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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*2029510047\*

Doc# 2029510047 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/21/2020 10:59 AM PG: 1 OF 42

CC# 1900282ALA Hours 51 498

The property identified as: PIN: 17-32-300-001-0000

**Address:**

Street: 3501 S Ashland Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60609

Lender: Cadence Bank, N.A. and Atlantic Capital Bank, N.A.

Borrower: SFG Ashland, LLC

Loan / Mortgage Amount: \$27,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7-770 et seq. because it is commercial property.

Certificate number: F48066C4-A25A-45C0-A2E5-B62351C97EDC

Execution date: 10/5/2020

S N  
P 42  
S -  
M -  
SC Y  
E -  
INT JA

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THIS MORTGAGE WAS PREPARED  
WITH THE ADVICE OF ILLINOIS  
COUNSEL BY AND AFTER  
RECORDING, RETURN TO:

Tracey Harton Poole, Esq.  
McClure & Forheiser, LLC  
6400 Powers Ferry Road, Suite 150  
Atlanta, Georgia 30339

## MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (this "Mortgage"), made and entered into as of this 9<sup>th</sup> day of October, 2020, by **SFG ASHLAND, LLC**, a Delaware limited liability company (together with its successors and assigns, "Borrower"), having an address of 3414 Peachtree Road, NE, Suite 250, Atlanta, Georgia 30326, in favor of **CADENCE BANK, N.A.** ("Cadence"), having a business address of 3399 Peachtree Road NE, Suite 2000, Atlanta, Georgia 30326, and **ATLANTIC CAPITAL BANK, N.A.** ("Atlantic"), having a business address of 945 East Paces Ferry Road NE, Resurgens Plaza, Suite 1600, Atlanta, Georgia 30326 (Cadence and Atlantic, together with their successors and assigns, collectively, "Lender") this Mortgage being given to secure the Secured Indebtedness (as hereinafter defined), which includes a loan in a principal amount not to exceed FORTY-ONE MILLION EIGHT HUNDRED NINETY-TWO THOUSAND NINE HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$41,892,999.00) at any one time outstanding (the "Loan"), maturing on or before November 26, 2022 (the "Maturity Date");

### WITNESSETH:

WHEREAS, Borrower, Lender and certain other parties have entered into that certain Loan Agreement (Construction) dated of even date herewith (together with all amendments, extensions, modifications, restatements, and supplements thereto, being referred to hereinafter as the "Loan Agreement") (all capitalized terms used herein and not otherwise defined shall have the same meanings given to such terms in the Loan Agreement);

WHEREAS, pursuant and subject to the Loan Agreement, the Lender has agreed to lend Borrower the Loan as evidenced by (i) that certain Real Estate Note dated of even date herewith, made by Borrower to the order of Cadence in the maximum principal face amount of TWENTY-SEVEN MILLION AND NO/100 DOLLARS (\$27,000,000.00) (the "Cadence Note"), and (ii) that certain Real Estate Note dated of even date herewith, made by Borrower to the order of Atlantic in the maximum principal face amount of FOURTEEN MILLION EIGHT HUNDRED NINETY-TWO THOUSAND NINE HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$14,892,999.00) (the "Atlantic Note") maturing on the Maturity Date, or such earlier date as may be provided under the Loan Agreement, together with any renewals, modifications,

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consolidations and extensions thereof and amendments thereto (the Cadence Note and the Atlantic Note, collectively, the "Note");

WHEREAS, Borrower is the owner of a fee simple estate in the real property described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Lender has required the execution of this Mortgage as a condition to the Loan;

NOW, THEREFORE, Borrower, in consideration of the Secured Indebtedness (as hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, irrevocably grants, mortgages, bargains, sells, remises, aliens, assigns, transfers, pledges, conveys, sets over and confirms to Lender and the successors, successors in title, and assigns of Lender, subject to the further terms of this Mortgage, all of the following property (collectively, the "Secured Property"):

All Borrower's fee simple estate, interest, rights, privileges and benefits covering and affecting all those tracts or parcels of land being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all right, title, and interest of Borrower, including any after-acquired title or reversion, in and to the rights-of-ways, streets, and alleys adjacent thereto, all easements, and licenses, appertaining thereto, all strips and gores of land adjacent thereto, all vaults, sewers, sewer rights, waters, water courses, water rights and powers, pumps, pumping plants, pipes, flumes, and ditches appertaining thereto, all oil, gas, and other minerals located thereunder, all shrubs, crops, trees, timber and other emblements now or hereafter located thereon, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating to, or appertaining to any of the foregoing (collectively hereinafter referred to as the "Land");

This Mortgage secures obligations incurred to finance the construction of buildings and other improvements by Borrower and constitutes a "construction mortgage" within the meaning of § 9-334 and § 9-604 of the Uniform Commercial Code of the State of Illinois ("UCC") in effect from time to time, the Indebtedness evidenced by the Note is to be disbursed from time to time by the Lender to or for the benefit of Borrower to the extent provided in and according to the provisions of the Note and the Loan Agreement.

TOGETHER WITH all right, title and interest of Borrower in and to all fixtures, buildings, structures, parking areas, landscaping, and other improvements of every nature now or hereafter situated, erected, or placed on the Land and all appurtenances and additions thereto and substitutions or replacements thereof, including, but not limited to, all building materials, screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating systems, air conditioning systems, refrigerating systems, elevators, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, and fittings (collectively hereinafter referred to as the "Improvements");

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TOGETHER WITH all right, title and interest of Borrower in and to all machinery, equipment, vehicles, and other personal property of Borrower either located on or used in connection with the Land (the "Personal Property");

TOGETHER WITH all right, title and interest of Borrower in and to all policies of insurance and all condemnation proceeds, which in any way now or hereafter belong, relate, or appertain to the Land, the Improvements, or the Personal Property, or any part thereof;

TOGETHER WITH all right, title and interest of Borrower in and to any and all present and future leases, tenancies, occupancies, and licenses, and guaranties thereof, whether written or oral (hereinafter collectively referred to as the "Leases"), of the Land or the Improvements or any part thereof, and all income, rents, accounts receivable, issues, royalties, profits, revenues, security deposits, and other benefits of the Land or the Improvements, from time to time accruing, (hereinafter collectively referred to as the "Revenues") (reserving only to Borrower the rights set forth in Section 1.13, so long as no Event of Default has occurred and is continuing hereunder);

TOGETHER WITH all right, title and interest of Borrower in and to all contracts and agreements for the construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to trademarks, trade names, service marks, logos, goodwill and symbols) related solely to the Land and Improvements or the operation thereof;

TOGETHER WITH all right, title and interest of Borrower in and to all deposits (including but not limited to Borrower's rights in tenants' security deposits, deposits with respect to utility services to the Land and Improvements, and any deposits or reserves hereunder or under any other Loan Documents (as defined in the Loan Agreement) for taxes, insurance or otherwise), rebates or refunds of impact fees, taxes, assessments or charges, and all other contracts, purchase agreements, instruments and documents as such may arise from or be related to the Land and Improvements;

TOGETHER WITH all right, title and interest of Borrower in and to all permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Land and Improvements to the extent assignable;

TOGETHER WITH all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed or obtained therefrom, and the proceeds thereof;

TOGETHER WITH all proceeds, products, substitutions, and accessions of the foregoing of every type.

TO HAVE AND TO HOLD the Secured Property and all parts, rights, members, and appurtenances thereof, IN FEE SIMPLE FOREVER, to the use, benefit and behoof of Lender and the successors, successors in title and assigns of Lender forever; provided, that, if Borrower shall fully repay the Secured Indebtedness (as defined below) in accordance the terms of the Loan Documents, this Mortgage shall be deemed satisfied and Lender shall promptly file a satisfaction and release of record.

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THIS CONVEYANCE is given to secure the following obligations (collectively, the "Secured Indebtedness") in such order of priority as may be determined pursuant to the Loan Agreement:

(i) all indebtedness of Borrower under the Note and the Loan Agreement which amount shall be secured hereby with priority effective as of the date hereof;

(ii) all of the foregoing indebtedness as may from time to time be evidenced by one or more other promissory notes from Borrower in favor of the Lender;

(iii) any and all future advances made pursuant to the Note, the Loan Agreement, this Mortgage and any of the other Loan Documents by the Lender to or for the benefit of Borrower, direct or indirect, together with interest, fees, costs, and other amounts hereafter arising;

(iv) the full and prompt payment and performance of any and all other obligations and covenants of Borrower to Lender under the terms of any other Loan Documents;

(v) any and all additional advances made by the Lender to protect or preserve the Secured Property or the lien hereon on the Secured Property, or to pay taxes, to pay premiums on insurance on the Secured Property or to repair or maintain the Secured Property, or to complete improvements on the Secured Property (whether or not the original Borrower remains the owner of the Secured Property at the time of such advances and whether or not the original Lender remain the owner of the Secured Indebtedness and this Mortgage); and

(vi) any and all expenses incident to the collection of the Secured Indebtedness and the foreclosure hereof by action in any court or by exercise of the power of sale herein contained, including, without limitation, reasonable attorneys' fees and costs of collection actually incurred.

THIS MORTGAGE is further given for the purpose of creating a lien on and security title in real property in order to secure future advances under the Loan Agreement, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, and whether made before or after default or maturity or other similar events, to the same extent as if such future advances were made on the date of the execution hereof, even if no advance was made at the time of such execution. The lien and security title of this Mortgage, as to third persons, with or without actual knowledge hereof, shall be valid as to all such indebtedness and such future advances, from the date of recordation of this Mortgage, shall have priority.

Borrower further covenants and agrees with Lender as follows:

## ARTICLE I Covenants of Borrower

Section 1.1 Title to the Secured Property. Borrower warrants that: (i) it is lawfully seized and possessed of the Secured Property and that it has fee simple title to the Secured Property, and has good right to convey the same, and the Secured Property is unencumbered except for those items expressly set forth on Exhibit "B" attached hereto and by this reference incorporated herein (such items, together with any other encumbrances on title expressly permitted in the Loan Documents or otherwise approved by Lender in writing from time to time in accordance with the Loan Documents, collectively, the "Permitted Encumbrances"); (ii) it has

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full power and lawful authority to encumber the Secured Property in the manner and form herein set forth; (iii) it owns or will own all Improvements; (iv) this Mortgage creates a valid and enforceable security title, security interest, and lien on the Secured Property; and (v) it will preserve such title, and will forever warrant and defend the same to Lender and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever, except as to the Permitted Encumbrances.

## Section 1.2 Maintenance of the Secured Property.

(a) Subject to Sections 1.3 and 3.15 hereof, Borrower shall keep the buildings, parking areas, roads and walkways, recreational facilities, landscaping and all other improvements of any kind now or hereafter erected on the Secured Property or any part thereof in good condition and repair, will not commit or suffer any physical waste or will not do or suffer to be done anything which would or could increase the risk of fire or other hazard to the Secured Property or any other part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Secured Property.

(b) Except as provided in the Loan Agreement, and except as expressly permitted under the Leases, Borrower shall not remove, demolish or alter the structural character of the Secured Property without the prior written consent of Lender. Except as permitted under the Leases, Borrower shall not remove or permit to be removed from the Secured Property any item or items referred to in this Mortgage which are or may hereafter be in any way attached or affixed to the Land or to any improvement thereon. In all events under the Leases where Borrower's consent is required for the removal, demolition or alteration of the structural character of the Secured Property, or the removal of any items which are attached or affixed to the Land, Borrower shall not grant such consent without the prior written consent of Lender, not to be unreasonably withheld, conditioned or delayed.

(c) If the Secured Property or any part thereof is materially damaged by fire or other cause, Borrower will give prompt written notice thereof to Lender.

(d) Subject to the rights of tenants under the Leases, Lender and any persons authorized by Lender shall have the right to enter upon and inspect the Secured Property and to make or cause to be made such investigations and analyses thereof as Lender deems necessary at all reasonable times and upon reasonable prior notice, and access thereto shall be permitted for such purposes.

(e) Borrower will promptly comply, or cause the tenants under the Leases to comply, in all material respects with all present and future laws, ordinances, orders, rules and regulations of any governmental authority affecting the Secured Property or any part thereof.

(f) If all or any part of the Secured Property shall be damaged by fire or other casualty, and provided Lender makes insurance and/or condemnation proceeds available to Borrower pursuant to Section 3.15 hereof, Borrower will promptly restore the Secured Property to the equivalent of its original condition or payoff the Secured Indebtedness; and if a part of the Secured Property shall be damaged through condemnation, Borrower will promptly restore, repair or alter the remaining portions of the Secured Property in a manner reasonably satisfactory to Lender in accordance with the Loan Documents.

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(g) Borrower shall not, directly or indirectly, initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions applicable to the Secured Property or any part thereof or interest therein without the prior written consent of Lender, such consent not to be unreasonably withheld, conditioned or delayed, and no such action, vote, consent or the like taken or given by Borrower with respect to the Secured Property or any part thereof or interest therein shall be effective without such prior written consent.

## Section 1.3 Insurance; Restoration.

(a) Borrower shall procure (or cause Tenant to procure) for, deliver to and maintain for the benefit of Lender during the term of this Mortgage, original paid up insurance policies or certificates thereof providing the following types of insurance relating to the Secured Property, issued by such insurance companies, in such amounts, in such form and substance, and with such expiration dates as are reasonably acceptable to Lender and containing non-contributory standard mortgagee clauses, their equivalent or a satisfactory mortgagee loss payable endorsement in favor of Lender, providing the following type of insurance covering the Secured Property and the interest and liabilities incident to the ownership, possession and operation thereof, such policies to provide (to the extent commercially available) that the insurer shall give Lender at least thirty (30) days prior written notice of cancellation or termination, and to provide that no act or thing done by the insured shall invalidate or diminish the insurance provided to Lender and, except for liability policies, containing mortgagee loss payable clauses reasonably satisfactory to Lender:

(1) "All risk" hazard insurance insuring the Secured Property against all hazards, including, without limitation, flood, earthquake and collapse, the amount of which insurance shall be not less than one hundred percent (100%) of the full replacement cost of the Secured Property without deduction for depreciation; provided, however, that hazard insurance with respect to improvements under construction shall be in the form of "all risk" builder's risk insurance satisfactory to Lender; and

(2) Rent insurance against loss of income arising out of any hazard against which the Secured Property are required to be insured under Subparagraph 1.3(a)(1) above in an amount not less than one hundred percent (100%) of one (1) year's payments due under the Note; and

(3) Public liability insurance covering all liabilities incident to the construction, ownership, possession and operation of the Secured Property, naming Lender as an additional insured thereunder, in amounts equal to or greater than \$3,000,000.00 per accident or occurrence for bodily injury and \$1,000,000.00 per accident or occurrence for injury to property (which insurance coverage may be maintained through a combination of primary and umbrella coverage policies); and

(4) Such other insurance on the Secured Property or any replacements or substitutions therefor and in such amounts as may from time to time be reasonably required by Lender against other insurable casualties which at the time

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are commonly insured against in the case of properties of similar character and location, due regard being given to the height and type of the improvements, their construction, location, use and occupancy, or any replacements or substitutions therefor.

If Borrower fails to procure and maintain (or cause Tenant to procure and maintain) any of the insurance required herein, Lender may, at Lender's option (without any obligation to do so) following written notice to Borrower, obtain such insurance coverage to protect Lender's interest in the Secured Property as Lender shall so determine in Lender's sole discretion. Borrower shall reimburse Lender upon demand for all costs incurred by Lender hereunder.

(b) Lender is hereby authorized and empowered, at its option after consulting with Borrower and subject to the terms and conditions of any applicable lease, or similar agreement, to adjust or compromise any loss under any insurance policies maintained pursuant to this Section 1.3, and to collect and receive the proceeds from any such policy or policies. Except as provided in Section 3.15 hereof, each insurance company is hereby authorized and directed, to the extent permitted under the leases, to make payment for all such losses directly to Lender, instead of to Borrower and Lender jointly. In the event any insurance company fails to disburse directly and solely to Lender but disburses instead either solely to Borrower or to Borrower and Lender jointly, Borrower agrees immediately to endorse and transfer such proceeds to Lender. Upon the failure of Borrower to endorse and transfer such proceeds as aforesaid, Lender may execute such endorsements or transfers for and in the name of Borrower and Borrower hereby irrevocably appoints Lender as Borrower's agent and attorney-in-fact so to do. Subject to the terms and conditions of any applicable lease or similar agreement, including, without limitation, any obligation of Borrower to repair or replace property, after deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, Lender may apply the net proceeds or any part thereof, at its option, (i) to the payment of the Secured Indebtedness, whether or not due and in whatever order Lender elects, (ii) to the repair and/or restoration of the Secured Property, and/or (iii) for any other purposes or objects for which Lender is entitled to advance funds under this Mortgage, all without affecting the security interest created by this Mortgage; and any balance of such moneys then remaining shall be paid to Borrower or the person or entity lawfully entitled thereto. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) At least thirty (30) days prior to the expiration date of each policy maintained pursuant to this Section 1.3, a renewal or replacement thereof reasonably satisfactory to Lender shall be delivered to Lender. Upon receipt of written request of Lender, Borrower shall deliver to Lender receipts evidencing the payment for all such insurance policies and renewals or replacements. The delivery of any insurance policies hereunder shall constitute an assignment of all unearned premiums as further security hereunder. In the event of the foreclosure of this Mortgage or any other transfer of title to the Secured Property in extinguishment or partial extinguishment of the Secured Indebtedness, all right, title and interest of Borrower in and to all insurance policies then in force shall pass to the purchaser or to Lender, as the case may be, and Lender is hereby irrevocably appointed by Borrower as attorney-in-fact for Borrower to assign any such policy to said purchaser or to Lender, as the case may be, without accounting to Borrower for any unearned premiums thereon.



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Section 1.4 Taxes and Other Charges. Except as otherwise expressly permitted or provided in the Loan Agreement, Borrower shall either pay or cause the tenants under the Leases to pay and discharge prior to the delinquency date thereof all taxes of every kind and nature, all water charges, sewer rents and assessments, levies, permit fees, inspection and license fees, and all other charges imposed upon or assessed against the Secured Property or any part thereof or upon the revenues, rents, issues, income, and profits of the Secured Property and, unless Borrower is making monthly deposits with Lender in accordance with Section 1.11 hereof, Borrower shall exhibit to Lender validated receipts (or other commercially reasonable evidence of payment) showing the payment of such taxes, assessments, water charges, sewer rents, levies, fees, and other charges which may be or become a lien on the Secured Property within ten (10) days after Lender's request therefor (but not earlier than fifteen (15) days prior the date such payment is due). Should Borrower default in the payment of any of the foregoing taxes, assessments, water charges, sewer rents, or other charges, Lender may, but shall not be obligated to, pay the same or any part thereof, and amounts so paid shall be secured by this Mortgage, and Borrower shall, on demand, reimburse Lender for all amounts so paid. Notwithstanding the foregoing, Borrower may contest any taxes, water charges, sewer rents and assessments, levies, permit fees, inspection and license fees, and all other charges imposed upon or assessed against the Secured Property by lawful means as and to the extent permitted by the Loan Agreement.

Section 1.5 Mechanics' and Other Liens. Except as otherwise expressly permitted or provided in the Loan Agreement, Borrower shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien or claim of lien on the Secured Property or any part thereof and, in general, Borrower shall do, or cause to be done, at the cost of Borrower and without expense to Lender, everything necessary to fully preserve the lien of this Mortgage. In the event Borrower fails to make payment of such claims and demands, Lender may, but shall not be obligated to, make payment thereof, and all sums so expended shall be secured by this Mortgage, and Borrower shall, on demand, reimburse Lender for all sums so expended. Notwithstanding the foregoing to the contrary, Borrower shall be permitted, in Borrower's sole discretion, to either discharge or bond over any such liens as provided by law, and Borrower shall not be in breach of this Section 1.5 if Borrower discharges or bonds over such lien within thirty (30) days of Borrower's notice of the filing thereof.

Section 1.6 Condemnation Awards. Borrower, immediately upon written notice of the institution, or the proposed, contemplated or threatened institution of any action or proceeding for the taking through condemnation of the Secured Property or any portion thereof, will notify Lender of the pendency of such proceedings. Lender may participate in any such proceedings and Borrower from time to time will deliver to Lender all instruments requested by it to permit such participation. All awards and compensation for condemnation or other taking or purchase in lieu thereof, of the Secured Property or any part thereof, are hereby assigned to and shall be paid to Lender. Borrower hereby authorizes Lender to collect and receive such awards and compensation and to give proper receipts and acquittances therefor. Unless otherwise approved by Lender, all such awards and compensation shall be applied in the manner as provided in the Loan Agreement. Borrower, upon request by Lender, shall make, execute, and deliver any and all instruments requested for the purpose of confirming the assignment of the aforesaid awards and compensation to Lender free and clear of any liens, charges, or encumbrances of any kind or nature whatsoever.

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Section 1.7 Costs of Defending and Upholding the Lien. If any action or proceeding is commenced to which action or proceeding Lender is made a party or in which it becomes necessary for Lender to defend or uphold the lien or security title of this Mortgage, Borrower shall, on demand, reimburse Lender for all reasonable expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees) actually incurred by Lender in any such action or proceeding and all such expenses shall be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage or to recover or collect the Secured Indebtedness, the provisions of law relating to the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant, provided that any such recovery shall not exceed Lender's reasonable actual out-of-pocket fees and expenses.

Section 1.8 Additional Advances and Disbursements. Borrower shall pay when due all payments and charges on all mortgages, deeds to secure debt, security agreements, liens, encumbrances, ground and other leases, and security interests which may be or become superior or inferior to the lien of this Mortgage, and in default thereof, Lender shall have the right, but shall not be obligated, to pay, without notice to Borrower, such payments and charges, and Borrower shall, on demand, reimburse Lender for amounts so paid. In addition, upon default of Borrower in the performance of any other terms, covenants, conditions, or obligations by it to be performed under any such prior or subordinate lien, encumbrance, lease, or security interest, Lender shall have the right, but shall not be obligated, to cure such default in the name and on behalf of Borrower. All sums advanced and expenses incurred at any time by Lender pursuant to this Section 1.8 or as otherwise provided under the terms and provisions of this Mortgage or under applicable law shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement computed at the Default Rate (as defined in the Note).

Section 1.9 Costs of Enforcement. Borrower agrees to bear and pay all expenses, including reasonable attorneys' fees actually incurred and all costs of collection of or incidental to the perfection and enforcement of any provision hereof, or the enforcement, compromise, or settlement of this Mortgage or the Secured Indebtedness, and for the curing thereof, or for defending or asserting the rights and claims of Lender in respect thereof, by litigation or otherwise. All rights and remedies of Lender shall be cumulative and may be exercised singly or concurrently. Notwithstanding anything herein contained to the contrary, Borrower: (a) will not (i) at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Secured Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor (ii) claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Secured Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment, or order of any court of competent jurisdiction, nor (iii) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof; (b) hereby expressly waives all benefit or advantage of any such law or laws; and (c) covenants not to hinder, delay, or impede the execution of any power herein granted or delegated to Lender, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Borrower, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Secured Property marshaled upon any foreclosure hereof.

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Section 1.10 Intangible and Other Taxes. Borrower shall pay any and all taxes, charges, filing, registration and recording fees, excises, and levies imposed upon Lender by reason of its ownership of this Mortgage and the other Loan Documents, or by reason of the recording or filing thereof, or any security instrument supplemental hereto, any security instrument or Uniform Commercial Code financing statement with respect to any fixtures or personal property owned by Borrower at the Secured Property and any instrument of further assurance (other than income, franchise and doing business taxes), and shall pay all stamp or intangible taxes and other taxes required to be paid on any of the Loan Documents except any taxes or fees in connection with Lender's sale or assignment of any Loan Documents. In the event Borrower fails to make such payment after demand by Lender then Lender shall have the right, but shall not be obligated, to pay the amount due, and Borrower shall, on demand, reimburse Lender for said amount, and until so paid said amount shall become part of the Secured Indebtedness. The provisions of this Section shall survive the repayment of the Secured Indebtedness.

Section 1.11 Escrow Deposits. At Lender's request at any time after an Event of Default (as hereinafter defined) has occurred, Borrower shall deposit with Lender, monthly, one twelfth (1/12th) of the insurance premiums and real estate taxes, assessments, water, sewer, and other charges which might become a lien upon the Secured Property. In addition, if required by Lender at any time after an Event of Default has occurred, Borrower shall simultaneously therewith deposit with Lender a sum of money which together with the monthly installments aforementioned will be sufficient to make each of the payments aforementioned at least thirty (30) days prior to the date such payments are deemed delinquent. Should said charges not be ascertainable at the time any deposit is required to be made with Lender, the deposit shall be made on the basis of the charges for the prior year, and when the charges are fixed for the then current year, Borrower shall deposit any deficiency with Lender. All funds so deposited with Lender shall be held by it without interest, may be commingled by Lender with its general funds and shall be applied in payment of the charges aforementioned when and as payable, to the extent Lender shall have such funds on hand. If deposits are being made with Lender, Borrower shall furnish Lender with bills for the charges for which such deposits are required to be made hereunder and/or such other documents necessary for the payment of same, at least fifteen (15) days prior to the date on which the charges first become payable. If deposits are not being made with Lender as set forth above, in the event Borrower fails to pay any such amount, or if Borrower fails to provide Lender with evidence that such amounts have been paid prior to the delinquency thereof within ten (10) business days following Lender's request for such evidence, Lender may, but shall not be obligated to, make payment thereof, and Borrower shall, on demand, reimburse Lender for all sums so expended, and until Lender has been so reimbursed, such amount shall be added to the Secured Indebtedness.

Section 1.12 Transfer of the Secured Property. Borrower hereby acknowledges to Lender that (a) the identity and expertise of Borrower were and continue to be material circumstances upon which Lender has relied in connection with, and which constitute valuable consideration to Lender for, the extending to Borrower of the Secured Indebtedness and (b) any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Secured Indebtedness granted to Lender by this Mortgage. Borrower hereby covenants and agrees with Lender, as part of the consideration for the extending to Borrower of the Secured Indebtedness, that, except with regard to Permitted Transfers (as hereinafter defined), Borrower shall not encumber, pledge, convey, transfer or assign any or all of its

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interest in the Secured Property without the prior written consent of Lender, and, if Borrower is a corporation, partnership, limited liability company or other artificial entity, there shall be no encumbrance, pledge, conveyance, transfer or assignment of any legal or beneficial interest whatsoever in Borrower or in any entity comprising Borrower. Such consent of Lender may be given or withheld by Lender at its sole discretion. For purposes of this Section 1.12, "Permitted Transfers" shall mean (i) transfers of interests in Borrower by and among Borrower's members and/or their affiliates, (ii) one or a series of transfers of up to twenty percent (20%) (in the aggregate) of the interests in Borrower, and (iii) transfers of direct or indirect interests in Borrower's members and/or their affiliates, provided that following any transfer under parts (i), (ii) or (iii) of this sentence one or both Guarantors remains in control of Borrower. The consent by Lender to any sale, transfer, pledge, encumbrance, creation of a security interest in, or other hypothecation of, any portion of the Secured Property shall not be deemed to constitute a novation or a consent to any further sale, transfer, pledge, encumbrance, creation of a security interest in or other hypothecation, or to waive the right of Lender, at its option, to declare the Secured Indebtedness immediately due and payable, without notice to Borrower or any other person or entity, upon any such sale, transfer, pledge, encumbrance, creation of a security interest or other hypothecation to which Lender shall not have consented.

Section 1.13 Leases, Contracts, Etc. Borrower hereby further agrees as follows:

(a) Borrower does hereby assign to Lender, the Leases and Revenues (reserving only to Borrower the right to collect currently due and payable Revenues and the right to exercise in the ordinary course of business all of the rights and remedies of the landlord under the Leases so long as no Event of Default has occurred and is continuing hereunder), and Borrower agrees to execute and deliver to Lender such additional instruments, in form and substance reasonably satisfactory to Lender, as may hereafter be requested by Lender further to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed to impose upon Lender any obligation with respect to any Lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease or in any law of any applicable state in the event that any lessee shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title, and interest and equity of redemption). Borrower shall not cancel or permit the cancellation of any Lease, or materially modify or amend any Lease affecting the Secured Property, or accept, or permit to be made, any prepayment of any installment of rent or fees thereunder (except for security deposits and the usual prepayment of rent which results from the acceptance by a landlord on or about the first day of each month of the rent for that month); provided, however, the foregoing shall in no way limit the rights of tenants under the Leases from (i) terminating the Leases pursuant to the casualty and condemnation provisions provided in the Leases and such a termination shall not be a breach of this Section 1.13, and (ii) extending the terms of the Leases or expanding the premises covered by the Leases pursuant to the provisions of the Leases, and such an extension or expansion shall not be a breach of this Section 1.13, and, provided, further, that Borrower shall have the right to enforce any rights and remedies of Borrower as landlord under any Lease upon a default thereunder by any tenant. Borrower shall faithfully keep and perform, or cause to be kept and performed, all of the covenants, conditions and agreements contained in each of said instruments, now or hereafter existing, on the part of Borrower to be kept and performed and shall at all times do all things reasonably necessary to compel performance by each other party to said instruments of all obligations, covenants and agreements by such other party to be performed thereunder.

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(b) Borrower shall not execute an assignment of the Leases or Revenues, or any part thereof with any party other than Lender unless Lender shall first consent to such assignment and unless such assignment shall expressly provide that it is subordinate to the collateral assignment contained in this Mortgage and any collateral assignment executed pursuant hereto or concerning the Secured Indebtedness.

(c) Borrower shall furnish to Lender, within twenty (20) days after a written request by Lender to do so, a sworn statement setting forth the names of all lessees and tenants of the Secured Property, the expiration dates of their respective Leases, the space occupied, and the rentals payable thereunder, and stating to Borrower's best knowledge whether any material defaults, off-sets or defenses exist in connection with any of said Leases. Any and all Leases entered into after the date of this Mortgage shall provide for giving by the lessees or tenants thereunder of certificates with respect to the status of such Leases and Borrower shall exercise Borrower's right to request such certificates promptly upon any demand therefor by Lender. Borrower shall provide Lender with a copy of any written notice of default received by it from any tenant under any commercial Lease.

(d) Lender shall have the absolute and continuing right, at all times hereafter, to review and approve, which approval shall not be unreasonably withheld, conditioned or delayed, any and all Leases and any other material contracts, licenses or permits which, pursuant to their operation and effect, will (or are reasonably likely to) affect, the Secured Property, or any part thereof, and any and all modifications to existing agreements, licenses, and permits which are proposed to be entered into subsequent to the date of this Mortgage prior to their execution and delivery by Borrower. Borrower represents and warrants it has delivered to Lender and shall deliver to Lender a true and complete copy of any and all Leases. Without limiting the generality of the foregoing, and in any event each such Lease shall contain (i) a provision that the rights of the parties thereunder are expressly subordinate to all of the rights and title of Lender under this Mortgage, and (ii) any such Lease shall contain a provision whereby the parties thereunder expressly recognize and agree that, notwithstanding such subordination, Lender may sell the Secured Property in the manner provided in Article II, and thereby, at the option of Lender, sell the same subject to such instrument.

(e) Each lease, tenant contract and rental agreement pertaining to the Secured Property, or any part thereof, executed after the date of this Mortgage, shall provide that, in the event of the enforcement by Lender of the remedies provided by law or by this Mortgage, the lessee or tenant thereunder will, upon request of Lender or any other person or entity succeeding to the interest of Lender as a result of such enforcement, attorn to Lender and automatically become the lessee or tenant of Lender or said successor in interest, without change in the terms or other provisions of said lease, tenant contract or rental agreement; provided, however, that neither Lender nor any such successor in interest shall be bound by any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of a security deposit for the performance by said lessee or tenant of its obligations under said lease, tenant contract or rental agreement (and then only if such prepayments have been deposited with and are under the control of Lender). Each lease, tenant contract and rental agreement executed from and after the date of this Mortgage for the Secured Property shall also provide that, upon request by said successor in interest, the lessee or tenant thereunder shall deliver an instrument or instruments confirming such attornment, unless the tenant thereunder has separately executed an attornment agreement in favor of Lender, its successors and/or assigns.

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Section 1.14 Estoppel Certificates. Borrower, within twenty (20) days after receipt of written request, shall furnish to Lender a written statement, duly acknowledged, setting forth to its knowledge the amount due under this Mortgage, the terms of payment and maturity date related to all amounts advanced pursuant to or outstanding under the Loan Agreement, the date to which interest has been paid, whether any offsets or defenses exist against the Secured Indebtedness and, if any are alleged to exist, the nature thereof shall be set forth in detail.

Section 1.15 Security Deposits. To the extent required by law or, after an Event of Default has occurred and during its continuance, if required by Lender, all security deposits of tenants of the Secured Property shall be treated as trust funds not to be commingled with any other funds of Borrower. Within twenty (20) days after request by Lender, Borrower shall furnish satisfactory evidence of compliance with this Section 1.15, as necessary, together with a statement of all security deposits deposited by the tenants and copies of all Leases not theretofore delivered to Lender, certified by Borrower.

Section 1.16 Indemnity. Borrower shall indemnify and hold Lender harmless from and against any and all suits, actions, claims, proceedings (including third party proceedings), damages, losses, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) provided for in Section 10.13 of the Loan Agreement. The foregoing indemnities shall survive full payment of the Secured Indebtedness, the foreclosure of this Mortgage, any transfer of the Secured Property, and any and all other events relating to the foregoing.

Section 1.17 Security Agreement; Fixture Filing.

(a) With respect to the furniture, machinery, apparatus, equipment, appliances, fittings, fixtures, building supplies and materials, articles of personal property, chattels, chattel paper, documents, inventory, accounts, farm products, consumer goods and general intangibles referred to or described in this Mortgage, or in any way connected with the use and enjoyment of the Secured Property, this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such property included herein as a part of the Secured Property, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of Illinois. Upon request by Lender, at any time and from time to time, a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such property shall be appropriately filed. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Lender's sole election. Borrower and Lender agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Borrower and Lender that everything used in connection with the production of income from the Secured Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be, regarded as part of the real estate conveyed hereby regardless of whether (A) any such item is physically attached to the improvements, (B) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Mortgage, or (C) any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (1) the proceeds of any fire and/or

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hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Secured Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Lender as determined by this Mortgage or affect the priority of Lender's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Lender in the event any court shall at any time hold with respect thereto, that notice of Lender's priority of interest, to be effective against all persons or a particular class of persons, must be filed in the Uniform Commercial Code records.

(b) Borrower warrants that (i) Borrower's (also referred to as "Debtor's") name, identity or corporate structure and residence or principal place of business are as set forth in Section 1.17(c) hereof; (ii) Borrower (also referred to as "Debtor") has been using or operating under said name, identity or corporate structure without change for the time period set forth in Section 1.17(c) hereof; and (iii) upon completion of the Improvements, the location of the collateral will be the same as the location of the Land. Borrower covenants and agrees that Borrower will furnish Lender with notice of any change in the matters addressed by clauses (i) or (iii) of this Section 1.17(b) within thirty (30) days of the effective date of any such change and Borrower will promptly execute any financing statements or other instruments deemed necessary by Lender to prevent any filed financing statement from becoming misleading or losing its perfected status.

(c) This Mortgage shall constitute a financing statement filed as a fixture filing in accordance with Section 9-502(c) of the Uniform Commercial Code as enacted in the State of Illinois (or any amendment thereto). The names of the "Debtor" and the "Secured Party," the identity or corporate structure and residence or principal place of business of "Debtor," and the time period for which "Debtor" has been using or operating under said name and identity or corporate structure without change, are as set forth in Schedule 1 of Exhibit "C" attached hereto and by this reference made a part hereof; the mailing address of the "Secured Party" from which information concerning the security interest may be obtained, and the mailing address of "Debtor," are as set forth in Schedule 2 of said Exhibit "C" attached hereto; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. COLLATERAL IS OR INCLUDES FIXTURES.

## ARTICLE 2 Default and Remedies

Section 2.1 Events of Default. The occurrence of any of the following events shall constitute an Event of Default hereunder: (a) an "Event of Default" under the Loan Agreement or Real Estate Note, (b) any representation or warranty under this Mortgage proves to be untrue when made in any material respect, (c) any default by Borrower with respect to any covenant contained in Sections 1.3 or 1.12 of this Mortgage, (d) any default by Borrower under any other covenant contained in this Mortgage, which default is not cured as provided in Section 3.14, (e) any default by Borrower under any other contract or agreement between Lender and Borrower, or (f) the breach or failure by Borrower to perform, observe and satisfy all other terms, covenants, conditions and agreements contained in any lease affecting the Secured Property.

Section 2.2 Remedies.

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(a) Upon the occurrence of any Event of Default, Lender may take such action, without notice or demand (except as required in Section 3.14 hereof and subject to Nationwide Member's rights pursuant to Section 10.28 of the Loan Agreement), as it deems advisable to protect and enforce its rights against Borrower and in and to the Secured Property. Without limitation of the foregoing, Lender may take any of the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender hereunder, under the other Loan Documents, and at law: (1) declare the entire unpaid Secured Indebtedness to be immediately due and payable; or (2) notify all tenants of the Secured Property and all others obligated on the Leases that all rents and other sums owing on the Leases have been assigned to Lender and are to be paid directly to Lender, and to enforce payment of all obligations owing on the Leases, by suit, ejectment, cancellation, releasing, reletting or otherwise, whether or not Lender has taken possession of the Secured Property, and to exercise whatever rights and remedies Lender may have under any assignment of rents and leases; or (3) enter into or upon the Secured Property, either personally or by its representatives, nominees or attorneys and dispossess Borrower and its tenants and servants therefrom, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore, and otherwise deal with all and every part of the Secured Property and conduct business there at; (ii) complete any construction on the Secured Property in such manner and form as Lender deems advisable in the reasonable exercise of its judgment; (iii) exercise all rights and power of Borrower with respect to the Secured Property, whether in the name of Borrower, or otherwise, including, without limitation, the right to make, cancel, enforce, or modify Leases, obtain and evict tenants, and demand, sue for, collect, and receive all Revenues, which rights shall not be in limitation of Lender's rights under any assignment of rents and leases securing the Secured Indebtedness; and (iv) apply the Revenues to the payment of the Secured Indebtedness, after deducting therefrom all expenses incurred in connection with the aforesaid operations (including reasonable attorney fees and just and reasonable compensation for the services of Lender and its representatives and employees) and all amounts necessary to pay the taxes, assessments, insurance, and other charges in connection with the Secured Property; or (4) institute proceedings for the complete foreclosure of this Mortgage either at law, in equity, or pursuant to Section 2.2(b) hereof, in which case Lender may bid upon and purchase the Secured Property and the Secured Property may be sold for cash or upon credit in one or more parcels; or (5) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Secured Indebtedness then due and payable (if Lender shall have elected not to declare the entire Secured Indebtedness to be immediately due and owing), subject to the continuing lien of this Mortgage for the balance of the Secured Indebtedness not then due; or (6) sell for cash or upon credit the Secured Property or any part thereof and all estate, claim, demand, right, title, and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Secured Property, this Mortgage shall continue as a lien on the remaining portion of the Secured Property; or (7) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in any Loan Document; or (8) to the extent permitted by applicable law, recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage; or (9) as a matter of strict right, obtain from any court of competent jurisdiction the appointment of a trustee, receiver, liquidator, or conservator of the Secured Property, without



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regard for the adequacy of the security for the Secured Indebtedness and without regard for the solvency of Borrower, or any other person, firm or other entity liable for the payment of the Secured Indebtedness, and without regard for any other statutory or common law requirements otherwise applicable to the appointment of a trustee, receiver, liquidator, or conservator; or (10) pay or perform any default in the payment, performance, or observance of any term, covenant or condition of this Mortgage, and all payments made or costs or expenses incurred by Lender in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by Borrower to Lender with interest thereon the necessity for any such actions and of the amounts to be paid to be in the sole judgment of Lender, and Lender may enter and authorize others to enter upon the Secured Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant, or condition without thereby becoming liable to Borrower or any person in possession holding under Borrower; or (11) pursue any remedy with respect to the Secured Property available to a secured party under the Uniform Commercial Code; or (12) pursue such other remedies as Lender may have under applicable law, in equity or under this Mortgage, the Note, the Loan Agreement, or any of the other Loan Documents.

(b) If an Event of Default shall have occurred and the Secured Indebtedness has been accelerated or is otherwise due and payable in full (subject to Section 3.14), Lender may foreclose this Mortgage as now provided by law in case of past due mortgages, and Lender shall be authorized, at its option, whether or not possession of the Secured Property is taken, after giving twenty one (21) days' notice by publication once a week for three (3) consecutive weeks of the time, place and terms of each such sale by publication in some newspaper of general circulation published in the county wherein the Secured Property or any part thereof is located, to sell the Secured Property (or such part or parts thereof as Lender may from time to time elect to sell) in front of such county's courthouse door, at public outcry, during the legal hours of sale, to the highest bidder for cash. Lender, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Secured Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money, provided that Borrower reserves all right provided by law to any excess of such purchase money above the amount of Secured Indebtedness subject to paragraph 2.2(c) below. At any foreclosure sale, any part or all of the Secured Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Borrower hereby waiving the application of any doctrine of marshalling or like proceeding. In case Lender, in the exercise of the power of sale herein given, elects to sell the Secured Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Secured Property not previously sold shall have been sold or all the Secured Indebtedness secured hereby shall have been paid in full.

(c) The purchase money proceeds or avails of any sale made under or by virtue of this Article 2, together with any other sums which then may be held by Lender under this Mortgage, whether under the provisions of this Article 2 or otherwise, shall be applied to the Secured Indebtedness in the order provided in the Loan Agreement.

(d) Lender may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for

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such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Lender, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(e) Upon the completion of any sale or sales made by Lender under or by virtue of this Article 2, Lender, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning, and transferring all estate, right, title, and interest in and to the property and rights sold. Lender is hereby irrevocably appointed the true and lawful attorney of Borrower, such appointment being coupled with an interest, in its name and stead, to make all necessary conveyances, assignments, transfers, and deliveries of the Secured Property and rights so sold and for that purpose Lender may execute all necessary instruments of conveyance, assignment, and transfer, and may substitute one or more persons with like power, Borrower hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Article 2, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim, and demand whatsoever, whether at law or in equity, of Borrower in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Borrower and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Borrower.

(f) In the event of any sale made under or by virtue of this Article 2 (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale) the entire Secured Indebtedness, if not previously due and payable, immediately thereupon shall, anything in the Note, the Loan Agreement, this Mortgage, or any other Loan Document to the contrary notwithstanding, become due and payable.

(g) Upon any sale made under or by virtue of this Article 2 (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), Lender, may bid for and acquire the Secured Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Secured Indebtedness the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Lender is authorized to deduct under this Mortgage.

(h) No recovery of any judgment by Lender and no levy of an execution under any judgment upon the Secured Property or upon any other property of Borrower shall affect in any manner or to any extent, the lien and title of this Mortgage upon the Secured Property or any part thereof, or any liens, titles, rights, powers or remedies of Lender hereunder, but such liens, titles, rights, powers and remedies of Lender shall continue unimpaired as before.

(i) Borrower agrees, to the fullest extent permitted by law, that upon the occurrence of an Event of Default, neither Borrower nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the

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Secured Property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Borrower, 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 comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien or title hereof.

(j) The failure to make any such tenants of the Secured Property party to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceedings instituted by Lender to collect the sums secured hereby.

(k) Lender, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Secured Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceedings instituted by Lender to collect the indebtedness evidenced by the Note.

Section 2.3 Possession of the Secured Property. Upon any foreclosure of the Secured Property, it is agreed that the then owner of the Secured Property, if it is the occupant of the Secured Property or any part thereof, shall immediately surrender possession of the Secured Property so occupied to Lender, and if such occupant is permitted to remain in possession, the possession shall be as tenant of Lender and, on demand, such occupant (a) shall pay to Lender monthly, in advance, a reasonable rental for the space so occupied, and (b) in default thereof may be dispossessed by the usual summary proceedings. The covenants herein contained may be enforced by a receiver of the Secured Property or any part thereof. Nothing in this Section 2.3 shall be deemed to be a waiver of the provisions of this Mortgage prohibiting the sale or other disposition of the Secured Property without Lender's consent.

Section 2.4 Borrower's Actions After Default. Nothing herein shall be deemed to require the commencement of a suit or the consent of Borrower as a condition precedent for Lender's right to the appointment of a receiver or the exercise of any other rights or remedies available to Lender.

Section 2.5 Control by Lender After Default. Notwithstanding the appointment of any receiver, liquidator, or trustee of Borrower, or of any of its property, or of the Secured Property or any part thereof, Lender shall be entitled to retain possession and control of all property now and hereafter covered by this Mortgage.

Section 2.6 Waiver of Appraisal. Appraisal of the Secured Property is hereby waived or not waived at Lender's option, which shall be exercised on or before the date on which a written judgment in any judicial foreclosure hereof is signed by the court.

## ARTICLE 3 Miscellaneous

Section 3.1 Credits Waived. Borrower will not claim nor demand nor be entitled to any credit or credits against the Secured Indebtedness for so much of the taxes assessed against the Secured Property or any part thereof as is equal to the tax rate applied to the amount due on this Mortgage or any part thereof, and no deductions shall otherwise be made or claimed from the taxable value of the Secured Property or any part thereof by reason of this Mortgage or the

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## Secured Indebtedness.

Section 3.2 No Release. Borrower agrees, that in the event the Secured Property is sold with the written consent of Lender and Lender enters into any agreement with the then owner of the Secured Property extending the time of payment of the Secured Indebtedness, or otherwise modifying the terms hereof, Borrower shall continue to be liable to pay the Secured Indebtedness according to the tenor of any such agreement unless expressly released and discharged in writing by Lender.

Section 3.3 Notices. Any and all notices, elections or demands permitted or required to be made under this Mortgage shall be in writing, signed by the party giving such notice, election or demand, and shall be delivered personally, or sent by recognized overnight delivery service (such as Federal Express or UPS), or sent by registered or certified United States mail, postage prepaid, to the other party at the address set forth below, or at such other address as may have theretofore been designated by written notice delivered in the manner aforesaid. The date of personal delivery (by courier or overnight delivery) or the second (2nd) day following the date of mailing, as the case may be, shall be the date of delivery of any such notice, election or demand. For the purposes of this Mortgage:

The address of Borrower is:

SFG Ashland, LLC  
3414 Peachtree Road, NE  
Suite 250  
Atlanta, Georgia 30326  
Attn: Zack Markwell

With a copy to:

Stonemont Financial Group  
3414 Peachtree Road, NE  
Suite 250  
Atlanta, Georgia 30326  
Attn: David J. Burch, Esq.

With a copy to:

NW – Ashland, LLC  
c/o Nationwide Mutual Fire Ins. Co  
One Nationwide Plaza, 1-5-701  
Columbus, Ohio 43215  
Attn: Simon A. Reeve, Esq.

The address of Lender is:

Cadence Bank, N.A.  
3399 Peachtree Road NE, Suite 2000  
Atlanta, Georgia 30326  
Attn: Blake Snyder

and:

Atlantic Capital Bank, N.A.  
945 East Paces Ferry Road NE  
Resurgens Plaza, Suite 1600  
Atlanta, Georgia 30326  
Attn: Robert A. Cancelliere

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With a copy to:

McClure & Kornheiser, LLC  
6400 Powers Ferry Road, Suite 150  
Atlanta, Georgia 30339  
Attn: Tracey Harton Poole, Esq.

Section 3.4 Binding Obligations. The provisions and covenants of this Mortgage shall run with the land, shall be binding upon Borrower and shall inure to the benefit of Lender, subsequent holders of this Mortgage and their respective successors and assigns. For the purpose of this Mortgage, the term "Borrower" shall mean Borrower named herein, any subsequent owner of the Secured Property, and their respective heirs, executors, legal representatives, successors and assigns. All undertakings hereunder shall be deemed to be the joint and several obligations of all Borrower.

Section 3.5 Captions. The captions of the Sections of this Mortgage are for the purpose of convenience only and are not intended to be a part of this Mortgage and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

Section 3.6 Further Assurances. Borrower shall do, execute, acknowledge and deliver, at the sole cost and expense of Borrower, all and every such further acts, deeds, conveyances, assignments, estoppel certificates, notices of assignment, transfers and assurances as Lender may reasonably require from time to time in order to better assure, convey, assign, transfer and confirm unto Lender, the rights now or hereafter intended to be granted to Lender under this Mortgage, any other instrument executed in connection with this Mortgage or any other instrument under which Borrower may be or may hereafter become bound to convey, transfer or assign to Lender for carrying out the intention of facilitating the performance of the terms of this Mortgage. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such deeds to secure debt, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do. The lien and/or security title of this Mortgage and the security interest created hereby will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Secured Property or any part thereof.

Section 3.7 Severability. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

Section 3.8 General Conditions.

(a) All covenants hereof shall be construed as affording to Lender rights additional to and not exclusive of the rights conferred under the provisions of applicable laws of the state in which the Land is located.

(b) This Mortgage cannot be altered, amended, modified or discharged orally and no agreement shall be effective to modify or discharge it in whole or in part, unless it is in writing and signed by the party against whom enforcement of the modification, alteration, amendment or discharge is sought. Notwithstanding the foregoing, this Mortgage may be

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amended and modified from time to time by instruments signed only by Borrower if the sole purpose of such instruments is to encumber additional real property by this Mortgage.

(c) No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Lender in exercising any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default, or any acquiescence therein. Acceptance of any payment after the occurrence of an Event of Default shall not be deemed to waive or cure such Event of Default; and every power and remedy given by this Mortgage to Lender may be exercised from time to time as often as may be deemed expedient by Lender. Nothing in this Mortgage shall affect the obligation of Borrower to pay the Secured Indebtedness in the manner and at the time and place expressed in the Loan Agreement.

(d) No waiver by Lender will be effective unless it is in writing and then only to the extent specifically stated. Without limiting the generality of the foregoing, any payment made by Lender for insurance premiums, taxes, assessments, water rates, sewer rentals or any other charges affecting the Secured Property, shall not constitute a waiver of Borrower's default in making such payments and shall not obligate Lender to make any further payments.

(e) Lender shall have the right to appear in and defend any action or proceeding, in the name and on behalf of Borrower which Lender, in its discretion, feels may adversely affect the Secured Property or this Mortgage. Lender shall also have the right to institute any action or proceeding which Lender, in its discretion, feels should be brought to protect its interest in the Secured Property or its rights hereunder. All costs and expenses incurred by Lender in connection with such actions or proceedings, including, without limitation, attorneys' fees and appellate attorneys' fees, shall be paid by Borrower, on demand.

(f) In the event of the passage after the date of this Mortgage of any law of any governmental authority having jurisdiction, deducting the Secured Indebtedness from the value of the Secured Property for the purpose of taxation, affecting any lien thereon or changing in any way the laws of the taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, Borrower shall promptly pay to Lender or the appropriate taxing authority (with evidence to Lender of such payment) within ten (10) days of demand, all taxes, costs and charges for which Lender is or may be liable as a result thereof, provided said payment shall not be prohibited by law or render any obligations under the Loan Agreement usurious, in which event Lender may declare the Secured Indebtedness to be immediately due and payable.

(g) Borrower acknowledges that it has received a true copy of this Mortgage.

(h) For the purposes of this Mortgage, all defined terms and personal pronouns contained herein shall be construed, whenever the context of this Mortgage so requires, so that the singular shall be construed as the plural and vice versa and so that the masculine, feminine or neuter gender shall be construed to include all other genders.

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(i) No provision of this Mortgage shall be construed against or interpreted to the disadvantage of Borrower or Lender by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

(j) Upon receipt of evidence reasonably satisfactory to Borrower of the loss, theft, destruction or mutilation of any note or instrument evidencing a portion of the Secured Indebtedness, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Borrower or, in the case of any such mutilation, upon surrender and cancellation of such note or instrument, Borrower shall execute and deliver, in lieu thereof, a replacement note or instrument, identical in form and substance to the original note or instrument and dated as of the date of the original note or instrument and upon such execution and delivery all references in this Mortgage and the other Loan Documents to the original note or instrument shall be deemed to refer to such replacement note or instrument.

(k) Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under the Loan Agreement, this Mortgage, and the other Loan Documents.

(l) Whenever the Loan Agreement, this Mortgage, or any other Loan Document requires the consent, approval, waiver, acceptance, satisfaction or expression of opinion of, or the taking of any discretionary act by Lender, the right, power, privilege and option of Lender to withhold or grant its consent shall not be exhausted by the exercise thereof on one or more occasions, but shall be a continuing right, power, privilege and option of Lender with respect to any such matters.

Section 3.9 LEGAL CONSTRUCTION. THE ENFORCEMENT OF THIS MORTGAGE SHALL BE GOVERNED, CONSTRUED AND INTERPRETED BY THE LAWS OF THE STATE OF ILLINOIS. NOTHING IN THIS MORTGAGE, THE LOAN AGREEMENT OR IN ANY OTHER AGREEMENT AMONG BORROWER AND LENDER SHALL REQUIRE BORROWER TO PAY, OR LENDER TO ACCEPT, INTEREST IN AN AMOUNT WHICH WOULD SUBJECT LENDER TO ANY PENALTY UNDER APPLICABLE LAW. IN THE EVENT THAT THE PAYMENT OF ANY INTEREST DUE HEREUNDER OR UNDER THE LOAN AGREEMENT OR ANY SUCH OTHER AGREEMENT WOULD SUBJECT LENDER TO ANY PENALTY UNDER APPLICABLE LAW, THEN AUTOMATICALLY THE OBLIGATIONS OF BORROWER TO MAKE SUCH PAYMENT SHALL BE REDUCED TO THE HIGHEST RATE AUTHORIZED UNDER APPLICABLE LAW.

Section 3.10 Release. Upon payment of the Secured Indebtedness, Lender shall cancel this Mortgage. Borrower shall pay Lender's reasonable costs incurred in canceling this Mortgage.

Section 3.11 Attorney's Fees. Any and all references in this Mortgage to the recovery of attorney's fees by Lender or the Lender shall be deemed to refer to reasonable attorney's fees actually incurred.

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Section 3.12 No Claim Of Credit For Taxes. Borrower will not make or claim credit on or deduction from the principal or interest on the sums secured by this Mortgage by reason of any municipal or governmental taxes, assessments or charges assessed upon the Secured Property, or claim any deduction from the taxable value of the Secured Property by reason of this Mortgage.

Section 3.13 Execution by Parties Other Than Borrower. Any third party who executes this Mortgage but does not execute the Note (and/or other Secured Indebtedness) has executed this Mortgage only to convey whatever interest, if any, such third party has or may hereafter have in the Secured Property to the Lender, and has no personal liability under the Note (and/or other Secured Indebtedness) or under this Mortgage other than such third party's interest in the Secured Property (nothing herein limits or affects such third party's liability to Lender under any separate guaranty or any other mortgage or instrument), and agrees that Lender and any other Borrower hereunder may extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without such third party's consent and without releasing the Borrower hereunder or modifying or affecting this Mortgage as to such Borrower's interest in the Secured Property.

Section 3.14 Notice and Right to Cure. Notwithstanding anything to the contrary contained in any other Loan Document, in the event of the occurrence of an Event of Default which consists solely of the failure to make any payment required by the Note or any of the Loan Documents (hereinafter referred to as a "Monetary Default"), Lender will not, on account of said Monetary Default, exercise any remedies, if, within five (5) business days after Lender's delivery of notice to Borrower of said Monetary Default that such payment is past due, Borrower makes such payment, in which case the Monetary Default shall be deemed cured (the "Monetary Cure Right"). Said Monetary Cure Right shall only be afforded to Borrower two (2) times per calendar year. In the event of the occurrence of an Event of Default, other than a Monetary Default (hereinafter referred to as a "Non-Monetary Default"), Lender will not, on account of said Non-Monetary Default, exercise any remedies, if, within fifteen (15) days of Lender's delivery of notice to Borrower of said Non-Monetary Default, Borrower fully cures said Non-Monetary Default to the satisfaction of Lender (the "Non-Monetary Cure Right"). If the Non-Monetary Default is not susceptible to cure within the foregoing fifteen (15) day cure period, then, provided Borrower promptly commences and diligently pursues such cure, Borrower shall have such longer period of time as may be reasonably necessary to cure such Non-Monetary Default, but in no event more than ninety (90) days from the date of Lender's delivery of notice to Borrower of said Non-Monetary Default. Notwithstanding anything contained herein or in any of the other Loan Documents, in no event shall the foregoing provisions of this Section 3.14 relate to any provision of this Mortgage or any of the other Loan Documents which require the Note to be paid at its stated maturity date, any restrictions on the transfer of the Secured Property, or the maintenance of any insurance (and timely payment of the premiums thereon) as to which, in each instance, no such grace period or notice to Borrower shall be applicable.

Section 3.15 Insurance and Condemnation Proceeds. Notwithstanding anything contained in this Mortgage to the contrary, and so long as there is then no Event of Default existing and continuing under this Mortgage, and further subject to the other terms and conditions of this Mortgage, Lender agrees that net insurance proceeds or condemnation awards will be made available to Borrower for restoration of the Secured Property provided that:



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- (a) Within ninety (90) days of a casualty or condemnation, Borrower shall notify Lender of Borrower's intention to use the proceeds to repair or restore the Secured Property to as nearly as practicable their condition immediately prior to the casualty or condemnation; and
- (b) Lender shall have determined, in its reasonable judgment, that the repair and restoration can be completed within twelve (12) months and that sufficient funds (including the proceeds) are available or committed on terms satisfactory to Lender to complete and pay for the restoration and repair of the Secured Property in accordance with all then applicable building code requirements and such funds (including the proceeds) shall be delivered to and held by Lender during the course of such repair and restoration for administration in accordance with the provisions of this paragraph; and
- (c) Borrower shall have deposited with Lender an amount determined by Lender, in its sole but reasonable discretion, to be sufficient to cover any short-fall between the amount of insurance proceeds or condemnation awards actually received and the actual cost of the repair and restoration of the Secured Property; and
- (d) Such proceeds or awards are used solely for the restoration of the Secured Property; and
- (e) If Lender requests to escrow such proceeds or awards, such funds will be disbursed by Lender to Borrower subject to construction loan disbursement procedures set forth in the Loan Agreement, provided that if the proceeds or awards do not exceed \$50,000.00, then Lender shall not escrow such proceeds or awards, but Borrower shall be entitled to a direct disbursement thereof for restoration of the Secured Property as provided herein; and
- (f) Such casualty loss or condemnation does not result in a termination of any Leases; and
- (g) There has been no material adverse change, in Lender's reasonable judgment, in the financial condition of Borrower since the date hereof; and
- (h) Borrower shall furnish to Lender plans and specifications for the repair or restoration of the Secured Property reasonably satisfactory to Lender; and
- (i) If the cost to repair or restore the Secured Property exceeds \$100,000.00, then the general contractor selected by Borrower to perform the work of repairing or restoring the Secured Property (the "Contractor") shall be approved by Lender in its reasonable discretion and the contract between Borrower and the Contractor, the Contractor's financial statements and an estimated progress schedule shall be submitted to, and approved by Lender in its reasonable discretion.

Section 3.16 Due on Sale. Subject to the terms of this Mortgage, in the event Borrower sells all or any portion of the Secured Property (exclusive of Permitted Transfers), the entire indebtedness evidenced by the Note shall immediately become due and payable.

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Section 3.17 Maximum Amount Secured. The maximum amount of debt secured by this Mortgage shall be FORTY-ONE MILLION EIGHT HUNDRED NINETY-TWO THOUSAND NINE HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$41,892,999.00).

Section 3.18 Illinois Mortgage law. If there are any inconsistencies or conflicts between the terms and conditions of this Section 3.18 and the other terms and conditions of this Mortgage, the terms and conditions of this Section 3.18 shall control.

(a) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law 735, ILCS 5/15-1101, et seq. (as amended from time to time, the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of Borrower which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Lender, to the extent reimbursable under the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

(d) Without limitation on the foregoing, all advances, disbursements and expenditures made by Lender 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 Mortgage or by the Act, shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to (collectively, "Protective Advances"):

(i) all advances by Lender in accordance with the terms of this Mortgage to:  
(A) preserve or maintain, repair, restore or rebuild any Improvements upon the Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage;

(ii) payments by Lender of: (A) installments, when due, of principal, interest or other obligations in accordance with the terms of any senior Mortgage or other prior lien or encumbrance; (B) installments, when due, 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 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;

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

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(iv) attorneys' fees and other expenses incurred: (A) in connection with the foreclosure of this Mortgage; (B) in connection with any action, suit or proceeding brought by or against the Lender for the enforcement of this Mortgage or arising from the interest of the Lender hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

(v) Lender's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and confirmation hearing;

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

(vii) expenses incurred and expenditures made by Lender for any one or more of the following: (A) premiums for casualty and liability insurance paid by Lender 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 mortgagee takes possession of the Property; (B) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (C) payments required or deemed by Lender 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 easements, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (D) shared or common expense assessment payable to any association or corporation in which the owner of the Property is a member if any way affecting the Property; (E) costs incurred by Lender for demolition, preparation for and completion of construction; and (F) pursuant to any lease or other agreement for occupancy of the Property.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Section 5/15-1302 of the Act. 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: (1) determination of the amounts of indebtedness secured by this Mortgage at any time; (2) the indebtedness found due and owing to the Lender 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; (3) if the right of redemption is deemed not to be waived by this Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (c) of Section 5/15-1603 of the Act; (4) determination of amounts deductible from sale proceeds pursuant to Section 5/15-1512 of the Act; (5) application of income in the hands of any receiver or Lender in possession; and (6) computation of any deficiency judgment pursuant to Section 5/15-1508 and Section 5/15-1511 of the Act.

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(e) Borrower certifies and agrees that the Land does not include either agricultural real estate (as defined in 5/15-1201 of the Act) or residential real estate (as defined in 5/15-1219 of the Act). The proceeds of the indebtedness secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Borrower, and the entire principal obligation secured by this Mortgage constitutes (i) a "business loan" as that term is defined in and for all purposes of, 815 ILCS 205/4(1)(c), and (ii) a "Loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(d).

Section 3.17 Appointment of Receiver. Upon, or at any time prior or after, the filing of any complaint to foreclose the lien of this Mortgage or instituting any other foreclosure of the liens and security interests provided for in this Mortgage or any other legal proceedings under this Mortgage, Lender may, at Lender's sole option, to the extent permitted by applicable law, make application to a court of competent jurisdiction for appointment of a receiver pursuant to Section 5/15-1702 of the Act for all or any part of the Secured Property, as a matter of strict right but with notice to Borrower, and Borrower does hereby irrevocably consent to such appointment, waives any and all notices of and defenses to such appointment and agrees not to oppose any application therefor by Lender, but nothing herein is construed to deprive Lender of any other right, remedy or privilege Lender may now have under the law to have a receiver appointed; provided that the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Lender to receive payment of all of the Rents, issues, deposits and profits pursuant to other terms and provisions set forth in this Mortgage. To the extent permitted by applicable law, such appointment may be made either before or after sale, without notice; without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Loan; without regard to the value of the Secured Property at such time and whether or not the same is then occupied as a homestead; without bond being required of the applicant except to the extent required by applicable laws; and Lender or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by Section 5/15-1704 of the Act, including the power to take possession, control and care of the Secured Property and to collect all Rents, issues, deposits, profits and avails thereof during the pendency of such foreclosure suit and apply all funds received (other than tenant security deposits) toward the Loan, and in the event of a sale and a deficiency where Borrower has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Borrower or its administrators, legal representatives, successors or assigns, except for the intervention of such receiver, would be entitled to collect such Rents, issues, deposits, profits and avails, and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Secured Property during the whole of any such period. To the extent permitted by law, such receiver may extend or modify any then existing Leases and make new Leases of the Secured Property or any part thereof, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Secured Property are subject to the lien hereof, and upon the purchaser or purchasers at any such foreclosure sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser. The court from time to time, either before or after entry of judgment of foreclosure, may authorize the receiver to apply the

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net income in his or its hands in payment in whole or in part of: (a) the Secured Property, or any amounts included in any judgment of foreclosure or supplemental judgment or other item for which Lender is authorized to make a Protective Advance, and (b) the deficiency in case of a sale and deficiency.

**Section 3.18 Construction Mortgage.** The Note evidences a Secured Property created by one or more disbursements made by the Lender to the Borrower to finance the cost of the construction of certain improvements upon the Land in accordance with the provisions of the Loan Agreement, and this Mortgage is a construction mortgage as such term is defined in Section 9-234(h) of the UCC. The terms and conditions recited and set forth in the Loan Agreement are fully incorporated in this Mortgage and made a part hereof, and an Event of Default under any of the conditions or provisions of the Loan Agreement shall constitute a default hereunder. Upon the occurrence of any such Event of Default, the holder of the Note may at its option declare the Secured Property immediately due and payable, or complete the construction of said improvements and enter into the necessary contracts therefor, in which case all money expended shall be so much additional Secured Property and any money expended in excess of the amount of the original principal shall be immediately due and payable with interest until paid at the Default Rate. Upon completion of the improvements described in the Loan Agreement free and clear of mechanic's lien claims, and upon compliance with all of the terms, conditions and covenants of the Loan Agreement, the Loan Agreement and the terms of this section shall become null and void and of no further force and effect.

**Section 3.19 Fixture Filing.** To the extent any items of Personal Property are or are to become fixtures upon the Property under applicable law, and to the extent permitted under applicable law, the recording hereof in the real estate records of the county in which the Property are located shall operate from the time of recording as a fixture filing or fixture financing statement with respect to such Personal Property, and the following information is applicable for the purpose of such fixture filing, to wit:

Name and Address of the Debtor: Borrower having an address set forth on first page hereof.	Name and Address of the Secured Party: Lender having an address set forth on the first page hereof.
This Financing Statement covers the following types or items of property: The Personal Property.	
This instrument covers all of the Personal Property which is or is to become fixtures upon the Land described in Exhibit "A" attached hereto.	
The name of the record owner of the Property on which such fixtures are or are to be located is Borrower.	
The organizational identification number of Borrower is 7688152.	

This financing statement (fixture filing) is intended to be filed for record in the real estate records of the county in which the Personal Property is located.

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

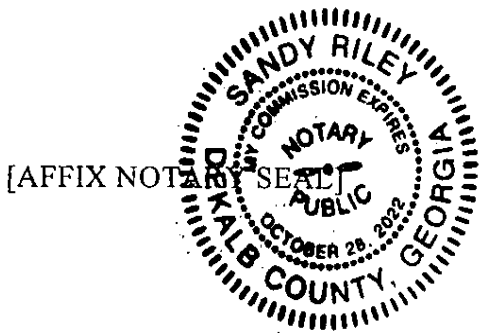
SFG ASHLAND, LLC, a Delaware limited liability company

By: [Signature] [SEAL]  
Name: David J. Burch  
Title: Vice President

STATE OF Georgia )  
COUNTY OF Fulton )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David J. Burch, the Vice President of SFG ASHLAND, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as said officer thereof, and with full authority, executed the same voluntarily on behalf of the Company, in its capacity aforesaid.

Given under my hand this 5<sup>th</sup> day of October, 2020



[Signature]  
Notary Public  
My Commission Expires: 10/29/2022

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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 33 FEET AND EXCEPT THE WEST 33 FEET THEREOF, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THE FOLLOWING TRACT:

BEGINNING AT THE NORTHEAST CORNER OF LOT "A" IN PLAT OF SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE INDIANA STATE LINE RAILWAY COMPANY, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 21, 1900 AS DOCUMENT NUMBER 2928712, IN COOK COUNTY, ILLINOIS; THENCE NORTH 88 DEGREES 35 MINUTES 26 SECONDS EAST, ALONG THE SOUTH LINE OF 35TH STREET, 23.00 FEET TO THE WEST LINE OF IRON STREET; THENCE THE NEXT THREE (3) COURSES ALONG SAID WEST LINE OF IRON STREET: (1) SOUTH 00 DEGREES 05 MINUTES 59 SECONDS EAST 632.35 FEET, (2) SOUTH 88 DEGREES 47 MINUTES 25 SECONDS WEST 3.00 FEET AND (3) SOUTH 00 DEGREES 05 MINUTES 59 SECONDS EAST 76.22 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 213.00 FEET AND A CHORD BEARING NORTH 06 DEGREES 09 MINUTES 58 SECONDS WEST 149.56 FEET, FOR AN ARC DISTANCE OF 152.82 FEET; THENCE NORTH 01 DEGREES 25 MINUTES 32 SECONDS WEST 11.38 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 88 DEGREES 34 MINUTES 28 SECONDS WEST, ALONG SAID SOUTH LINE, 732.99 FEET TO THE EAST LINE OF THE WEST 772.99 FEET OF SAID SECTION 32; THENCE NORTH 01 DEGREES 25 MINUTES 46 SECONDS WEST, ALONG SAID EAST LINE, 633.42 FEET TO THE SOUTH LINE OF WEST 35TH STREET; THENCE NORTH 88 DEGREES 35 MINUTES 26 SECONDS EAST, ALONG SAID SOUTH LINE, 864.86 FEET TO THE NORTHEAST CORNER OF SAID LOT A AND TO THE POINT OF BEGINNING.

#### PARCEL 2:

INTENTIONALLY DELETED

#### PARCEL 3:

THE EAST 500 FEET OF THE WEST 533 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE SOUTH 168 FEET THEREOF AND ALSO EXCEPTING THE FOLLOWING:

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THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF ASHLAND AVENUE, SAID LINE BEING 33.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32 WITH THE NORTH LINE OF THE SOUTH 168.00 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE NORTH 01 DEGREES 25 MINUTES 11 SECONDS WEST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES – EAST ZONE – NAD83) ALONG SAID EASTERN RIGHT-OF-WAY LINE 285.30 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 12 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 305.36 FEET; THENCE SOUTH 01 DEGREES 25 MINUTES 11 SECONDS EAST PARALLEL WITH THE AFORESAID EASTERN RIGHT-OF-WAY LINE OF ASHLAND AVENUE 285.30 FEET TO THE NORTH LINE OF THE SOUTH 168.00 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTH 88 DEGREES 36 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 168.00 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 305.36 FEET TO THE POINT OF BEGINNING, CONTAINING 2.000 ACRES, MORE OR LESS.

PARCEL 4:

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2, 353.00 FEET EAST OF THE WEST LINE OF SECTION 32, AFORESAID; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SECTION 32, AFORESAID, FOR A DISTANCE OF 33.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SOUTH 1/2, 180.0 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SECTION 32, AFORESAID FOR A DISTANCE OF 165.56 FEET TO ITS INTERSECTION WITH A CURVE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 300.05 FEET; THENCE NORTHEASTERLY ON SAID CURVE FOR AN ARC DISTANCE OF 34.16 FEET, SAID CURVE BEING 10.0 FEET FROM AND CONCENTRIC TO THE CENTERLINE OF AN EXISTING TRACK; THENCE NORTH 30 DEGREES 15 MINUTES 40 SECONDS EAST PARALLEL TO SAID TRACK, FOR A DISTANCE OF 43.67 FEET TO ITS INTERSECTION WITH A CURVE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 231.59 FEET; THENCE NORTHEASTERLY ON SAID CURVE, BEING 10.00 FEET FROM AND CONCENTRIC TO AN EXISTING TRACK, FOR AN ARC DISTANCE OF 147.25 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 33.0 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, AFORESAID AT A POINT 679.15 FEET EAST OF THE WEST LINE OF SECTION 32, AFORESAID; THENCE NORTH 33.00 FEET; THENCE WEST 326.15 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART FALLING IN THE WEST 533 FEET OF



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SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32) IN COOK COUNTY, ILLINOIS

PARCEL 5:

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A LINE PARALLEL TO AND 846 FEET EAST OF THE WEST LINE WITH A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE WEST ON THE LAST DESCRIBED LINE 105 FEET; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE NORTHWEST WITH A RADIUS OF 200 FEET, A DISTANCE OF 164.67 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 606 FEET EAST OF THE WEST LINE OF SECTION 32; THENCE SOUTH ON THE LAST DESCRIBED LINE 138.25 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 408 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE EAST ON THE LAST DESCRIBED LINE 61 FEET; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE NORTHWEST WITH A RADIUS OF 330 FEET A DISTANCE OF 294.5 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 846.0 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE NORTH ON THE LAST DESCRIBED LINE 2.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6:

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 37TH STREET (A 56 FOOT PRIVATE STREET), SAID NORTH LINE BEING 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, WITH A LINE DRAWN PARALLEL WITH AND 576 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE EASTERLY ON SAID NORTH LINE OF WEST 37TH STREET A DISTANCE OF 30 FEET TO A POINT 606 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE NORTHERLY ON A STRAIGHT LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 513.25 FEET TO A POINT, SAID POINT BEING 546.25 FEET NORTH OF THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND 606 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHWEST HAVING A RADIUS OF 200 FEET, TO A POINT 476.25 FEET NORTH OF THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND 576 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE SOUTHERLY ON A STRAIGHT LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 443.25 FEET TO THE POINT OF

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BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ASHLAND AVENUE AND THE NORTH LINE OF 37TH STREET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 500.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 427.79 FEET; THENCE NORTHEASTERLY ALONG AN ARC BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 257.33 FEET AND A CHORD BEARING OF NORTH 35 DEGREES 28 MINUTES 22 SECONDS EAST, AN ARC DISTANCE OF 216.56 FEET TO THE SOUTH LINE OF THE NORTH 33 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE 86 FEET; THENCE SOUTHWESTERLY ALONG AN ARC BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 200.00 FEET, AND A CHORD BEARING OF SOUTH 46 DEGREES 27 MINUTES 40 SECONDS WEST, AN ARC DISTANCE OF 242.13 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 442.21 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 43.00 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART WHICH FALLS IN PARCEL 4) IN COOK COUNTY, ILLINOIS.

PARCEL 8:

INTENTIONALLY DELETED

PARCEL 9:

INTENTIONALLY DELETED

PARCEL 10:

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 33 FEET SOUTH OF NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND 846 FEET EAST OF THE WEST LINE, OF SECTION 32 AFORESAID; THENCE SOUTH 2.83 FEET; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 330 FEET A DISTANCE OF 294.5 FEET TO ITS INTERSECTION WITH A LINE 667 FEET EAST OF SAID WEST LINE AND WITH A LINE 408 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32;

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THENCE EAST, ALONG SAID LINE 408 FEET NORTH OF SAID SOUTH LINE, 59 FEET TO A LINE 726 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE NORTH, ALONG SAID LINE 726 FEET EAST OF THE WEST LINE, 28.5 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 189.68 FEET TO ITS INTERSECTION WITH A LINE 886 FEET EAST OF THE WEST LINE OF SAID SECTION 32 AND A LINE 40 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE NORTHEASTERLY, ON A STRAIGHT LINE, 42.58 FEET TO A LINE 33 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE WEST ALONG SAID LINE 33 FEET SOUTH OF SAID NORTH LINE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 11:

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF ASHLAND AVENUE, SAID LINE BEING 33.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32 WITH THE NORTH LINE OF THE SOUTH 168.00 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 01 DEGREES 25 MINUTES 11 SECONDS WEST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES – EAST ZONE – NAD83) ALONG SAID EASTERN RIGHT-OF-WAY LINE 285.30 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 12 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 305.36 FEET; THENCE SOUTH 01 DEGREES 25 MINUTES 11 SECONDS EAST PARALLEL WITH THE AFORESAID EASTERN RIGHT-OF-WAY LINE OF ASHLAND AVENUE 285.30 FEET TO THE NORTH LINE OF THE SOUTH 168.00 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 88 DEGREES 36 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 168.00 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 305.36 FEET TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, MORE OR LESS.

### AND BEING THE SAME PROPERTY DESCRIBED AS:

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF S. ASHLAND AVENUE, SAID LINE BEING 33.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, WITH THE SOUTHERN RIGHT

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OF WAY LINE OF W. 35<sup>TH</sup> STREET, SAID LINE BEING 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 01 DEGREES 25 MINUTES 11 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES – EAST ZONE – NAD83) ALONG SAID EASTERN RIGHT-OF-WAY LINE OF S. ASHLAND AVENUE 1,130.14 FEET TO THE NORTH LINE OF THE SOUTH 168.00 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 88 DEGREES 36 MINUTES 12 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 168.00 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 500.00 FEET TO THE EAST LINE OF THE WEST 533 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 01 DEGREES 25 MINUTES 11 SECONDS EAST PARALLEL WITH THE AFORESAID EASTERN RIGHT-OF-WAY LINE OF S. ASHLAND AVENUE 135.00 FEET TO THE NORTHERN RIGHT OF WAY LINE OF W. 37<sup>TH</sup> STREET, SAID LINE LYING 33.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 88 DEGREES 36 MINUTES 12 SECONDS EAST ALONG SAID NORTHERN RIGHT OF WAY LINE OF W. 37<sup>TH</sup> STREET 73.00 FEET TO THE EAST LINE OF THE WEST 606 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 01 DEGREES 25 MINUTES 11 SECONDS WEST PARALLEL WITH THE AFORESAID EASTERN RIGHT-OF-WAY LINE OF S. ASHLAND AVENUE 375.00 FEET TO THE NORTH LINE OF THE SOUTH 408.00 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 88 DEGREES 36 MINUTES 12 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 120.00 FEET TO A POINT LYING 726.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32 AND LYING 408.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 01 DEGREES 25 MINUTES 11 SECONDS WEST PARALLEL WITH THE AFORESAID EASTERN RIGHT-OF-WAY LINE OF S. ASHLAND AVENUE 28.50 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 189.68 FEET; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 269.62 FEET TO A POINT OF INTERSECTION WITH A LINE 886.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 32 AND A LINE 40.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, SAID ARC SUBTENDED BY A CHORD BEARING OF NORTH 38 DEGREES 51 MINUTES 31 SECONDS EAST 247.49 FEET; THENCE NORTH 79 DEGREES 09 MINUTES 16 SECONDS EAST 42.58 FEET TO A LINE LYING 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST PARALLEL WITH AND 33.00 FEET SOUTHERLY OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 248.86 FEET TO THE EAST LINE OF THE WEST 679.15 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 01 DEGREES 25 MINUTES 11 SECONDS WEST PARALLEL WITH THE AFORESAID EASTERN RIGHT-OF-WAY LINE OF S. ASHLAND

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AVENUE 33.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 93.84 FEET TO THE EAST LINE OF THE WEST 772.99 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 01 DEGREES 25 MINUTES 11 SECONDS WEST PARALLEL WITH THE AFORESAID EASTERN RIGHT-OF-WAY LINE OF S. ASHLAND AVENUE 632.40 FEET TO THE AFORESAID SOUTHERN RIGHT OF WAY LINE OF W. 35<sup>TH</sup> STREET, SAID LINE BEING 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 85 DEGREES 37 MINUTES 48 SECONDS WEST ALONG SAID SOUTHERN RIGHT OF WAY LINE OF W. 35<sup>TH</sup> STREET 739.99 FEET TO THE **POINT OF BEGINNING**, CONTAINING 800,902 SQUARE FEET OR 18.386 ACRES, MORE OR LESS.

## COMMON ADDRESS(ES):

3501 S. ASHLAND AVENUE, CHICAGO, IL 60609  
 3561 S. ASHLAND AVENUE, CHICAGO, IL 60609  
 3601 S. ASHLAND AVENUE, CHICAGO, IL 60609  
 3617 S. ASHLAND AVENUE, CHICAGO, IL 60609  
 3600 S. LAFLIN ST., CHICAGO, IL 60609  
 3616 S. LAFLIN ST., CHICAGO, IL 60609  
 3638 S. LAFLIN ST., CHICAGO, IL 60609  
 3634 S. LAFLIN ST., CHICAGO, IL 60609  
 3605 S. LAFLIN ST., CHICAGO, IL 60609  
 3603 S. LAFLIN ST., CHICAGO, IL 60609  
 1510 W. 36<sup>TH</sup> ST., CHICAGO, IL 60609  
 1501 W. 35<sup>TH</sup> ST., CHICAGO, IL 60609  
 3644 S. IRON ST., CHICAGO, IL 60609  
 1501 W. 36<sup>TH</sup> ST., CHICAGO, IL 60609  
 1356 W. 37<sup>TH</sup> ST., CHICAGO, IL 60609  
 1401 W. 35<sup>TH</sup> ST., CHICAGO, IL 60609  
 1600 W. 36<sup>TH</sup> ST., CHICAGO, IL 60609  
 1417 W. 35<sup>TH</sup> ST., CHICAGO, IL 60609  
 3617 S. ASHLAND AVENUE, CHICAGO, IL 60609  
 3637 S. ASHLAND AVENUE, CHICAGO, IL 60609  
 3619 S. ASHLAND AVENUE, CHICAGO, IL 60609  
 3639 S. ASHLAND AVENUE, CHICAGO, IL 60609  
 3616 S. LAFLIN ST., CHICAGO, IL 60609  
 3638 S. LAFLIN ST., CHICAGO, IL 60609  
 3644 S. IRON ST., CHICAGO, IL 60609  
 35<sup>TH</sup> AND S. ASHLAND AVENUE, CHICAGO, IL 60609

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3535 S. ASHLAND AVENUE, CHICAGO, IL 60609

PIN(S):

- 17-32-300-001
- 17-32-300-002
- 17-32-300-006
- 17-32-300-007
- 17-32-300-013
- 17-32-300-014
- 17-32-300-015
- 17-32-300-017
- 17-32-300-021
- 17-32-300-022
- 17-32-300-145
- 17-32-300-148
- 17-32-300-151
- 17-32-300-165
- 17-32-300-167
- 17-32-300-171
- 17-32-300-176
- 17-32-300-178
- 17-32-300-198
- 17-32-300-008
- 17-32-300-009
- 17-32-300-010
- 17-32-300-011

Property of Cook County Clerk's Office

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## EXHIBIT "B" PERMITTED ENCUMBRANCES

1. Taxes for the year 2020, which are not yet due and payable.
2. Covenants contained in deed dated May 15, 1911 and recorded May 19, 1911 as document 4761983 from John A. Spoor and Arthur G. Leonard, as Trustees, to Chicago House Wrecking Company, a corporation of Illinois, that the South 33 Feet of Parcel 1 therein shall remain open as part of a private street known as West 36th Street for the benefit of adjoining owners as therein described and for the construction, maintenance and operation of such railroad tracks in such street as first parties or their successors may deem proper; provided that Second Party may have the right to connect its switch tracks with any railroad track or tracks laid in such private street. (Affects South 33 feet of Parcel 1 except the West 353 feet thereof)
3. Easement for public utilities as shown in Agreement recorded November 9, 1928 as document 10203640 between John A. Spoor and Arthur G. Leonard, as Trustees of Central Manufacturing District and Wm. Wrigley Jr., Company, and the terms and provisions relating thereto. (Affects part of Parcel 1 in South 33 feet of the West 353 feet (except the West 33 feet thereof) of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 32)
4. Easement for public utilities contained in Grant dated November 2, 1965 and recorded January 31, 1966 as document 19725516 from Wm. Wrigley Jr., Company to the Peoples Gas Light and Coke Company, a corporation of Illinois, and the terms and provisions relating thereto. (Affects South 33 feet of the West 298 feet of Parcel 1)
5. Matters of survey as shown on the survey prepared by Jacob & Hefner Associates, dated December 21, 2018 and last revised November 20, 2019, Survey No. F590a as follows:
  - (a) Encroachment of a one story brick building located on part of Parcel 1, over the north line of the land onto the public way, by 0.5 feet.  
  
(Affects part of Parcel 1 in the East 394 feet of the West 747 feet of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 32)
  - (b) Easements for public utilities over and across parts of the Land as disclosed by Electric Service Poles and aerial wires.  
  
(Affects Parcel 3)
6. Easement in, upon, under, over and along the Land for the purpose of installing and maintaining all equipment necessary to serve the Subdivision and other Land with telephone and electrical service, together with right to overhang aerial service wires and the right of access to such wires created in the Grant to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their respective successors and assigns recorded April 20, 1965 as document 19439823, and the terms and provisions relating thereto. (Affects Parcel 1)

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7. Easement in favor of Illinois Bell Telephone Company also known as Ameritech Illinois and in favor of the Commonwealth Edison Company, and their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Grant made by Wm. Wrigley Jr Company recorded February 19, 1997 as Document No. 97111531. (Affects part of Parcel 1 - the North 15 feet of the East 30 feet of the East 394 feet of the West 747 feet, except the North 33 feet thereof, of the North 1/2 of the North 1/2 of the West 1/2 of the Southwest 1/4 of Section 32)
8. Terms, conditions and limitations contained the No Further Remediation letters recorded by the State of Illinois Environmental Protection Agency, recorded January 5, 1999 as document number 99005801. (Affects West 320 feet of Parcel 1)
9. Covenant in deed from the Central Manufacturing District Trustees to the Chicago Junction Railway Company, a corporation of Illinois dated August 6, 1958 and recorded August 8, 1958 as document 17284534, re-recorded August 25, 1958 as document 17299372 reserving right to construct and use holes, wires, conduits, tunnels, bridges and private roadways on, over and under the Land. (Affects the Southeast corner of Parcel 3)
10. Covenant and restrictions contained in the deed from Central Manufacturing Trustees to Somerville Iron Works, a corporation of New Jersey dated November 1, 1934 and recorded March 4, 1935 as document 11577427 relating to the use and purposes of the Land.  
Note: Said instrument contains no provision for a forfeiture of or reversion of title in case of breach of condition. (Affects Southeast part of Parcel 3)
11. Easement reserved for grantor and for Chicago River and Indiana Railroad Company and its corporate successors reserved in the deed from Manufacturers District Trustees dated November 1, 1934 and recorded March 4, 1935 as document 11577427 and as described in deed from said Trustees to Selden L. Martin as Trustee in Bankruptcy for Richardson and Boynton Co. Dated April 29, 1930 and recorded June 16, 1939 as document 12327635, and covenants contained therein. (Affects 15 feet strip and a 17 feet strip of Land through Parcel 3)
12. Covenants and agreements contained in the deed from Manufacturers District Trustees to the Zerega company dated June 28, 1912 and recorded July 11, 1912 as document 5003929 relating to use of the Land. (Affects West 150 feet of the East 281 feet of the West 314 feet of the North 78.5 feet of the South 329.4 feet of the Northwest 1/4 of the SW4 of Section 32)
13. Terms and conditions of the Settlement Agreement and related Injunction entered October 5, 1998 in the Building Court Case Proceedings had in Circuit Court of Cook County, Case No. 98M1402512, City of Chicago V. Wm Wrigley Jr. Co. (Affects that part of parcel 3 occupied by the structure known as 3629-35 South Ashland Avenue)



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14. Terms and conditions of the Settlement Agreement and related Injunction entered October 5, 1998 in the Building Court Case Proceedings had in Circuit Court of Cook County, Case No. 98M1402549, City of Chicago V. Wm Wrigley Jr. Co. (Affects East 329 feet of the West 353 feet of Parcel 1 occupied by the structure known as 3515 S. Ashland Avenue)
15. Agreement contained in deed dated May 11, 1925 and recorded June 8, 1925 as document 8937434 from Central Manufacturing District Trustees to Christoph Sievers and Caroline Sievers regarding share in the cost of improving and maintaining the private street upon which the premises abuts known as Laflin Place and the parkways, walks, sewers and water lines along or in said Street. (Affects Parcel 5)  
Note: Laflin Place as referenced in the document is the same as S. Laflin Place as shown on the survey.
16. Rights of the public, the municipality and the adjoining owners in and to the Land open and used as a private street known as Laflin Place as reserved in deed from Central Manufacturing District Trustees to Wm. Wrigley Jr. Co. Dated September 20, 1967 and recorded September 29, 1967 as document 20276365 and as previously granted by said Trustees to Jack Heiman and Fritz Meinhardt, dated April 1, 1965 and recorded September 16, 1965 as document 19589233. Rights of the public and quasi-public Utilities, if any, in said Laflin Place for maintenance therein of Poles, conduits, sewers and other facilities. (Affects Parcel 6)  
Note: Laflin Place as referenced in the document is the same as S. Laflin Place as shown on the survey.
17. Easement in favor of Peoples Gas Light and Coke Company, and its respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property with a gas main and service pipes, together with the right of access to said equipment, and the provisions relating thereto contained in the grant made by Wm. Wrigley Jr. Company recorded November 4, 1987 as document 87596352. (Affects a strip of Land 10 feet wide in the West 10 feet of the South 210 feet of Parcel 6 and the East 20 feet of the North 10 feet of the South 210 feet of Parcel 6)
18. Bill of Sale and Grant of Easement dated May 30, 1980 and recorded June 23, 1980 as document 25495010, the Central Manufacturing District Trustee conveyed to the 27th Street Water Pipeline Association, an Illinois not for profit Cp, a non exclusive easement to use those portions of the private streets shown on exhibit attached thereto located within the Central Manufacturing District for the purpose of enabling the association, its successors and assigns, to operate, maintain, repair, renew, and use the portions of the water system located in, upon or beneath the surfaces of said streets. (Affects Parcel 6)
19. Rights of Amazon.com Services LLC, as tenant, under that certain Lease Agreement dated effective as of September 29, 2020 by and between SFG Ashland, LLC, as landlord and Amazon.com Services LLC, as tenant, as affected by that certain Subordination, Non-Disturbance and Attornment Agreement, dated as of October 9, 2020, by and between SFG Ashland, LLC, as landlord and Amazon.com Services LLC, as tenant, and Cadence Bank, N.A. and Atlantic Capital Bank, N.A., collectively, as Lender.

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## EXHIBIT "C"

### Schedule 1

#### (Description of "Debtor" and "Secured Party")

A. Debtor:

- (1) Name and Identity or Corporate Structure: SFG Ashland, LLC, a Delaware limited liability company.
- (2) The residence or principal place of business of Debtor in the State of Illinois is located in Cook County, Illinois.
- (3) If Debtor has more than one place of business in the State of Illinois, Debtor's chief executive office in the State of Illinois is located in Cook County, Illinois.
- (4) Debtor has been using or operating under said name and identity or corporate structure without change since: November 26, 2019.

B. Secured Party:

Cadence Bank, N.A. and Atlantic Capital Bank, N.A.

### Schedule 2

#### (Notice of Mailing Addresses of "Debtor" and "Secured Party")

A. The mailing address of Debtor is:

SFG Ashland, LLC  
3414 Peachtree Road NE, Suite 250  
Atlanta, Georgia 30326  
Attn: Zack Markwell

B. The mailing address of Secured Party is:

Cadence Bank, N.A.  
3399 Peachtree Road NE, Suite 2000  
Atlanta, Georgia 30326  
Attn: Blake Snyder

Atlantic Capital Bank, N.A.  
945 East Paces Ferry Road NE  
Resurgens Plaza, Suite 1600  
Atlanta, Georgia 30326  
Attn: Robert A. Cancelliere