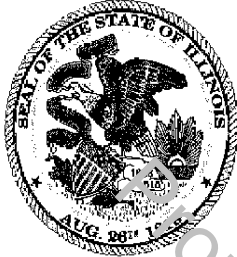


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Doc#. 2027425097 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/30/2020 03:46 PM Pg: 1 of 23

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 20-06-300-029-0000**

Address:

Street: 4401 S Oakley Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60609

Lender: Monroe Capital Management Advisors, LLC

Borrower: Juice Tyme, Inc

Loan / Mortgage Amount: \$75,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: EFB35162-5377-444A-8A92-DDC0DE0070F3

Execution date: 6/29/2020

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This instrument was prepared by
and after recording should be
returned to:

Jami L. Brodey, Esq.
Goldberg Kohn Ltd.
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603
(312) 201-4000

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

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

MADE BY

**JUICE TYME, INC.,
a Delaware corporation**

as "Mortgagor"

**MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
a Delaware limited liability company**

as "Agent"

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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 (including any amendments, supplements, or other modifications made from time to time, this "**Security Instrument**"), is made as of June 29, 2020 by **JUICE TYME, INC.**, a Delaware corporation ("**Mortgagor**"), having its principal offices at 4401 S. Oakley Ave, Chicago, Illinois 60609, in favor of **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, a Delaware limited liability company (in its individual capacity, "**Monroe**"), having an office at c/o Monroe Capital LLC, 311 South Wacker Drive, Suite 6400, Chicago, Illinois 60606, as administrative agent for the lenders that are from time to time parties to the Credit Agreement referred to below (the "**Lenders**") (Monroe, in its capacity as administrative agent for the Lenders is hereinafter referred to as "**Agent**").

RECITALS

I. Pursuant to the terms of that certain Credit Agreement, dated as of the March 11, 2020 (as it may be amended, modified or restated hereafter, the "**Credit Agreement**") by and among (i) **LX/JT HOLDINGS, INC.**, a Delaware corporation, as "**Holdings**"; **LX/JT INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation (the "**Company**"), as a borrower, and certain subsidiaries of the Company, including Mortgagor, as borrowers (the Company, Mortgagor and such other subsidiaries, collectively, "**Borrowers**"), (ii) Monroe, as Agent, and (iii) the Lenders, the Lenders have agreed to make certain term and revolving loans to Borrowers in an aggregate amount of up to **SEVENTY-FIVE MILLION AND NO/100 DOLLARS (\$75,000,000.00)** (the "**Loans**"). The final maturity date of the Loans, including any options to extend, is March 11, 2025.

II. Pursuant to the Credit Agreement, among other things, Mortgagor is required to execute and deliver this Security Instrument in favor of Agent. The execution and delivery of this Security Instrument is a requirement under the Credit Agreement.

III. Among other things, this Security Instrument secures not only present indebtedness but also future advances and other financial accommodations, whether the same are obligatory or are to be made at the option of Agent or the Lenders (collectively, the "**Credit Parties**"), or otherwise. The amount of indebtedness secured hereby may increase or decrease from time to time, however the maximum principal amount of such indebtedness shall not at any time exceed the amount of **\$150,000,000.00** plus interest thereon, and other costs, fees, amounts and disbursements as provided herein and in the other Loan Documents (hereinafter defined).

IV. The terms and provisions of the Credit Agreement are hereby incorporated by reference in this Security Instrument. The rate or rates of interest applicable to the Loans is established pursuant to the Credit Agreement and may vary from time to time. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Credit Agreement.

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GRANTING CLAUSES

To secure (i) the payment of the indebtedness of Borrowers under the Credit Agreement (including without limitation all "**Obligations**" under and as defined in the Credit Agreement), whether or not evidenced by promissory notes ("**Notes**"), and (ii) the performance and observance of all covenants and conditions contained in this Security Instrument, the Credit Agreement, and any other Loan Document (as defined in the Credit Agreement), including any and all renewals, extensions, amendments and replacements of this Security Instrument, the Credit Agreement and any other Loan Document (collectively, the "**Secured Obligations**"), Mortgagor does hereby unconditionally mortgage and warrant, bargain, sell, convey, grant, assign, transfer, pledge and deliver to Agent and grant to Agent, for its benefit and the benefit of the Lenders, a security interest in Mortgagor's interests (now owned or hereafter acquired) in the following described property, subject to the terms and conditions herein:

- A. The land legally described in attached **Exhibit A** ("**Land**");
- B. All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land and all machinery, appliances, equipment, furniture and all other personal property of every kind or nature which constitute fixtures with respect to the Land, together with all extensions, additions, improvements, substitutions and replacements of the foregoing ("**Improvements**");
- C. All easements, tenements, rights-of way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("**Appurtenances**");
- D. (i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;
- (ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Land, Improvements or Appurtenances or any part thereof, (b) damage to all or any portion of the Land, Improvements or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Appurtenances or of other property, or (c) the alteration of the grade of any street or highway on or about the Land, Improvements, Appurtenances or any part thereof; and, except as otherwise provided herein or in the Credit Agreement, Agent is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby; and
- (iii) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements or Appurtenances;

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E. All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances (the "**Rents**"); it being intended that this Granting Clause shall constitute an absolute, unconditional and present assignment of the Rents, subject, however, to the conditional permission given to Mortgagor to collect and use the Rents as provided in this Security Instrument;

F. Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements or Appurtenances, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Mortgagor which contain evidence of payments made under the leases and all security given therefor (collectively, the "**Leases**"), subject, however, to the conditional permission given in this Security Instrument to Mortgagor to collect the Rents arising under the Leases as provided in this Security Instrument;

G. Any and all after-acquired right, title or interest of Mortgagor in and to any of the property described in the preceding Granting Clauses; and

H. The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses;

All of the property described in the Granting Clauses is hereinafter referred to as the "**Property**."

ARTICLE 1 COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Agent as follows:

1.1. **Performance under Security Instrument and Other Loan Documents.** Mortgagor shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all provisions of the Loan Documents and every instrument evidencing or securing the Secured Obligations.

1.2. **General Covenants and Representations.** Mortgagor covenants, represents and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) Mortgagor is seized of an indefeasible estate in fee simple in that portion of the Property which is real property, and has good and absolute title to it and the balance of the Property free and clear of all liens, security title, security interests, charges and encumbrances whatsoever, except for Permitted Liens and any encumbrances disclosed in the title insurance policy issued to Agent in connection with this Security Instrument, and (b) Mortgagor will maintain and preserve the lien, security interest and security title of this Security Instrument as a first and paramount lien, security interest and security title on the Property, subject only to the Permitted Liens and any encumbrances disclosed in the title insurance policy issued to Agent in connection with this Security Instrument, until the Secured Obligations have been paid in full and all obligations of the Credit Parties under the Credit Agreement have been terminated.

1.3. **Compliance with Laws and Other Restrictions.** Mortgagor covenants and represents that, the Land and the Improvements and the use thereof presently comply with, and,

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except as provided in the Credit Agreement, will continue to comply with, all applicable restrictive covenants, zoning and subdivision ordinances and building codes, licenses, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations.

1.4. **Taxes and Other Charges.** Mortgagor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens and encumbrances of every kind and nature whatsoever now or hereafter imposed, levied or assessed upon or against the Property or any part thereof, or upon or against this Security Instrument or the Secured Obligations; provided, however, that Mortgagor may in good faith contest the validity, applicability or amount of any tax, assessment or other charge in accordance with the terms of the Credit Agreement.

1.5. **Mechanic's and Other Liens.** Except as otherwise may be permitted by the Credit Agreement, Mortgagor shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien or encumbrance (other than any lien for taxes and assessments not yet due) to be created upon or against the Property; provided, however, that Mortgagor may in good faith, by appropriate proceedings, contest the validity, applicability or amount of any asserted lien, in accordance with the terms of the Credit Agreement.

1.6. **Insurance and Condemnation.**

1.6.1. **Insurance Policies.** Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of Agent, until the Secured Obligations are paid in full, such policies of insurance as are required by the Credit Agreement.

1.6.2. **Adjustment of Loss; Application of Proceeds.** Except as may otherwise be provided in the Credit Agreement, Agent is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies covering the Property and to collect and receive the proceeds from any such policy or policies. The entire amount of such proceeds, awards or compensation shall be applied as provided in the Credit Agreement.

1.6.3. **Condemnation Awards.** Except as otherwise may be provided by the Credit Agreement, Agent shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of, (i) any damage or taking, pursuant to the power of eminent domain, of the Property or any part thereof, (ii) damage to the Property by reason of the taking, pursuant to the power of eminent domain, of other property, or (iii) the alteration of the grade of any street or highway on or about the Property. Except as may otherwise be provided in the Credit Agreement, Agent is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such compensation, awards, damages, claims, rights of action and proceeds and to settle or compromise any claim in connection therewith. Mortgagor hereby irrevocably appoints Agent as its attorney-in-fact for the purposes set forth in the preceding sentence.

1.6.4. **Obligation to Repair.** If all or any part of the Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Section 1.6.3, Mortgagor shall promptly and

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with all due diligence restore and repair the Property to the extent that the proceeds, award or other compensation, or proceeds of the Loans, are made available to Mortgagor.

1.7. **Agent May Pay; Default Rate.** Upon Mortgagor's failure to pay any amount required to be paid by Mortgagor under any provision of this Security Instrument, Agent may pay the same. Mortgagor shall pay to Agent on demand the amount so paid by Agent together with interest at the Default Rate under the Credit Agreement and the amount so paid by Agent, together with interest, shall be added to the Secured Obligations.

1.8. **Care of the Property.** Mortgagor shall preserve and maintain the Property in the condition required by the Loan Documents.

1.9. **Transfer or Encumbrance of the Property.** Except as permitted by the Credit Agreement, Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease or encumbrance of the Property, any part thereof, or any interest therein, without the prior written consent of Agent having been obtained.

1.10. **Further Assurances.** At any time and from time to time, upon Agent's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Agent, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and refiled at such time and in such offices and places as shall be deemed desirable by Agent, any and all such mortgages, security agreements, financing statements, instruments of further assurance, certificates and other documents as Agent may consider reasonably necessary in order to effectuate or perfect, or to continue and preserve the obligations under, this Security Instrument.

1.11. **Assignment of Rents.**

(a) As additional security for the payment and performance of all Secured Obligations, Mortgagor hereby assigns to Agent, for its benefit and the benefit of the Lenders, all of Mortgagor's right, title and interest in and to the Leases, but without Agent thereby becoming liable for the performance of the lessor's obligations under the Leases. The assignment of rents, income and other benefits contained in this Security Instrument shall be absolute and effective immediately as of the date hereof, and fully operative without any further action on the part of either party. Notwithstanding the foregoing, Mortgagor shall have a license to receive, collect and enjoy the Rents until the occurrence of an Event of Default hereunder. Upon the occurrence of an Event of Default, the aforesaid license shall cease automatically, without notice, possession, foreclosure or any other act or procedure, the right of Mortgagor to receive, collect and enjoy the Rents shall belong exclusively to Agent, and all Rents assigned by this Security Instrument shall thereafter be paid directly to Agent. Such rights and this assignment shall be operative during any period of redemption following foreclosure. In the event of any sale or foreclosure which shall result in a deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency. Mortgagor hereby further grants to Agent, for its benefit and for the benefit of the Lenders, the right effective upon the occurrence of an Event of Default, and so long as the Event of Default exists and during the pendency of any foreclosure proceedings and period of redemption to do any or all of the following, at Agent's option: (i) enter upon and take possession of the Property either personally or through a receiver for the purpose of collecting the

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Rents; (ii) dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Agent; (iii) lease the Property or any part thereof; (iv) repair, restore and improve the Property; and (v) apply the Rents after payment of certain expenses and capital expenditures relating to the Property, on account of the Secured Obligations in such order and manner as Agent may elect. Such assignment and grant shall continue in effect until the Secured Obligations are paid in full, the execution of this Security Instrument constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Property by Agent and to the appointment of a receiver if requested by Agent pursuant to such grant, whether or not foreclosure proceedings have been instituted. Neither the exercise of any rights under this section by Agent nor the application of any such Rents to payment of the Secured Obligations shall cure or waive any Event of Default or notice provided for hereunder, or invalidate any act done pursuant hereto or pursuant to any such notice, but shall be cumulative of all other rights and remedies. This assignment is given as collateral security only and shall not be construed as obligating Agent to perform any of the covenants or undertakings required to be performed by Mortgagor contained in the Leases. No action taken by Agent hereunder shall make Agent a "mortgagee-in-possession" or obligate Agent to attempt to collect rent or other amounts from any tenant or to perform any obligations of landlord under any of the Leases.

(b) Mortgagor shall not permit Rents under any of the Leases to be collected more than thirty (30) days in advance of the due date thereof and, upon any receiver, Agent, anyone claiming by, through or under Agent or any purchaser at a foreclosure sale coming into possession of the Property, no tenant shall be given credit for any rent paid more than thirty (30) days in advance of the due date thereof.

1.12. **After-Acquired Property.** To the extent permitted by, and subject to, applicable law, the lien and security interest of this Security Instrument shall automatically attach, without further act, to all property hereafter acquired by Mortgagor located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Property or any part thereof.

1.13. **Leases Affecting Property.** Mortgagor shall comply with and perform in a complete and timely manner all of its obligations as landlord under all leases affecting the Property or any part thereof. The assignment contained in Sections (E) and (F) of the Granting Clauses shall not be deemed to impose upon Agent any of the obligations or duties of the landlord or Mortgagor provided in any lease.

1.14. **Execution of Leases.** Except as expressly permitted by the Credit Agreement, Mortgagor shall not permit (i) any leases to be made of the Property, or (ii) any leases of the Property to be modified, terminated, extended or renewed, without the prior written consent of Agent.

1.15. **Fixture Filing.** This Security Instrument constitutes not only a real property security deed, but also a "fixture filing" within the meaning of the Uniform Commercial Code of the state where the Property is located. Mortgagor (as debtor) hereby grants, bargains, sells, assigns, conveys, pledges, hypothecates and transfers to Agent (as creditor and secured party), for the benefit of Agent and the Lenders, as security for the prompt and complete payment and performance of the Secured Obligations, a Lien in all of Mortgagor's right, title and interest in and to: (a) Fixtures and (b) Fixtures that are leased by Mortgagor, but only to the extent Mortgagor can

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grant to Agent a security interest therein without breaching the terms of such lease. Nothing in this Security Instrument shall limit in any manner whatsoever any right Agent or the Lenders may have under any other Loan Document. This Security Instrument shall be filed and recorded in, among other places, the real estate records of the county in which the Property is located and the following information shall be included: (i) Mortgagor shall be deemed the "Debtor" with the address set forth for Mortgagor on the first page of this Security Instrument, which Mortgagor certifies is accurate; (ii) Agent shall be deemed to be the "Secured Party" with the address set forth for Agent on the first page of this Security Instrument and shall have all of the rights of a secured party under the UCC; (iii) this Security Instrument covers goods which are or are to become Fixtures; (iv) the name of the record owner of the land is the Debtor; (v) the organizational identification number of the Debtor is 7883569; (vi) the Debtor is a corporation organized under the laws of the State of Delaware; and (vii) the legal name of the Debtor is Juice Tyme, Inc.

1.16. Security Agreement.

(a) This Security Instrument shall also constitute a Security Agreement, as that term is used in the Code, with respect to any portion of the Property which are now or hereafter deemed to be personal property, fixtures or property other than real estate and all replacements, additions and substitutions thereto (the "UCC Collateral"). Mortgagor hereby grants a security interest and assigns to Agent, for its benefit and the benefit of the Lenders in all of Mortgagor's right, title and interest in and to the UCC Collateral to secure the payment of the indebtedness secured by and the performance of the Secured Obligations. Agent shall have, in addition to the rights and remedies granted to Agent under this Security Instrument, all of the rights and remedies of a secured party under the Code with respect to the UCC Collateral and Mortgagor hereby agrees that in the event Agent shall exercise any right or remedy under the Code following a default by Mortgagor under this Security Instrument, whether to dispose of the UCC Collateral or otherwise, ten (10) days notice by Agent to Mortgagor shall be deemed to be reasonable notice under any provision of the Code requiring such notice. Mortgagor shall, immediately upon request by Agent, execute and deliver to Agent, in a form prescribed by Agent, any financing statement, continuation statement, certificate or other document covering all or any portion of the UCC Collateral designated by Agent that, in the opinion of Agent, may be required to perfect, continue, affirm or otherwise maintain the existence and priority of the security interest in the UCC Collateral created under this Security Instrument. Mortgagor, if requested by Agent, shall also execute and deliver to Agent a Security Agreement covering the UCC Collateral and containing such covenants, conditions and agreements in addition or as a supplement to those contained in this Security Instrument as may be reasonably requested by Agent. Upon an Event of Default, Mortgagor shall gather all of the Property which is UCC Collateral, at a location designated by Agent for sale pursuant to the terms hereof.

(b) Agent shall have all the rights, remedies and recourses with respect to the UCC Collateral, Leases and Rents afforded a secured party by the Code, now or hereafter in effect, in addition to, and not in limitation of, the other rights, remedies and recourses afforded by the Loan Documents and at law.

(c) The assignment and security interest herein granted shall not be deemed or construed to constitute Agent as a trustee in possession of the Property, to obligate Agent to operate

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the Property or attempt to do the same, or take any action, incur expenses or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 2 DEFAULTS

2.1. **Event of Default.** The term "**Event of Default**," wherever used in this Security Instrument, shall mean the occurrence of an "**Event of Default**" under and as defined in the Credit Agreement.

ARTICLE 3 REMEDIES

3.1. **Acceleration of Maturity.** If an Event of Default shall have occurred, Agent may declare the Secured Obligations to be immediately due and payable, without further demand or notice.

3.2. **Agent's Power of Enforcement.**

3.2.1. If an Event of Default shall have occurred, Agent may, either with or without entry or taking possession as provided in this Security Instrument or otherwise, and without regard to whether or not the Secured Obligations shall have been accelerated, and without prejudice to the right of Agent thereafter to bring an action of foreclosure or any other action for any Event of Default existing at the time such earlier action was commenced or arising thereafter, proceed by any appropriate action or proceeding: (i) to enforce the payment or performance of the Secured Obligations; (ii) to foreclose this Security Instrument through judicial proceedings or by advertisement and to have sold either as a whole or in parcels, as Agent shall elect, the Property; and (iii) to pursue any other remedy available to it. Agent may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Agent may determine. Mortgagor agrees that Agent may elect to foreclose and select any redemption period authorized by law.

3.2.2. Upon the occurrence of an Event of Default, in accordance with applicable law, Agent shall have the option and is hereby authorized and empowered to enforce this Security Instrument and to commence foreclosure proceedings against the Property through judicial proceedings or by advertisement, pursuant to the statutes in such case made and provided, and to sell the Property or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with said statutes in a single parcel or in several parcels. The commencement of foreclosure proceedings by Agent shall be deemed an exercise of its option to accelerate the Secured Obligations, unless the proceedings on its face specifically indicates otherwise. It is intended hereby to give Agent the widest possible discretion permitted by law with respect to all aspects of any such sale or sales. The sale or sales by Agent of less than the whole of the Property shall not exhaust the power of sale herein granted, and Agent is specifically empowered to make successive sale or sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale or sales of less than the whole of the Property shall be less than the aggregate of the Secured Obligations and the expenses thereof, this Security Instrument and the lien, security interest and assignment hereof shall remain in full force and effect as to the

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unsold portion of the Property just as though no sale or sales had been made; provided, however, that Mortgagor shall never have any right to require the sale or sales of less than the whole of the Property, but Agent shall have the right, at its sole election, to sell less than the whole of the Property. If sale is made because of a default in the payment of a portion of the Secured Obligations, such sale may be made subject to the unmatured part of the Secured Obligations; and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Secured Obligations, but as to such unmatured part, this Security Instrument shall remain in full force and effect as though no sale had been made hereunder without exhausting the right of sale for any unmatured part of the Secured Obligations. At any such sale (i) Mortgagor hereby agrees, on its behalf and on behalf of its heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Agent with respect to the identity of Agent, the occurrence or existence of any Event of Default, the acceleration of the maturity of the Secured Obligations, the request to sell, the notice of sale, the giving of notice to all debtors legally entitled thereto, the time, place, terms, and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute agent, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by Agent or by Agent hereunder, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted, and Mortgagor hereby ratifies and confirms every act that Agent may lawfully do in the premises by virtue hereof; (ii) the purchaser may disaffirm any easement granted, or rental, lease or other contract made, in violation of any provision of this Security Instrument, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement and rental or lease contract; and, (iii) Agent may bid and become the purchaser of all or any part of the Property at any foreclosure sale hereunder. Subject to applicable law, power is hereby granted to Agent, if default is made in the payment of the Secured Obligations or any part thereof, or in the payment of any other sums provided for herein, or in the performance of any covenants or condition of the Secured Obligations or as provided herein, in each case after the expiration of any applicable grace or cure period, to grant, bargain, sell, release and convey the Property at public auction or venue, and on such sale to execute and deliver to the purchaser or purchasers, his, her, its or their heirs, successors and assigns, good ample and sufficient deed or deeds of conveyance in law, pursuant to the statute in such case made and provided, and to apply the proceeds of such sale in the manner hereafter provided.

3.2.3. Upon foreclosure sale of the Property or any part thereof, the proceeds of such sale shall be applied in the following order:

(a) to the payment of all costs of the suit or foreclosure, including reasonable attorneys' fees and the costs of title searches and abstracts;

(b) then, to the payment of all other expenses of Agent, including all monies expended by Agent and all other amounts payable by Mortgagor to Agent hereunder, with interest thereon;

(c) then, to the payment of the Secured Obligations; and

(d) then, to the payment of the surplus, if any, to Mortgagor or to whomsoever shall be entitled thereto.

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3.2.4. Upon any foreclosure sale of the Property, as same may be sold either as a whole or in parcels, as Agent may elect, and if in parcels, the same be divided as Agent may elect, and at the election of Agent may be offered first in parcels and then as a whole, that offer producing the highest price for the entire Property to prevail, any law, statutory or otherwise, to the contrary notwithstanding, and Mortgagor hereby waives the right to require any such sale to be made in a single or separate parcel or the right to select such parcels. Mortgagor hereby expressly waives any right pertaining to the marshalling of assets, the exemption of homestead, the administration of estates of decedents, or other matter to defeat, reduce or affect the right of Agent to sell the Property for the collection of the Secured Obligations (without any prior or different resort for collection), or the right of Agent to the payment of the Secured Obligations out of the proceeds of sale of the Property in preference to every other person and claimant.

3.2.5. WAIVER OF DEFENSES; JURY TRIAL; FORUM; VENUE. MORTGAGOR, ON BEHALF OF ITSELF AND ANY GUARANTORS OF ANY OF THE OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW, WAIVES EVERY PRESENT AND FUTURE DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH MORTGAGOR MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY AGENT IN ENFORCING THIS SECURITY INSTRUMENT EXCEPT ARISING FROM AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR WAIVES ANY IMPLIED COVENANT OF GOOD FAITH AND RATIFIES AND CONFIRMS WHATEVER AGENT MAY DO PURSUANT TO THE TERMS OF THIS SECURITY INSTRUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR AGENT AND LENDERS GRANTING ANY FINANCIAL ACCOMMODATION TO MORTGAGOR. AGENT AND MORTGAGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY INSTRUMENT, THE NOTE OR ANY OF THE OTHER OBLIGATIONS, THE COLLATERAL, OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS SECURITY INSTRUMENT, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH AGENT AND MORTGAGOR ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR AGENT AND LENDERS GRANTING ANY FINANCIAL ACCOMMODATION TO MORTGAGOR. TO INDUCE AGENT AND LENDERS TO MAKE THE LOANS, MORTGAGOR IRREVOCABLY AGREES THAT ALL ACTIONS ARISING, DIRECTLY OR INDIRECTLY, AS A RESULT OR CONSEQUENCE OF THIS SECURITY INSTRUMENT, THE NOTE, ANY OTHER AGREEMENT WITH AGENT AND LENDERS OR THE COLLATERAL, SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING THEIR SITUS IN THE CITY OF CHICAGO, STATE OF ILLINOIS, EXCEPT TO THE EXTENT NECESSARY TO FORECLOSE OR ENFORCE THE PROVISIONS OF THIS SECURITY INSTRUMENT. MORTGAGOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT HAVING ITS SITUS IN SAID CITY, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS. MORTGAGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY

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CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO MORTGAGOR AS SET FORTH HEREIN IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE.

3.3. **Agent's Right to Enter and Take Possession, Operate and Apply Income.**

3.3.1. If an Event of Default shall have occurred, (i) Mortgagor, upon demand of Agent, shall forthwith surrender to Agent the actual possession of the Property, and to the extent permitted by law, Agent itself, or by such officers or agents as it may appoint, is hereby expressly authorized to enter and take possession of all or any portion of the Property and may exclude Mortgagor and the agents and employees of Mortgagor wholly therefrom and shall have joint access with Mortgagor to the books, papers and accounts of Mortgagor; and (ii) notwithstanding the provisions of any of the Leases or other agreements to the contrary, Mortgagor shall pay monthly in advance to Agent, on Agent's entry into possession, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in possession of Mortgagor, or any entity affiliated with or controlled by Mortgagor, and upon default in any such payment Mortgagor shall vacate and surrender possession of such part of the Property to Agent or to such receiver, and in default thereof Mortgagor may be evicted by summary proceedings or otherwise.

3.3.2. If Mortgagor shall for any reason fail to surrender or deliver the Property or any part thereof after Agent's demand, Agent may obtain a judgment or decree conferring on Agent the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Property to Agent, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor shall pay to Agent, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to Agent, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Security Instrument.

3.3.3. Upon every such entering upon or taking of possession, Agent, to the extent permitted by law, may hold, store, use, operate, manage and control the Property and conduct the business thereof.

3.4. **Leases.** If Agent so elects, Agent is authorized to foreclose this Security Instrument prior to or subject to the rights, if any, of any or all tenants of the Property.

3.5. **Purchase by Agent.** Upon any foreclosure sale, Agent or any Lender may bid for and purchase all or any portion of the Property.

3.6. **Application of Secured Obligations Toward Purchase Price.** Upon any foreclosure sale, Agent may apply any or all of the Secured Obligations and other sums due under the Credit Agreement, the Note, this Security Instrument or any other Loan Documents to the price paid by Agent at the foreclosure sale.

3.7. **Waiver of Appraisal, Valuation, Stay and Extension Laws.** In case of an Event of Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any reinstatement, appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action which would prevent or hinder the enforcement or

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foreclosure of this Security Instrument or the absolute sale of the Property or the final and absolute putting into possession thereof, immediately after the expiration of the redemption period. Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that Agent or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety. Further, Mortgagor waives any right otherwise available to require Agent to pursue its remedies against any other assets or any other person or entity who or which may be liable for any of the Secured Instrument.

3.8. **Receiver – Agent in Possession.** If an Event of Default shall have occurred, Agent, to the extent permitted by law and without regard to the value of the Property or the adequacy of the security for the Secured Obligations and other sums secured hereby, shall be entitled as a matter of right and without any additional showing or proof, at Agent's election, to either the appointment by the court of a receiver (without the necessity of Agent posting a bond) to enter upon and take possession of the Property and to collect all rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court into possession of the Property as mortgagee in possession with the same power herein granted to a receiver and with all other rights and privileges of a mortgagee in possession under law.

3.9. **Mortgagor to Pay the Secured Obligations in Event of Default.** Upon occurrence of an Event of Default, Agent shall be entitled to sue for and to recover judgment against Mortgagor for the Secured Obligation, due and unpaid together with costs and expenses, including the reasonable compensation, expenses and disbursements of Agent's agents, attorneys and other representatives, either before or during the pendency of any proceedings for the enforcement of this Security Instrument; and the right of Agent to recover such judgment shall not be affected by any taking of possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Security Instrument, or the foreclosure of the lien hereof.

3.10. **Remedies Cumulative.** No right, power or remedy conferred upon or reserved to Agent by the Credit Agreement, this Security Instrument or any other Loan Document or any instrument evidencing or securing the Secured Obligations is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Credit Agreement or any other Loan Document or any instrument evidencing or securing the Secured Obligations, or now or hereafter existing at law, in equity or by statute.

ARTICLE 4 MISCELLANEOUS PROVISIONS

4.1. **Heirs, Successors and Assigns Included in Parties.** Whenever Mortgagor, Agent or other Credit Parties are named or referred to herein, the heirs and successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Security Instrument shall bind the successors and assigns of Mortgagor, including any subsequent owner of all or any part of the Property and inure to the benefit of the successors and assigns of Agent and the other Credit Parties.

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4.2. **Notices.** All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Security Instrument to Mortgagor or Agent shall be directed to Mortgagor or Agent, as the case may be, in the manner and at the addresses for notice set forth in the Credit Agreement.

4.3. **Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Security Instrument are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

4.4. **Invalid Provisions.** In the event that any of the covenants, agreements, terms or provisions contained in this Security Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

4.5. **Changes.** Neither this Security Instrument nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought.

4.6. **Governing Law.** This Security Instrument shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

4.7. **Limitation of Interest.** The provisions of the Credit Agreement regarding the payment of lawful interest are hereby incorporated herein by reference.

4.8. **Future Advances.** This Security Instrument is given to secure not only existing indebtedness, but also future advances and other financial accommodations (whether such advances are obligatory or are to be made at the option of the Credit Parties or otherwise) made by the Credit Parties under the Notes or the Credit Agreement, to the same extent as if such future advances were made on the date of the execution of this Security Instrument. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the principal amount of all indebtedness secured hereby shall, in no event, exceed \$150,000,000.00 exclusive of interest thereon, and other costs, amounts and disbursements as provided herein and in the other Loan Documents.

4.9. **Last Dollar.** The lien, security title and security interest of this Security Instrument shall remain in effect until the last dollar of the Secured Obligations is paid in full and all obligations of the Credit Parties under the Credit Agreement have been terminated.

4.10. **Release.** Upon full payment and satisfaction of the Secured Obligations and the termination of all obligations of Agent and the Lenders under the Credit Agreement, Agent shall issue to Mortgagor an appropriate release or satisfaction in recordable form.

4.11. **Time of the Essence.** Time is of the essence with respect to this Security Instrument and all the provisions hereof.

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4.12. **Credit Agreement.** The Loans are governed by terms and provisions set forth in the Credit Agreement and in the event of any conflict between the terms of this Security Instrument and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

4.13. **Replacement of Notes.** Any one or more of the financial institutions which are or become a party to the Credit Agreement as a Credit Party may from time to time be replaced and, accordingly, one or more notes evidencing some or all of the Secured Obligations may from time to time be replaced, provided that the terms of the notes following such replacement shall remain the same. As the indebtedness secured by this Security Instrument shall remain the same, such replacement of notes shall not be construed as a novation and shall not affect, diminish or abrogate Mortgagor's liability under this Security Instrument or the priority of this Security Instrument.

4.14. **Multisite Real Estate Transaction.** Mortgagor acknowledges that this Security Instrument is one of a number of other mortgages, deeds of trust and security documents that secure Secured Obligations. Mortgagor agrees that the lien, security title and security interest of this Security Instrument shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Agent and without limiting the generality of the foregoing, the lien, security title and security interest hereof shall not be impaired by any acceptance by Agent of any security for or guarantees of any of Secured Obligations, or by any failure, neglect or omission on the part of the Agent to realize upon or protect Secured Obligations or any collateral security therefor including the other mortgages, deeds of trust and security documents. The lien, security title and security interest hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, change, modification or disposition of any of Secured Obligations or any of the collateral security therefor, including the other mortgages, deeds of trust and security documents or of any guarantee thereof, and Agent may at its discretion foreclose, exercise or cause its trustee to exercise any power of sale, or exercise any other remedy available to it under any or all of the other mortgages, deeds of trust and other security documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Agent rights and remedies under any or all of the other mortgages, deeds of trust and other security documents shall not in any manner impair Secured Obligations or the lien, security title and security interest of this Security Instrument and any exercise of the rights or remedies of Agent shall not impair the lien, security title and security interest of any other mortgages, deeds of trust and other security documents or any of Agent rights and remedies thereunder. Mortgagor specifically consents and agrees that Agent may exercise its rights and remedies hereunder and under the other mortgages, deeds of trust and other security documents separately or concurrently and in any order that it may deem appropriate and Mortgagor waives any rights of subrogation until such time as Agent has been paid in full.

4.15. **Revolving Credit; Future Advances.** Among other things, this Security Instrument is given to secure a revolving credit facility and secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of Agent or Lenders, or otherwise as are to be made within twenty (20) years of the date hereof. The amount of indebtedness secured hereby may increase or decrease from time to time, however the principal amount of such indebtedness shall not at any time exceed the amount of \$150,000,000.00 plus interest thereon, and other costs, amounts and disbursements as provided herein and in the other Loan Documents. This Security Instrument

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shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law

ARTICLE 5 LOCAL LAW PROVISIONS

5.1. **Principles of Construction.** In the event of any inconsistencies between the terms and conditions of this ARTICLE 5 and the terms and conditions of this Instrument, the terms and conditions of this ARTICLE 5 shall control and be binding.

5.2. **Remedies.** In addition to the rights and remedies provided in ARTICLE 3 hereof, Agent shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq., Illinois Revised Statutes (as such law may be amended, restated or replaced (the "Act")), to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Agent, if and when placed in possession, shall have, in addition to any other powers provided in this Security Instrument, all powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1702 of the Act.

5.3. **Receiver – Lender in Possession.** Upon the occurrence of an Event of Default, Agent, to the extent permitted by law and without regard to the value of the Property or the adequacy of the security for the Obligations and other sums secured hereby, shall be entitled as a matter of right and without any additional showing or proof, at Agent's election, to either the appointment by the court of a receiver (without the necessity of Agent posting a bond) to enter upon and take possession of the Property and to collect all rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court into possession of the Property as mortgagee in possession with the same power herein granted to a receiver and with all other rights and privileges of a mortgagee in possession under law. The right to enter and take possession of and to manage and operate the Property, and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Agent shall be liable to account only for such rents, income and other benefits actually received by Agent. Notwithstanding the appointment of any receiver or other custodian, Agent shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Security Instrument to Agent and/or Lenders. Any such receiver shall have all of the rights and powers described in Section 15-1704 of the Act.

5.4. **Leases.** Agent is authorized to foreclose this Security Instrument subject to the rights, if any, of any or all tenants of the Property, even if the rights of any such tenants are or would be subordinate to the lien of this Security Instrument. Agent may elect to foreclose the rights of some subordinate tenants while foreclosing subject to the rights of other subordinate tenants.

5.5. **Waiver of Redemption Laws.** Mortgagor acknowledges that the transaction of which this Security Instrument is a part is a transaction which includes neither agricultural real estate, as defined in Section 15-1201 of the Act, nor residential real estate, as defined in Section

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15-1219 of the Act, and to the full extent permitted by law, Mortgagor hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601 of the Act.

5.6. **Expenses.** Without limiting the generality of Section 6.3 hereof, all expenses incurred by Agent to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Security Instrument, shall be included in the Secured Obligations or added to the judgment of foreclosure.

5.7. **Protective Advances.**

(i) All advances, disbursements and expenditures made by Agent 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 this Security Instrument or by the Act (collectively, "**Protective Advances**"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

(A) all advances by Agent in accordance with the terms of this Security Instrument to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the mortgaged real estate; (B) preserve the lien of this Security Instrument or the priority thereof; or (C) enforce this Security Instrument, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

(B) payments by Agent of: (A) installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (B) 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 this Security Instrument; 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 Act;

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

(D) attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Security Instrument as referred to in Sections 1504 (d)(2) and 5/15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against Agent for the enforcement of this Security Instrument or arising from the interest of Agent hereunder;

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or (C) in the preparation for the commencement or defense of any such foreclosure or other action related to this Security Instrument or the Property;

(E) Agent's fees and costs, including 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 Act;

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

(G) expenses incurred and expenditures made by Agent for any one or more of the following: (A) premiums for casualty and liability insurance paid by Agent whether or not Lender 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 the Agent takes possession of the Property imposed by Subsection (c)(1) of Section 5/15-1704 of the Act; (B) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; and (C) payments required or deemed by Agent to be for the benefit of the Property or required to be made by the owner of the mortgaged real estate 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.

(ii) All Protective Advances shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the default rate of interest set forth in the Credit Agreement.

(iii) This Security Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Security Instrument is recorded pursuant to Subsection (b)(5) of Section 5/15-1302 of the Act.

(A) 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 Act, apply to and be included in the:

(B) determination of the amount of obligations secured by this Security Instrument at any time;

(C) amount found due and owing to Agent in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional amount becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

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(D) if the right of redemption has not been waived by Mortgagor, computation of amount required to redeem, pursuant to Subsections (d)(1) and (2) of Section 5/15-1603 of the Act;

(E) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

(F) application of income in the hands of any receiver or mortgagee in possession; and

(G) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 5/15-1508 and Section 5/15-1511 of the Act.

5.8. **Business Loan.** Mortgagor acknowledges and agrees that (a) the proceeds of the Loan will be used in conformance with subparagraph (1)(l) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (815 ILCS 205/4 (1)(l)); and (b) the Loan constitutes a business loan which comes within the purview of said Section 4 (815 ILCS 205/4 *et seq.*).

5.9. **Collateral Protection Act.** Unless Mortgagor provides Agent with evidence of the insurance coverage required by this Security Instrument, Agent may purchase insurance at Mortgagor's expense to protect Lender's interests in the Property. This insurance may, but need not, protect Mortgagor's interest. The coverage that Agent purchases may not pay any claim that Mortgagor may make or any claim that is made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance purchased by Agent, but only after providing Agent with evidence that Mortgagor has obtained insurance as required by this Security Instrument. If Agent purchases insurance for the Property, Mortgagor will be responsible for the costs of such insurance, including interest and any other charges that may be imposed in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. Without limitation of any other provision of this Security Instrument, the cost of such insurance shall be added to the indebtedness secured hereby. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

5.10. **Variable Rate of Interest.** The Credit Agreement provides that the Loan may accrue interest as a floating rate of interest as set forth in the Credit Agreement. Following an Event of Default, the rate of interest described above will change to the default rate of interest set forth in the Credit Agreement. All such payments on account of the indebtedness evidenced by the Note and/or the Credit Agreement shall be at the interest rates and in the amounts specified in the Credit Agreement and applied in the manner set forth under the Credit Agreement and payable at such place as Agent or the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Agent, at the address indicated in the Credit Agreement or at such other address as Agent may from time to time designate in writing. In the event of a conflict between the Note and the terms of this Mortgage describing the Note, the Note shall govern.

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5.11. **Subordination of Commercial Broker's and Property Manager's Lien.** Any commercial broker or property management agreement for the Property entered into hereafter by Mortgagor with a property manager, shall contain a "no lien" provision whereby the property manager waives and releases any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have pursuant to 770 ILCS 60.01 (1994), as amended, of the Illinois Compiled Statutes. In addition, Mortgagor shall cause the property manager to enter into a Subordination of Management Agreement with Agent, for its benefit and the benefit of the Lenders, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through or under the property manager, to the lien of this Mortgage.

[Remainder of page intentionally left blank; signature page to follow.]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage, Assignment of Leases and Rents, security Agreement and Fixture Filing to be executed under seal by its duly authorized officer as of the day and year first above written.

JUICE TYME, INC., a Delaware corporation

By: [Signature]
Name: Christopher McBerry
Title: Vice President

STATE OF Texas)
COUNTY OF Dallas) SS:

I, Kristi Kay Baker, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Christopher McBerry VP of JUICE TYME, INC., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that (he/she) signed and delivered the said instrument as (his/her) own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of June, 2020.



[Signature]
Notary Public

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Exhibit A

Legal Description

PARCEL 1:

THE SOUTH 361.21 FEET OF THE NORTH 853.58 FEET (EXCEPT THE EAST 150 FEET THEREOF) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

(EXCEPTING THEREFROM THAT PART THEREOF WHICH LIES SOUTH OF A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, THROUGH A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, WHICH POINT IS 823.53 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 6; AND ALSO EXCEPTING THEREFROM THE WEST 253.00 FEET OF THE SOUTH 156.00 FEET OF THE NORTH 678.29 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6);

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER AND ACROSS THE WEST 17 FEET OF THE NORTH 492.29 FEET (EXCEPT THE NORTH 33 FEET THEREOF) ALSO THE WEST 17 FEET OF THE SOUTH 156.00 FEET OF THE NORTH 678.29 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, FOR ROADWAY PURPOSES FOR INGRESS & EGRESS AND FOR SEWER AND OTHER UNDERGROUND UTILITIES AS RESERVED IN THE WARRANTY DEED FROM PENNOYER MERCHANTS TRANSFER COMPANY, A CORPORATION OF ILLINOIS, TO BERNARD S. MADORIN AND LUCILLE SIRE DATED NOVEMBER 2, 1964 AND RECORDED NOVEMBER 24, 1964 AS DOCUMENT NO. 39313050, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 IN, UNDER, OVER AND ACROSS FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF AND OPERATION OF UNDERGROUND WATER MAIN, SEWER AND OTHER LINES AND UTILITIES AND INCLUDING THE RIGHT OF ACCESS RECORDED NOVEMBER 1, 2005 AS DOCUMENT NUMBER 0530519080, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 8.0 FEET WIDE, BEING 4.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF WEST 43RD STREET, BEING 33 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 1,114.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH, AT RIGHT ANGLES TO THE SOUTH LINE OF WEST 43RD STREET, 120.00 FEET; THENCE EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 7.00 FEET; THENCE SOUTH, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 138.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 6.00 FEET; THENCE SOUTH, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 204.77 FEET TO THE NORTH FACE OF A CONCRETE BLOCK BUILDING, ALL IN COOK COUNTY, ILLINOIS.

Address: 4401 S. Oakley Ave, Chicago, IL 60609

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