signatory of JCAHIL001 LLC, a Delaware limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained by signing the name of said limited liability company by himself as Authorized Signatory.

WITNESS my hand and Notarial Seal.



Notary Public

My Commission Expires: 02/10/2024



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EXHIBIT A

PROPERTY DESCRIPTION

The North 115.37 feet of Lot 1 and Lot 2 (except the North 100 feet) in the Elmhurst-Algonquin Industrial Park Unit No. 1, being a Resubdivision of part of Lot 3 in Linneman's Division in Section 23, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Numbers: 08-23-202-044-0000 and 08-23-202-047-0000

Street Address: 3007 Malmo Drive, Mount Prospect, Illinois 60005

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EXHIBIT B

STATE-SPECIFIC RIDER

This Rider is intended to modify and supplement certain provisions of the Mortgage. In the event of any inconsistencies or conflict between the terms and conditions of this Rider and the terms and conditions of the Mortgage, the terms and conditions of this Rider shall control. The Mortgage is hereby amended and supplemented as follows:

SECTION 1. Illinois Mortgage Foreclosure.

(a) It is the express intention of Mortgagor and Mortgagee that the rights, remedies, powers and authorities conferred upon Mortgagee pursuant to the Mortgage shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Illinois Mortgage Foreclosure Law (735 ILCS § 5/15-1101 et seq.) (herein called the "IMFL") and/or as otherwise permitted by applicable law, as if they were expressly provided for herein. In the event that any provision in the Mortgage shall be inconsistent with any provision in the IMFL, the provisions of the IMFL shall take precedence over the provisions of the Mortgage, but shall not invalidate or render unenforceable any other provision of the Mortgage that can be construed in a manner consistent with the IMFL.

(b) Without limiting the generality of the foregoing, all reasonable and customary expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the IMFL, whether incurred before or after any decree or judgment of foreclosure, and whether provided for in the Mortgage, shall be added to the indebtedness secured by the Mortgage or by the judgment of foreclosure.

(c) The powers, authorities and duties conferred upon Mortgagee, in the event that Mortgagee takes possession of the Property, and upon a receiver hereunder, shall also include all such powers, authority and duties as may be conferred upon a Mortgagee in possession or receiver under and pursuant to the IMFL. To the extent the IMFL may limit the powers, authorities and duties purportedly conferred hereby, such power, authorities and duties shall include those allowed, and be limited as proscribed by IMFL at the time of their exercise or discharge.

(d) Mortgagor knowingly and voluntarily waives, on behalf of itself and all persons or entities now or hereafter interested in the Property, to the fullest extent permitted by applicable law including IMFL, (i) all rights under all appraisal, homestead, moratorium, valuation, exemption, stay, extension, redemption, single action, election of remedies and marshaling statutes, laws or equities now or hereafter existing, (ii) any and all requirements that at any time any action may be taken against any other person or entity and Mortgagor agrees that no defense based on any thereof will be asserted in any action enforcing this Instrument, and (iii) any and all rights to reinstatement and redemption as allowed under Section 15-1601(b) of the IMFL or to cure any defaults, except such rights of reinstatement and cure as may be expressly provided by the terms of the Mortgage and/or the Loan Agreement.

(e) MORTGAGOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS OF REDEMPTION FROM SALE OR OTHERWISE UNDER ANY ORDER OR DECREE OF FORECLOSURE, DISCLAIMS ANY STATUS WHICH IT MAY HAVE AS AN "OWNER OF REDEMPTION" AS THAT TERM MAY BE DEFINED IN SECTION 15-1212 OF THE IMFL, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF MORTGAGOR AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PROPERTY DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THE MORTGAGE, AND ON BEHALF OF

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ALL OTHER PERSONS TO THE FULLEST EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

SECTION 2. Protective Advances.

(a) All reasonable advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage or by the IMFL (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the IMFL, including those provisions of the IMFL hereinbelow referred to:

(i) all advances by Mortgagee in accordance with the terms of the Mortgage to: (a) preserve or maintain, repair, restore or rebuild the improvements upon the Property; (b) preserve the lien of the Mortgage or the priority thereof; or (c) enforce the Mortgage, each as referred to in Subsection (b)(5) of Section 5/15-1302 of the IMFL;

(ii) payments by Mortgagee of: (a) when due, installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (b) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; (c) other obligations authorized by the Mortgage; or (d) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the IMFL;

(iii) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(iv) reasonable attorneys' fees and other costs incurred: (a) in connection with the foreclosure of the Mortgage as referred to in Sections 1504(d)(2) and 5/15-1510 of the IMFL; (b) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of the Mortgage or arising from the interest of Mortgagee hereunder; or (c) in the preparation for the commencement or defense of any such foreclosure or other action related to the Mortgage or the Property;

(v) Mortgagee's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the IMFL;

(vi) reasonable expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 5/15-1512 of the IMFL;

(vii) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (a) if the Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof which are required to be paid; (b) if Mortgagor's interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (c) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Mortgagee takes possession of the Property imposed by Subsection (c)(1) of Section

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5/15-1704 of the IMFL; (d) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (e) payments required or deemed by Mortgagee to be for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (f) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (g) if the Loan is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; and (h) pursuant to any lease or other agreement for occupancy of the Property for amounts required to be paid by mortgagor.

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

(c) The Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded pursuant to Subsection (b)(1) of Section 5/15-1302 of the IMFL.

(d) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the IMFL, apply to and be included in:

- (i) determination of the amount of indebtedness secured by the Mortgage at any time;
- (ii) the indebtedness found due and owing to Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (iii) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the IMFL;
- (iv) application of income in the hands of any receiver or Mortgagee in possession; and
- (v) computation of any deficiency judgment pursuant to Section 5/15-1511 of the IMFL.

SECTION 3. Use of Proceeds. Mortgagor covenants and agrees that all of the proceeds of the indebtedness secured by the Mortgage will be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured hereby constitutes: (i) a "business loan," as that term is used in, and for all purposes of, the Illinois Interest Act, 815 ILCS 205/0.01, et seq., including Section 4(1)(c) thereof; and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of Section 205/4(1)(l) thereof.

SECTION 4. Agricultural or Residential Real Estate. Mortgagor acknowledges that the transaction of which the Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the IMFL) or residential real estate (as defined in Section 15-1219 of the IMFL).

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SECTION 5. Maximum Principal Amount. The maximum indebtedness secured by the Mortgage shall not exceed two hundred percent (200%) of the aggregate, original principal amount of the Loan.

SECTION 6. Usury. All agreements between Mortgagee and Mortgagor (including, without limitation, those contained in the Mortgage, the Note, and any other Loan Documents) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to Mortgagee exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision of the Mortgage or of the Note, or any other Loan Documents, at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois; and if for any reason whatsoever, Mortgagee shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the indebtedness secured hereby (whether or not then due and payable) and not to the payment of interest.

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