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Illinois Anti-Predatory Lending Database Program

Doc#: 2111139174 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 04/21/2021 10:16 AM Pg: 1 of 34

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

21 Bar 52692

The property identified as: **PIN:** 22-29-402-019-1002

Address:

Street: 15419 EAST 127TH STREET

Street line 2:

City: LEMONT

State: IL

ZIP Code: 60439

Lender: THE FIRST NATIONAL BANK OF OTTAWA

Borrower: 127TH STREET REAL ESTATE LLC

Loan / Mortgage Amount: \$235,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is not owner-occupied.

Certificate number: 541A4EE1-B89F-48A6-93BA-19F67B570260

Execution date: 4/9/2021

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**THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:**

Kelly Olsen Michod DeHaan &
Richter,
L.L.C.
225 W. Washington St., Suite 1300
Chicago, IL 60606
Attn: Mark Kosminskas

PERMANENT TAX INDEX NUMBER(S):

22-29-402-019-1002

PROPERTY ADDRESS:

15419 East 127th Street
Lemont, IL 60439

This space for Recorder's use only.

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT
AND FINANCING STATEMENT**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS SECURITY AGREEMENT AND FINANCING STATEMENT (hereinafter "Mortgage") is dated and effective as of April 9, 2021, and is made, executed and delivered by 127th Street Real Estate, LLC, an Illinois limited liability company, having an address of 15419 East 127th Street, Lemont, Illinois 60439 ("Mortgagor" or "Grantor") to and for the benefit of The First National Bank of Ottawa ("Mortgagee" or "Lender"), having an address of 4733 Main Street, Lisle, Illinois 60532.

Mortgagor has executed a Real Estate Term Note dated as of April 9, 2021 payable to the order of the Lender in the principal amount of Two Hundred Thirty Five Thousand and 00/100 Dollars (\$235,000.00), plus interest at the per annum rate(s) set forth therein (such Real Estate Term Note, together with any and all restatements, amendments, change in terms agreements, replacements, modifications, supplements, extensions and renewals thereof or thereto, and any promissory note or agreement which may be taken in whole or partial renewal, substitution or extension thereof, shall be referred to herein as the "Note"). The principal balance on the Note

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together with any accrued interest and other amounts due thereunder, shall be due and payable in accordance with the terms of the Note.

MAXIMUM LIEN. The lien of this Mortgage secures payment and performance of the Note and of the other Liabilities (defined below). The total amount of indebtedness secured by this Mortgage at any one time shall not exceed a maximum principal amount of Four Hundred Seventy Thousand and 00/100 Dollars (\$470,000.00), plus interest thereon, plus any disbursements or advances made by the Mortgagee for the payments of taxes, special assessments, or insurance, or the performance of any covenants contained herein or in the Loan Documents, and including for protecting and preserving the Collateral (defined below).

1. GRANT OF MORTGAGE

1.1. Premises, Improvements and Goods. To secure payment of the indebtedness evidenced by the Note, including any future advances thereunder and including any renewals or extensions thereof, and to secure payment of the Liabilities (defined below) and the performance of the covenants and agreements of Mortgagor hereunder, and for good and valuable consideration, Mortgagor MORTGAGES, WARRANTS and CONVEYS to Mortgagee, all of Mortgagor's right, title, estate and interest in and to the real estate described on attached Exhibit A hereto and made part hereof, which is referred to herein as the "Premises" or "Property", together with all of Mortgagor's right, title, and interest in and to (i) all existing or subsequently erected or affixed improvements, buildings, structures, appurtenances, fixtures, water and sewer taps, water, water lines, water rights, water courses, ditch rights, utility rights and access, sewers, sewer lines, sprinkler or irrigation pipes or equipment or systems, parking lots and spaces, gas, oil, minerals, all easements and rights of way located in, on, over or under the Premises, all sanitary and storm sewers and roads, and all apparatus, machinery and equipment, including without limitation, all of the foregoing used in any construction on the Premises or to supply heat, gas, air conditioning, water, light, power, or to remove water, doors, floor coverings, awnings, refrigeration or ventilation units or systems (whether single units or centrally controlled), screens, window shades, storm doors and windows, air conditioners, chillers, fans, furnaces, boilers, stoves, refrigerators, dishwashers, water heaters, and personal property, whether now or hereafter on, at, installed, affixed to or in the Premises and whether or not physically attached to the Premises or now or hereafter erected thereon or affixed thereto (collectively, the "Improvements"); and (ii) all building and construction materials, appliances, blinds, window shades, carpeting, floor coverings, elevators, office equipment, growing plants, fire sprinklers and alarms, control devices, equipment, and all window or building cleaning, recreational, monitoring, garbage, air conditioning, pest control and other equipment, tools, furnishings, furniture, light fixtures and non-structural additions to the Premises and all other tangible property of any kind or character now or hereafter owned by the Mortgagor and used or useful in connection with the Premises or Improvements or any business or other activity thereon, and all renewals and replacements therefor, and all proceeds and products thereof, including without limitation all rights in and under any escrow accounts established pursuant to Section 3.3 of this Mortgage or otherwise (collectively, the "Goods"). The foregoing items including the Premises, Improvements and Goods, shall be deemed a part of the "Premises" as that term is used herein and shall be a portion of the collateral or security for the

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Note and Liabilities. Notwithstanding the agreement that the Goods shall be deemed a part of the Premises, to the extent that the Goods, Improvements, Accounts and Intangibles or any other items referenced in this Mortgage may constitute goods as defined under the Illinois Uniform Commercial Code or not be deemed a part of the described real estate or fixtures, this Mortgage shall constitute a security agreement creating a security interest in such items, as collateral, with Mortgagee as secured party and Mortgagor as Debtor, all in accordance with the Illinois Uniform Commercial Code and applicable law and as more specifically provided for in Section 5 of this Mortgage.

1.2 Accounts and Intangibles. Further, Mortgagor does hereby grant a security interest in, pledge, assign, transfer, deliver and grant to Mortgagee all of Mortgagor's right, title and interest, if any, in and to all accounts and general intangibles relating to the development or use of the Premises, including but not limited to all certificates of occupancy, permits, special permits, uses, franchises, certificates, licenses, approvals, consents, governmental permits relating to construction on the Premises, all names under or by which the Premises are at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Premises whether now existing or hereafter acquired or arising and in all accessions thereto and products and proceeds thereof (collectively, the "Accounts and Intangibles").

1.3 Insurance and Condemnation Awards. Further, Mortgagor does hereby grant a security interest in, pledge, assign, deliver and grant to Mortgagee all of Mortgagor's right, title and interest in and to all proceeds of the taking or conversion, voluntarily or involuntarily, of the Premises or any part thereof into cash or liquidated claims, including without limitation, proceeds of insurance, and eminent domain and condemnation awards (collectively, the "Insurance and Condemnation Awards").

1.4. Leases and Rents. Further, Mortgagor does hereby grant a continuing security interest in, and pledges, assigns, transfers, delivers and grants to Mortgagee a) all now existing or hereafter arising leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person or entity agrees to pay money or other consideration for the use, possession or occupancy of or any estate in the Premises, or any parts thereof (collectively, the "Leases"), and b) all now existing or hereafter arising and future rents, issues, profits, royalties, avails, revenue, income, accounts receivable, deposits, advance rentals and proceeds and other benefits derived or owned by Mortgagor directly or indirectly from the Leases or the Premises, including the Improvements (collectively, the "Rents"). Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact (this power of attorney and any other powers of attorney granted herein are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Mortgagee) with or without taking possession of the Premises, to lease any portion of the Premises to any party on such terms as Mortgagee shall determine, and to collect all rents due with the same rights and powers and subject to the same immunities as Mortgagee would have upon taking possession pursuant to the terms of Section 6.7 of this Mortgage. Mortgagor represents that no Rents have been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance, and that

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payment of none of the Rents for any portion of the Premises has been or will be waived, reduced or otherwise discharged or compromised by Mortgagor. Mortgagor waives any right of set off against any lessee or person in possession of any portion of the Premises. Mortgagor agrees that Mortgagor will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises, unless Mortgagee first consents in writing. Mortgagor shall not, without the prior written consent of Mortgagee: (a) make, enter into, renew or extend any Leases or any tenancies for any portion or all of the Premises; (b) cancel, terminate, modify, amend or otherwise alter the terms and provisions of any of the leases or any guaranties thereof in any manner that would reasonably be expected to result in a material decrease in the benefit from any such Lease or guaranty; (c) consent to or otherwise permit the assignment by any tenant of its interest under any of the leases or the subletting by any tenant or occupant of all or any part of the Premises now or hereafter demised; or (d) institute any proceedings for the dispossession or eviction of any tenant under any of the leases or any of the tenancies. If, without the prior written consent or approval of Mortgagee, any of the foregoing acts or actions shall be committed or permitted by Mortgagor, then any such acts or actions shall not be binding upon Mortgagee; and unless subsequently confirmed or ratified expressly in writing by Mortgagee, shall be deemed null and void, and shall at the option of Mortgagee, constitute an Event of Default (defined below) under this Mortgage. Nothing contained in this Mortgage shall be construed as constituting Mortgagee a mortgagee-in-possession in the absence of the actual taking by Mortgagee of the actual possession of the Premises pursuant to Section 6.7 of this Mortgage. Mortgagor hereby expressly waives all liability of Mortgagee in the exercise of the powers granted to Mortgagee pursuant to this Mortgage. Mortgagor shall assign to Mortgagee all future Leases on any part of the Premises and shall execute and deliver to Mortgagee upon request, all such further assurances, documents and assignments as Mortgagee may require. Although the assignment contained in this section is a present assignment, Mortgagee shall not exercise any of the rights or powers conferred upon Mortgagee pursuant to this section until an Event of Default exists pursuant to the terms of this Mortgage, the Note, or any other Loan Documents.

1.5. Plans and Contracts. Further, Mortgagor does hereby grant a security interest in, pledge, assign, transfer, deliver and grant to Mortgagee all now existing or hereafter arising rights of Mortgagor to: plans and specifications, designs, drawings and other matters prepared for any construction or improvements in or on the Premises (collectively, the "Plans"); and all right, title and interest of Mortgagor under any contracts executed by Mortgagor or by any beneficiary of Mortgagor, as owner or beneficial owner, with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed at, on or in connection with the Premises or its operation or the conduct of business thereon, including without limitation all management and other service contracts; the right to appropriate and use any and all trade names used or to be used in connection with such business; all right, title and interest of the Mortgagor in and to any and all contracts now or hereafter relating to the Premises and executed by any architects, engineers, construction manager's, owner's representatives, materialmen, suppliers or contractors, (and all amendments, supplements, and revisions thereof), and all Mortgagor's rights and remedies thereunder and benefit of all covenants and warranties thereon, and also together with all right, title and interest of the Mortgagor in and to any and all drawings, designs, estimates, layouts, surveys, plats, plans, and specifications prepared by an

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architect, engineer, or contractor, (and any amendments, supplements and revisions thereof), and the right to use and enjoy the same, as well as all other rights, licenses, permits, agreements, and test results relating to construction on or to the Premises, including the Improvements (collectively, the "Contracts").

1.6. Waiver of Homestead Exemption. Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

2. [INTENTIONALLY OMITTED]

3. MORTGAGOR COVENANTS AND REPRESENTATIONS

Mortgagor represents, warrants, covenants and agrees as follows:

3.1. Repair, Payment, Compliance and Performance. Mortgagor shall (a) promptly repair, restore or rebuild any grounds, land, soil, structures, buildings or Improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien and any other claims or demands against Mortgagor's title to the Premises, other than any "Permitted Exceptions" (as hereinafter defined); (c) promptly pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete in a good and workmanlike manner using new materials of first class quality and within a reasonable time, any construction, building, or improvements now or at any time in process of construction upon the Premises; (e) comply and cause all lessees, tenants and occupants of or at the Premises to comply with all requirements of all federal, state and local laws, regulations and ordinances with respect to the construction, maintenance or use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance or prevailing market conditions; (g) refrain from impairing or diminishing the value of the Premises; (h) not seek, make or consent to, without Mortgagee's prior written consent, any change in the zoning or conditions of use of the Premises or in any plans for any improvements or buildings to be constructed on the Premises thereon; (i) use the proceeds of the Note solely for the purpose set forth therein and as represented by Borrower to Mortgagee; (j) perform and comply with all of the terms, provisions and conditions of the Note, of this Mortgage, and of the other Loan Documents; (k) comply in all material respects with all approved and proper Plans in any construction of any Improvements on the Premises; (l) comply with all requirements of law, municipal ordinances or restrictions, and covenants of record with respect to the Premises and the use thereof or construction thereon; (m) not make nor permit any material alterations in the Premises except as required by applicable law or ordinance, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld; (n) not suffer nor permit any material change in the general nature, use or occupancy of the Premises; (o) not initiate nor acquiesce in any zoning reclassification with respect to the Premises, without Mortgagor's prior written consent; (p) not suffer nor permit any unlawful use of, or nuisance to exist upon, the Premises; (q) not cause, conduct, permit, commit, or suffer any stripping of or waste on or to the

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Premises or any portion thereof; (r) not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel, sand, or rock products without Mortgagee's prior written consent; (s) not demolish or remove any improvements from the Premises without Mortgagee's prior written consent; and (t) not to abandon or leave unattended the Premises. If an Event of Default has occurred and is continuing, then at the option of Mortgagee, the Mortgagee shall either allow the Mortgagor to use the proceeds of any insurance to comply with the provisions of this section, or Mortgagee shall be entitled to obtain and apply the insurance proceeds to reduce the Liabilities in such allocation or application as Mortgagee determines. Mortgagor may, as it determines, establish a construction escrow with a title insurance company or financial institution, (which may be Mortgagee), approved by the Mortgagee (the "Title Company") for the construction of and/or the repair of the Improvements and building(s) on, or if, the Premises. Mortgagor shall comply with the Title Company's procedures so as to cause the Title Company to waive or insure over any and all mechanic's lien exceptions on the Mortgagee's mortgage insurance policy.

3.2. Payment of Taxes. Mortgagor shall pay or cause to be paid when due and before any penalty or interest attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against or on account of the Premises (collectively, "Taxes"). Mortgagor shall, upon written request, furnish to Mortgagee copies of bills and duplicate paid receipts for such Taxes. In the event Mortgagor fails to timely, fully or properly pay any Taxes, Mortgagee may (but is not obligated to) pay in part or full, under protest or otherwise, and in any manner provided by law, any Taxes, prior to or after such tax, assessment or charge becoming due, delinquent or sold.

3.3. Establishment of Tax Escrow. Mortgagee reserves the right at any time to require Mortgagor to establish and maintain with Mortgagee a non-interest bearing escrow account in an amount sufficient to pay real estate taxes on the Premises or any other Taxes when due. In the event Mortgagee requires such an escrow account, Mortgagor agrees to deposit at the place as Mortgagee may direct or appoint (and in the absence of direction or appointment, then at the office of Mortgagee) and at such times or periodically as Mortgagee directs or requires, a sum or sums equal to the last total annual taxes and assessments for the last ascertainable year (general and special) with respect to the Premises in such increments or installments or otherwise as directed or required by Mortgagee. Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the Improvements or any part thereof now constructed or to be constructed at or on the Premises, then the amount of the deposits to be paid pursuant to this section shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Concurrent with the first installment or payment of the tax escrow payment, Mortgagor will also deposit with Mortgagee an amount based upon the taxes and assessments so ascertainable or so estimated by Mortgagee, as the case may be, for taxes and assessments with respect to the Premises on an accrual basis for the period from January 1 immediately following the year for which all taxes and assessments have been fully paid to and including the date of the first installment tax and assessment deposit hereinabove mentioned. Any such deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they

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become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of a notice and demand from Mortgagee deposit with Mortgagor the additional funds as may be necessary to pay or provide for all such taxes and assessments (general and special). Any excess shall be held by Mortgagor and applied to subsequent deposits or deposits due from Mortgagor for taxes and assessments.

3.4. Delivery of Documents. Mortgagor shall deliver to Mortgagee all agreements, instruments, chattel paper, and documents creating or evidencing the Leases (or true and correct copies of such Leases), the Rents, the Accounts and Intangibles, the Plans, the Contracts, all amendments and supplements thereto, and any other document which is, or which evidences, governs or creates Collateral (defined below). Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any Rents or Leases, or of any lessee, tenant or occupant of the Premises from any obligation at any time while the Liabilities secured hereby remains unpaid, without Mortgagee's prior written consent.

3.5. Financial Statements. Mortgagor represents and warrants that the financial statements of Mortgagor and of Borrower, and for the Premises, and previously submitted to the Mortgagee, are true, complete and correct in all material respects and disclose all actual and contingent liabilities of the Mortgagor, of the Borrower, and relating to the Premises, and do not contain any untrue statements or omissions of a material fact. No material adverse change has occurred in the financial condition of the Mortgagor, from the dates of said financial statements until the date hereof.

3.6. Condemnation Awards. If any proceeding in condemnation or eminent domain is filed affecting any part of the Premises, Mortgagor shall promptly notify Mortgagee in writing, and shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagor may be a nominal or other named party in such proceeding, but Mortgagee shall in any event be entitled to participate or intervene in the proceeding and to be represented in the proceeding by counsel of its own choice, and Mortgagor will deliver or cause to be delivered to Mortgagee such instruments and documentation as may be requested by Mortgagee from time to time concerning the proceeding and also to permit and cooperate in such participation or intervention by Mortgagee. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of any part of the Premises for public or other use are hereby transferred, assigned by Mortgagor to Mortgagee, and shall be paid to Mortgagee to the extent of the Liabilities then due and owing Mortgagor. Such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including but not limited to costs, advances, expenses, expert or appraisal fees, and reasonable attorneys' and paralegals' fees, and to the reduction of the indebtedness secured hereby in such order and priority of application as Mortgagee may elect.

3.7. Insurance. Mortgagor shall at all times keep the Premises (including all Improvements and Goods now or hereafter situated on or at the Premises), fully insured against such risks, hazards, perils, and liability as are covered by extended coverage insurance over fire

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and other casualties, together with such additional coverages as Mortgagee may require, and shall pay before the due dates all premiums due on all such insurance coverages. All insurance shall be carried with insurance companies acceptable to Mortgagee, and the policies (or true copies thereof) together with all endorsements, renewals, and amendments thereto shall be delivered to and held by the Mortgagee. All insurance policies shall have lender's loss payable and mortgagee clauses in favor of Mortgagee, shall insure Mortgagee regardless of any act, fault, or neglect of Mortgagor, shall be in form and substance acceptable to Mortgagee, shall insure against hazards, risks, perils, and liability reasonably satisfactory and in amounts satisfactory to Mortgagee, and shall be endorsed by the insurer to require at least thirty (30) days advance written notice to Mortgagee of any cancellation or modification of coverages. In the event of any loss, the Mortgagor shall give prompt notice thereof to the Mortgagee, and, if such loss exceeds Twenty Thousand And 00/100 Dollars (\$20,000.00) ("Threshold"), Mortgagee shall have the sole and absolute right (but not the obligation) to make proof of loss to or initiate demand, file suit or action, or otherwise proceed against the insurance carrier(s). If such loss exceeds the Threshold or if such loss is equal to or less than the Threshold and the conditions set forth in clauses (i) and (ii) of the immediately succeeding sentence are not satisfied, then the Mortgagee, solely and directly shall receive such payment for loss from each insurance company concerned. If and only if (i) such loss is equal to or less than the Threshold, and (ii) no Event of Default then exists, then the Mortgagee shall endorse to the Mortgagor any such payment and the Mortgagor may collect such payment directly.

The Mortgagee shall have the right at its option and in its sole discretion, to apply any insurance proceeds received by the Mortgagee or Mortgagor pursuant to the terms of this section, after the payment of all of the Mortgagee's expenses, upon any of the Liabilities secured hereby or to the restoration and repair of damages to the Premises; and any surplus shall be paid to Mortgagor or Borrower as long as there is no Event of Default. If the Premises is located in an area which is identified by the Director of the Federal Emergency Management Agency or any other person or entity designated under the National Flood Insurance Act of 1968 as amended ("Flood Act") or otherwise, with such responsibilities or by any other governing federal or state agency or entity, as a flood hazard or flood plain area, Mortgagor shall thereafter keep the Premises fully covered by flood insurance in such amount as shall be required by Mortgagee, and in at least the amount required by the Flood Act or applicable law. Unless the Mortgagor provides Mortgagee with evidence satisfactory to the Mortgagee of the insurance coverages required hereunder, the Mortgagor may (but is not obligated to) at any time or times procure, acquire, purchase or obtain insurance at the Mortgagor's expense to cover up to the Mortgagee's entire interest in the Premises, as Mortgagor may determine. That insurance may, but need not, protect the Mortgagor's interest.

The Mortgagor may request to later cancel or reduce the amount of any insurance procured, acquired, purchased or obtained by the Mortgagee, but only after providing the Mortgagee with evidence that the Mortgagor has obtained all such insurance as required by this Mortgage and as is satisfactory to Mortgagee. If the Mortgagee procures, acquires, purchases, or obtains insurance for the Premises or any part thereof, the Mortgagor will be responsible for the costs of such insurance, including, without limitation premiums, interest and any other charges which the Mortgagee may advance, incur or impose in connection with such insurance. The costs of such insurance may be added to the indebtedness due under the Note. The cost of such insurance may be more than the cost of insurance that the Mortgagor may be able to obtain on its own.

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The Mortgagee shall have the right, at its option and in its sole discretion, to apply any insurance proceeds received by the Mortgagee pursuant to the terms of this section, after the payment of all of the Mortgagee's fees (including for attorneys, paralegals, consultants, appraisals, adjusters and experts), and costs and expenses, either (A) to or on account of any parts or portions of the Liabilities, irrespective of whether such principal balance is then due and payable, whereupon the Mortgagee may declare the whole of the balance of Liabilities (including the Note) to be due and payable, or (B) to the restoration or repair of the property damaged as provided in below; provided, however, that the Mortgagee hereby agrees to permit the application of such proceeds to the restoration or repair of the damaged property, subject to the provisions below, if no Event of Default or event that with the passage of time the giving of notice or both would constitute an Event of Default, then exists, upon the following terms and conditions:

(a) Any restoration or repair work shall be done pursuant to plans and specifications approved by Mortgagee as Mortgagee so requests or requires, and in such event Mortgagor shall cause to be prepared and presented to Mortgagee a certified construction statement, acceptable to Mortgagee, showing the total cost of the restoration or repair; to the extent such cost exceeds the available insurance proceeds, Mortgagor shall pay the amount of such excess cost, in cash, to Mortgagee, before any disbursement is made by Mortgagee pursuant hereto, to be held and disbursed by Mortgagee pursuant hereto (which insurance proceeds and such funds paid to Mortgagee are hereinafter called the "Funds");

(b) The Funds shall be made available to Mortgagor as the restoration and repair work progresses pursuant to certificates of an architect acceptable to Mortgagee, which certificates shall be in form and substance acceptable to Mortgagee; the funds paid by Mortgagor to Mortgagee to pay all excess costs shall be disbursed prior to disbursement of any insurance proceeds;

(c) There shall be delivered to Mortgagee, with such certificates, sworn statements and lien waivers in an amount at least equal to the amount of Funds to be paid out to Mortgagor pursuant to each architect's certificate and dated as of the date of the disbursement to which they relate, it being understood that lien waivers may be thirty (30) days in arrears;

(d) There shall be delivered to Mortgagee such other evidence as Mortgagee may reasonably request, from time to time, during the restoration and repair, as to the progress of the work, compliance with the approved plans and specifications, the cost of restoration and repair and the total amount needed to complete the restoration and repair;

(e) There shall be delivered to Mortgagee such other evidence as Mortgagee may reasonably request, from time to time, showing that there are no liens against the Premises arising in connection with the restoration and repair, that value has been added to the Premises in connection with such restoration and repair in an amount at least equal to the total amount of Funds then disbursed to Mortgagor hereunder, and that this Mortgage is then still a valid first lien on all the Premises;

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(f) If such Funds are at any time reasonably determined by Mortgagee not to be adequate for completion of the restoration and repair, Mortgagor shall immediately pay any deficiency to Mortgagee to be held and disbursed as Funds and prior to any other funds then held by Mortgagee for disbursement pursuant hereto;

(g) In the event Mortgagor at any time shall fail to promptly and fully perform the conditions and covenants set out in subsections (a) through (f) above, or in the event during the restoration or repair an Event of Default occurs hereunder, Mortgagee may, at its option, immediately cease making any further payments to Mortgagor for such restoration and repair, and may further, at its option, apply the Funds then in its possession either to the reduction of the Liabilities hereby secured or to the restoration and repair of the Premises in the manner above provided and notwithstanding any such default or defaults, without affecting the lien of this Mortgage and the obligations hereunder. Funds may be disbursed by Mortgagee to Mortgagor or to the persons entitled to receive payment thereof from Mortgagor, and such disbursement in either case may be made directly or through a third party escrow agent, such as, but not limited to, a title insurance company, or its agent, all as Mortgagee may determine in its sole discretion. Any excess Funds, at Mortgagee's option, may be applied to the reduction of the Liabilities in the manner above stated or released to Mortgagor.

In the event Mortgagee does not make the balance of the insurance proceeds available to Mortgagor to restore or repair the Premises, then the Mortgagor shall apply the Funds to reduce the Liabilities hereby secured.

3.8. Due on Sale. Mortgagor shall not (i) sell, convey, or transfer any right, title, interest, or beneficial interest in or to part of or all of the Premises; lease any part of the Premises; amend or renew any lease of any part of the Premises; or assign, pledge, transfer, grant as security, mortgage, charge or otherwise encumber any part or all of the Premises, or contract to do any of the foregoing without the prior written consent of Mortgagee. Mortgagor may at its option declare immediately due and payable all sums secured by this Mortgage (including all sums due under the Note) upon or after any breach or violation by Mortgagor of the foregoing. In the event Mortgagee consents to the sale, transfer or conveyance of all or a portion of the Premises, all proceeds of the sale will be remitted to the Mortgagee to reduce outstanding indebtedness under the Liabilities (including the Note), in such manner and application as Mortgagee determines.

3.9. Ownership. Mortgagor represents and warrants that Mortgagor is the sole owner of the Premises free from any lien, encumbrance or claim, except this Mortgage, and except for any exceptions to title listed in any Exhibit B attached hereto (the "Permitted Exceptions"). Mortgagor further represents and acknowledges that the Premises do not constitute agricultural real estate as defined in 735 ILCS 5/15-1201 or residential real estate as defined in 735 ILCS 5/15-1219.

3.10 Mortgagor's Additional Representations and Warranties. Mortgagor represents and warrants that: (a) this Mortgage is executed at Borrower's and Mortgagor's request; (b) Mortgagor has the full power, right, and authority to enter into this Mortgage and to pledge and

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mortgage the Premises, including but not limited to the Improvements and Goods; (c) the provisions of this Mortgage do not conflict with, or constitute or result in a default under any agreement or other instrument binding upon Mortgagor and are not a violation of any law, regulation, court decree or order applicable to Mortgagor, Premises, Improvements or Goods; (d) Mortgagor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; (e) Mortgagee has made no representation to Mortgagor about Borrower or any guarantors (including without limitation the creditworthiness of Borrower or any guarantors) or any other person or entity; (f) any individual person(s) executing this Mortgage on behalf of Mortgagor represents and warrants that he, she or they are duly and properly authorized to do so; (g) Mortgagor has the full right, power and authority to execute and deliver this Mortgage to Mortgagee; (h) Mortgagor will defend the title to the Premises against the claims of all persons and will defend all actions and proceedings affecting title at Mortgagor's expense. Mortgagee shall be entitled to participate or intervene in any such actions or proceedings; and (i) all of Mortgagor's representations, warranties and agreements in this Mortgage shall survive its execution and delivery, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's and Mortgagor's obligations and indebtedness under the Liabilities (including the Note), shall be paid and performed in full.

3.11. Environmental Representations and Warranties, and Inspection of the Premises. Mortgagor represents and warrants the following:

(a) the use which the Mortgagor is making, makes or intends to make of the Premises, does not and will not result in the unlawful or unauthorized disposal or other release of any hazardous substance or solid waste on or to the Premises; and

(b) the Mortgagor will comply with all applicable Environmental Laws regarding any asbestos on or at the Premises before, during and after the construction of any Improvements on the Premises; and

(c) the Mortgagor will promptly provide the Mortgagee with any environmental reports, audits, studies and approvals of state, federal, and other governmental entities or agencies, and of any private contractors, experts, consultants or auditors, and others, pertaining to the Premises, including but not limited to no remedial action confirmations; and

(d) the Mortgagor will comply with all applicable Environmental Laws regarding any hazardous substances, hazardous facilities, pollutants or contaminants which are located at, in or on the Premises; and

(e) the Mortgagor shall conduct its business on the Premises, and ensure that all business and activity conducted on, at, or in the Premises, is in compliance in all material respects with all Environmental Laws; and

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(f) no hazardous substances or solid waste will be disposed of or otherwise released or threatened to be released on, at, in, or to the Premises except in compliance with Environmental Laws.

The terms “hazardous substance”, “release” and “threatened release” have the meanings specified in CERCLA (defined below), and the terms “solid waste” and “disposal” (or “disposed”) have the meanings specified in RCRA; provided, however, in the event either CERCLA or RCRA (defined below) is amended so as to broaden the meaning of any term defined thereby, such broader meanings shall apply subsequent to the effective date of such amendment, and provided further that, to the extent the laws of the state in which the Premises is located establish a meaning for “hazardous substance”, “release”, “solid waste” or “disposal” which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply with regard to the Premises. The terms “hazardous facilities”, “pollutants” or “contaminants” shall have the meanings specified in any applicable Environmental Laws. The words “hazardous substance” are used in their broadest sense and shall also include materials that, because of their nature, quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled, including without limitation, petroleum and petroleum by-products and asbestos.

3.12. Compliance with Governmental Requirements. Mortgagor represents that the Premises now do and shall at all times comply with all applicable laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the existence, use, occupancy, and condition of the Premises including without limitation, the Americans With Disabilities Act.

3.13. Maintenance of Permits and Licenses. The Mortgagor shall maintain or cause to be maintained in full force and effect all licenses, bonds, franchises, certificates of occupancy, leases, patents, trademarks, service marks, contracts and other rights required or necessary to the conduct of its business and all businesses conducted at the Premises, including, without limitation, all notices, permits or licenses, if any, filed or obtained with regard to compliance with Environmental Laws. The Mortgagor shall continue in and limit its operations at and the use of the Premises to the same general line or type of business as that presently conducted at the Premises, and shall comply with all applicable Environmental Laws.

3.14. Lessees, Occupants and Operators to Comply with Environmental Representations and Warranties. The Mortgagor shall cause any and all lessees, occupants, and operators of all parts of the Premises to conduct their respective businesses operations, and activities so as to comply in all material respects with all Environmental Laws.

3.15. Removal of Hazardous Substances. The Mortgagor shall not permit the presence of any hazardous substances, hazardous facilities, pollutants or contaminants, including friable asbestos at on, or in the Premises except in compliance with Environmental Laws. If the Mortgagee determines at any time that friable asbestos exists at on or in the Premises and may

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present a health hazard, or if removal of any hazardous substance therefrom is or may be required by applicable governmental or regulatory authorities or pursuant to applicable laws or regulations, the Mortgagee may, in its sole discretion, require the removal or containment of such asbestos or any other hazardous substances at the Mortgagor's sole expense.

3.16. Disposal of Hazardous Substances by Lessees, Occupants and Operators. The Mortgagor shall also cause all lessees, occupants and operators of or at the Premises to properly dispose of any and all hazardous substances or solid waste generated or stored thereon or therein, only at facilities and by carriers maintaining compliance with the Environmental Laws. To the best of the Mortgagor's knowledge, after diligent inquiry, all lessees, occupants, and operators of or at the Premises are operating under and in compliance with valid permits and licenses under RCRA and any other Environmental Law, and Mortgagor shall cause all other lessees, occupants and operators to obtain certificates of disposal from all contractors employed in connection with the transport or disposal of such hazardous substances or solid waste.

3.17. Notice of Violations. If the Mortgagor shall have knowledge of or receive, or if any lessees, occupants or operators of or at the Premises shall receive (a) notice that any violation of any Environmental Law may have been committed or is about to be committed or is affecting the Premises; (b) notice that any administrative or judicial complaint or order has been filed or is about to be filed against the Mortgagor or pertaining to any part of the Premises alleging violation or possible violation of any Environmental Law or requiring the Mortgagor or others to take any action in connection with the release or threatened release of hazardous substances or solid waste into the environment; or (c) any notice from a federal, state, or local governmental agency, court or private party alleging that the Mortgagor or others may be liable or responsible for costs associated with a response to or cleanup of a release or disposal of a hazardous substance or solid waste into the environment or any damages caused thereby, including without limitation any notice that the Mortgagor is a "potentially responsible party" as defined by CERCLA or any Environmental Law, the Mortgagor shall provide the Mortgagee with a copy of such notice within five (5) days of the Mortgagor's receipt thereof. The Mortgagor shall also provide the Mortgagee with notice of the enactment or promulgation of any Environmental Law which may result in a material adverse change in the business, financial condition, or operations of the Premises or Mortgagor within fifteen (15) days after the Mortgagor obtains knowledge thereof.

3.18. Right to Enter and Inspect Premises. The Mortgagee, or any person designated by the Mortgagee, shall have the right to enter any and all parts of the Premises or any other place where the Collateral or any information relating thereto is kept or located at all reasonable times, without obstruction, hindrance or delay, to:

(a) inspect any and all parts of the Premises in order to determine their condition or anything therein, or to determine Mortgagor's or others' compliance with the terms and conditions of this Mortgage or of any other Loan Documents;

(b) inspect any and all parts of the Premises and conduct any tests or procedures at the Mortgagor's expense, including but not limited to soil borings, and any other physical testing, and

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inspect any books, records, journals, orders, receipts, correspondence, notices, permits or licenses, and to determine at the Mortgagor's expense whether any hazardous substances are or were present on, in or under the Premises.

The Mortgagor shall fully and promptly cooperate with Mortgagee concerning the foregoing and any such inspections, test, or procedures. The Mortgagor will deliver to the Mortgagee, within ten (10) days of request therefor, any instruments necessary to obtain records from any person maintaining such records pertaining to the Premises. The Mortgagor shall pay on demand or within twenty (20) days thereafter, all costs and expenses incurred by the Mortgagee in acquiring information pursuant to this section, with interest thereon at a per annum rate equivalent to the default rate set forth in the Note. All expenditures incurred by Mortgagor pursuant to the powers herein contained shall become a part of the Liabilities secured hereby. The Mortgagee shall not be liable to account to the Mortgagor for any action taken pursuant hereto.

3.19. Definition of CERCLA. As used herein, CERCLA means the Comprehensive, Environmental, Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.

3.20. Definition of Environmental Laws. As used herein, "Environmental Laws" means any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any federal, state, or local governmental authority, agency, or any court pertaining to health or the environment in effect at any time in any and all jurisdictions in which the Mortgagor is or at any time may be doing business, or where the Premises are located, including without limitation, the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq., the Comprehensive, Environmental, Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., (CERCLA), the Federal Water Pollution Control Act Amendments, 33 U.S.C. Section 1251 et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. Section 651 et seq., the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq., (RCRA), the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300(f) et seq., the Toxic Substances Control Act, as amended, 5 U.S.C. Section 2622 et seq., and the Illinois Environmental Protection Act, as amended, 415 ILCS 5/1 et seq.

3.21. Definition of RCRA. As used herein, RCRA means the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.

4. MORTGAGEE RIGHTS

While any of the Liabilities (including the Note) remain outstanding, Mortgagor represents, warrants, covenants and agrees as follows:

4.1. Remedies not exclusive; Delay. No right, power or remedy of Mortgagee hereunder shall be exclusive. The rights powers, and remedies of Mortgagee granted and arising under this Mortgage and the other Loan Documents are separate, distinct, and cumulative of other rights, powers, and remedies granted herein or therein and all other rights powers, and remedies

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that Mortgagee may have at law or in equity, none of which are to the exclusion of the others and all of which are cumulative to the rights, powers, and remedies provided at law for the collection of indebtedness, enforcement of rights under mortgages, and preservation of security. Each right or remedy of Mortgagee with respect to the Liabilities, (including the Note), this Mortgage, the Loan Documents, or the Premises, Improvements or Goods, and as otherwise set forth in this Mortgage or otherwise, shall be in addition to every other remedy or right now or hereafter existing at law or in equity. Mortgagee shall have all rights, powers and remedies provided in this Mortgage, the Note, and all other Loan Documents, and available in law or equity. No delay by Mortgagee in exercising or omitting to exercise any remedy or right accruing upon an Event of Default or otherwise, shall impair, restrict or limit any such or other remedy or right, or shall be construed to be a waiver of any such Event of Default or other event or occurrence, and no acquiescence therein shall affect any subsequent Event of Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient or appropriate by Mortgagee.

4.2. Accuracy of Estimates and Statements. If Mortgagee makes any advance or payment authorized by this Mortgage relating to taxes, assessments, insurance premiums, charges, liens, security interests, encumbrances insurance or otherwise, Mortgagee may do so according to any bill, statement or estimate it makes or receives without Mortgagee making inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

4.3. Right to Inspect Premises, Books and Records. Mortgagee shall have the right to inspect all books and records, construction progress reports, tenant and membership and guest records and registers, offices, insurance policies and documents, and tax and other papers for examination and to obtain and make copies and extracts thereof. Mortgagee shall at all times have the right to access and inspect the Premises, Improvements and Goods to determine the condition of or anything at or upon the Premises, or to determine Mortgagor's compliance with the terms and conditions of this Mortgage or any Loan Documents or related documents. Mortgagee shall promptly and fully cooperate with Mortgagee's requests and rights concerning the foregoing.

4.4. Reinstatement of Security Interest. If payment of any portion or all of the Liabilities is made by Borrower, Mortgagor, or any guarantor or third party and thereafter Mortgagee is compelled to or does remit, refund or return the amount of that payment to any trustee in bankruptcy, receiver, committee or to any other or similar person under any federal or state bankruptcy law or law for the relief of debtors or by reason of any judgment, decree, order, or award or ruling of any court or administrative body, or by reason of any settlement or compromise of any claim made by Mortgagee or otherwise, the Liabilities shall be considered unpaid to such extent for the purpose of enforcement of this Mortgage (and/or of the Note, Loan Documents, and any documents evidencing the Liabilities) and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation or release of this Mortgage (or of the Note or any other instrument or agreement evidencing the Liabilities), and the Premises, Improvements and Goods and other Collateral will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Mortgagee,

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and Mortgagee may re-file or re-record this Mortgage or any other instrument reflecting that the Premises secure the Note, Liabilities or any indebtedness as a result remaining due Mortgagee.

4.5 Further Assurances. Upon request of Mortgagee, Mortgagor will make, execute and deliver or will cause to be made, executed or delivered to Mortgagee or its designee, and when requested will cause to be filed, recorded, refiled, or rerecorded as Mortgagee may deem appropriate, any and all such mortgages, deeds of trust, assignments, security agreements, financing or continuation statements, and other documents as may in the sole opinion of Mortgagee be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve Borrower's and Mortgagor's obligations under the Note, this Mortgage, and the Loan Documents, and the liens and security interests created in favor of Mortgagee by this Mortgage. If Mortgagor fails to do any of the things referred to in the preceding paragraph, Mortgagee may do so for and in the name of Mortgagor and at Mortgagor's expense. For such purposes, Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording and doing all other things as may be necessary or desirable, in Mortgagor's sole opinion,, to accomplish such matters.

5. MORTGAGE AS SECURITY AGREEMENT

5.1 Grant of Security Interest in Personal Property. Mortgagor and Mortgagee further agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code or other applicable laws with respect to (a) all sums at any time on deposit for the benefit of Mortgagee or held by Mortgagee pursuant to any of the provisions of this Mortgage or any of the Loan Documents and (b) with respect to any Goods portions of Improvements, or other goods or items which may not be deemed to be fixtures affixed to the Premises owned by Mortgagor or in which Mortgagor has an interest within the meaning of the Illinois Uniform Commercial Code and all replacements of, substitutions for, additions to and proceeds thereof (collectively including the Goods, referred to as the "Personal Property"). Mortgagor hereby grants Mortgagee a security interest in the Personal Property, to secure payment of the Liabilities (including the Note). The provisions of this Section 5 shall not limit the applicability of any other provision of this Mortgage but shall be in addition to the other provisions of this Mortgage.

5.2 UCC Financing Statement. Mortgagor authorizes Mortgagee to file and/or record such financing statements, information and other documents in form and substance satisfactory to Mortgagee; and Mortgagor will perform all such acts as Mortgagee shall request or require from time to time to establish and maintain Mortgagee's (or its assignee's) perfected security interest in the Personal Property and Collateral.

5.3 Rights of Secured Party. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have all the rights and remedies of a secured party under the laws of Illinois, as amended from time to time, under this Mortgage, the Note and the other Loan Documents, and under any other instruments, documents and agreements relating thereto or to the Personal Property, or Collateral, all of which rights and remedies shall be cumulative and none

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exclusive. Further, (a) Mortgagee may declare any or all of the Liabilities to be immediately due and payable without notice or demand to Mortgagor or any other person; (b) in connection with the enforcement or Mortgagee's rights and remedies or attempted collection of any amounts due under the Note, this Mortgage, the Loan Documents, and pertaining to the Liabilities, Mortgagor shall pay all costs and expenses of Mortgagee, including all reasonable attorneys' and paralegals' fees, expert, consultants, appraisal or valuation fees, replevin bonds, expenses, court costs, and costs of retaking, holding, protecting, preparing for sale or lease, selling or leasing any of the Personal Property; (c) Mortgagor may demand, sue for, collect, make any compromise of or for, renew, extend, modify, settle, release, exchange, or take any other action to protect Mortgagee's interests with respect to any of the Personal Property or Liabilities; (d) without demand or notice, demand and notice being specifically waived by Mortgagor, Mortgagor may enter the Premises without the obligation to pay rent and remove the Personal Property, and Mortgagee may require Mortgagor at the expense of Mortgagor, to assemble any or all of the Personal Property and make the Personal Property available at such times or places as Mortgagee shall determine; and (e) Mortgagor may at any time dishonor any checks or drafts drawn by Mortgagor on Mortgagee. Mortgagor agrees that, in order for Mortgagee to enter the Premises where the Personal Property or is believed by Mortgagee to be located, Mortgagee is irrevocably authorized to disconnect or disable in any manner any security devices or other similar devices. Mortgagor agrees that Mortgagee, at any time and, whether before, during or after any Event of Default, shall have the right to set-off, appropriate and apply toward the payment of any of the Liabilities in such order of application as Mortgagee may elect, any cash, credits, deposits, accounts, securities, and any other property of Mortgagor or of any guarantor in the possession, custody or control of Mortgagee, for any reason.

5.4 Notice of Disposition of Personal Property. If any notification of intended disposition of any of the Personal Property is required by law, such notification shall be deemed reasonable and properly given if mailed, postage prepaid, to Mortgagor at the address specified hereunder at least ten (10) days before such intended disposition. Notification shall not be necessary if the Personal Property is perishable or threatens to decline speedily in value, or is of a type customarily sold in a recognized market. The sale, lease, or other disposition of any or all of the Personal Property after an Event of Default may be for cash, credit or any combination thereof, and Mortgagee may purchase any or all of the Personal Property at a public sale, or if permitted by law, at a private sale, including by way of credit bid. Any sale of the Personal Property may involve only a part of it and may occur at different locations, at different times, and may be adjourned without notice to anyone at any time. Mortgagee shall have the right to conduct from time to time any sale or lease of any of the Personal Property on the Mortgagor's Premises without any obligation to pay rent. Any net proceeds from the sale or other disposition of any of the Personal Property may be applied by Mortgagee, in its sole discretion, to the payment of advances, expenses and costs incurred by Mortgagee, including costs and reasonable attorneys' and paralegals' fees, relating in any manner to the disposition of the Personal Property. Any balance of such proceeds may be applied by Mortgagee to the payment of the Liabilities, in such order of application as Mortgagee may from time to time elect, and Mortgagor irrevocably waives the right to direct or require application of any payments received by Mortgagee from Mortgagor or other person or source, or in connection with the Personal Property. Mortgagor shall remain liable for

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any deficiency on the Liabilities. If there is more than one Mortgagor, Mortgagee may pay any surplus proceeds to any one or more of the Mortgagors as Mortgagee may determine. Mortgagor hereby agrees to indemnify, defend and hold Mortgagee harmless from any and all claims, causes of action, losses and liabilities relating to any act or failure to act by Mortgagee in any manner with respect to the Liabilities or the Personal Property and from any and all claims, causes of action, losses, and liabilities by, against, between or among Mortgagor arising out of or in connection with any of the Liabilities or the Personal Property.

5.5 Mortgage a Financing Statement. This Mortgage is intended to be a financing statement within the provisions of Sections 9-501(a)(1)(B) and 9-502(c) or any other provisions of the Illinois Uniform Commercial Code or applicable law with respect to the Personal Property and the Goods, and to any parts or portions of the Collateral which are or may become fixtures to the Premises or deemed or considered personal property or goods. The addresses of Mortgagor or Borrower (Debtor) and Mortgagee (Secured Party) are set forth herein. This Mortgage may, as Mortgagee may determine, be filed for record with the Recorder of Deeds of the county where the Premises are located.

6. EVENT OF DEFAULT AND MORTGAGEE'S RIGHTS AND REMEDIES UPON EVENT OF DEFAULT.

6.1. Event of Default. The term "Event of Default" when used in this Mortgage means (a) any one or more of the events, conditions or acts defined as an "Event of Default" in the Note, in this Mortgage, or in any documents, instruments, agreements, executed pursuant thereto or in connection herewith or evidencing the Liabilities or any Collateral for any of the Liabilities; or (b) the failure of Mortgagor or Borrower to pay or perform under the terms and provisions of the Note, Mortgage, or any other documents evidencing or securing any of the Liabilities; or (c) failure of Mortgagor to comply with or to perform or to cause to be performed in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, the Note, the other Loan Documents, or any instrument, agreement or writing creating or securing any Liabilities to which the Mortgagor or Borrower are parties.

6.2 Acceleration upon an Event of Default. Upon an Event of Default, at the sole option of Mortgagee, the Note and as Mortgagor may at its option determine, any other Liabilities secured by this Mortgage, shall become immediately due and payable, regardless of the stated due or maturity date(s) of the Note or Liabilities. In that and any and all events, Mortgagor shall be responsible for payment and reimbursement of all costs and expenses of Mortgagee, including reasonable attorneys' fees, paralegals' fees, expert or consulting fees, appraisal or valuation expenses, advances incurred in connection with the Note, this Mortgage, or the Premises, advances and expenses incurred in the enforcement or protection of Mortgagee's rights or pursuit of its remedies with respect to or relating to the Premises, all other Collateral and the Loan Documents.

6.3 Additional Remedies Following Event of Default. Upon and after the occurrence of an Event of Default, in addition to any other rights, remedies and powers that Mortgagee may have under the other Loan Documents or as provided by law, Mortgagee (either personally or by

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its agents, nominees, or attorneys) may immediately take such action, without notice or demand, as it deems advisable to protect and enforce the lien(s) and security interest(s) hereof and its rights as provided in this Mortgage, in the Loan Documents, and under applicable law and at such time(s) and in such manner(s) as Mortgagee may determine in its sole discretion, without impairing or otherwise affecting the other rights, remedies, and powers of Mortgagee or Borrower.

6.4. Mortgagee's Expenditures and Right to Perform upon an Event of Default. Upon or after the occurrence of any Event of Default, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder, including but not limited to the completion of the construction of any Improvements on the Premises, in any form and manner deemed appropriate or expedient by Mortgagee. Any such advances and/or payments made by Mortgagor shall be secured by this Mortgage and become part of the indebtedness or Liabilities secured by or under this Mortgage. Mortgagee may, but need not, make full or partial payments of principal, interest or other amounts claimed or due on any encumbrances, liens, claims, or security interests affecting the Premises, and Mortgagee may pay, purchase, discharge, compromise or settle any tax lien or other lien or claim on title to or affecting the Premises, or redeem from any tax sale or forfeiture affecting the Premises, or contest any tax or assessment. If any claim, action or proceeding is commenced that would affect Mortgagee's interest in the Premises or if Mortgagor fails to comply with any provision of this Mortgage or any Loan Documents, or fails to discharge or pay when due any amounts Mortgagor is required to discharge or pay under this Mortgage or any of the Loan Documents, Mortgagee on Mortgagor's behalf may (but shall not be obligated to) take any action that Mortgagee deems appropriate, including but not limited to discharging or paying any or all taxes, liens, security interests, encumbrances and other claims at any time levied or placed on or against the Premises or paying any or all costs for insuring, maintaining and preserving the Premises or title thereto. All such payments or expenses will become a part of the indebtedness due Mortgagee and at Mortgagee's option will be payable on demand and be added to the balance of the Note. The Mortgage also will secure payment of such amounts. Such right shall be in addition to all other rights and remedies to which Mortgagee may be entitled upon any Event of Default or otherwise. Upon and after the occurrence of any Event of Default, Mortgagee may with process of law enter upon the Premises and employ watchmen, security personnel, or devices to protect the Collateral, including the Personal Property, Premises and the Improvements from possible, potential or actual loss, damage, intrusion, vandalism, deterioration, depreciation in value, or injury, and to preserve and protect the Collateral. Mortgagee may (but need not and shall not be obligated to) complete construction, furnishing and equipping of any Improvements upon the Premises; or rent, operate or manage the Premises or such Improvements, or pay operating costs and expenses, including management fees, of any or every kind and nature in connection therewith, so that the Premises and Improvements may be operational and usable, including for their current or intended purposes. All moneys paid for any of the purposes herein authorized and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' and paralegals' fees, and any other funds advanced or expended by Mortgagee to protect the Premises, Collateral or Mortgagee's liens thereon, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note.

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Inaction of Mortgagee shall never be considered as a waiver of any right by Mortgagee on account of any Event of Default hereunder or otherwise.

6.5. Right to Foreclose. In addition to all rights and remedies afforded by law or in this Mortgage or the Loan Documents, when the indebtedness secured hereby shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien or liens of this Mortgage. In any action to foreclose this Mortgage, at the election of Mortgagee, the Premises or any part or parts thereof may be sold together or separately, in one sale or separate sales, in one parcel and as an entirety, or in such parcels, manners, times, or orders as Mortgagee in its sole discretion may elect; and one or more exercises of the rights and powers herein granted shall not extinguish or exhaust Mortgagee's rights and powers unless the entire Property is sold or all Liabilities are paid in full. In any suit to foreclose the lien or liens of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure or similar court order or award, all expenses, and advances paid or incurred by or on behalf of Mortgagee, and including but not limited to payments of real estate taxes or insurance, costs, expenses, attorneys' and paralegals' fees, appraisers' fees, expert or consulting fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, costs of procuring all abstracts of title, title searches and examinations, title commitments or insurance policies, tax and lien searches, environmental or other testing or audits or inspections, and any or related similar outlays, expenses, information or assurances with respect to the Premises as Mortgagee may deem to be reasonably necessary either to assess its claims, protect its interests, pursue its rights or remedies or prosecute the foreclosure proceedings, or participate in or initiate any legal or other proceedings. Any of the foregoing items, which may be expended before or after entry of a foreclosure judgment or similar court order or award, may be estimated by Mortgagee. All expenditures, advances, fees, costs and expenses mentioned in this section, when incurred or paid by Mortgagee, shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post-maturity interest rate set forth in the Note. This section shall also apply to any expenditures, fees, costs or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee may be a party or have an interest by reason of this Mortgage or any indebtedness secured hereby, or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage or enforcement of the Note or Loan Documents whether or not actually commenced, or (c) any preparation for the defense of any threatened or actual suit or proceeding which might affect the Premises, Improvements or Goods, Collateral or other security hereof, or which might affect the Liabilities secured by this Mortgage.

6.6. Distribution of Proceeds of Sale. The proceeds of any foreclosure sale may be distributed and applied at the option of the Mortgagee in the following order of priority or any variations thereof as it may determine: first, to costs, expenses, attorneys' and paralegals' fees incident to or incurred in connection with the Loan Documents, the foreclosure proceedings or concerning the Premises, including all the items that are mentioned in the immediately preceding section; second, all other amounts, advances and items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage including but not limited to advances or payments for taxes or insurance, with interest thereon as herein provided; third to unpaid interest,

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and then to principal; fourth, any surplus to Mortgagor or Mortgagor's legal representatives, successors or assigns, as their rights may appear, or to the Court for determination as to distribution of any such surplus. The Mortgagor or Borrower, or both, shall remain liable for any deficiency after sale or disposition of the Premises, as may be permitted by applicable law.

6.7. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage or in any other legal proceeding concerning the Premises in which Mortgagee is a party, the court in which such suit is filed may grant Mortgagee possession of the Premises, or may appoint a receiver of the Premises. The receiver's appointment may be made either before or after entry of judgment of foreclosure, without notice (except as required by law), without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver, and without regard to the then value of the Premises or whether they are then occupied as a homestead or not. Such receiver shall have the powers granted by law, including to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit or, during and after any period of redemption (whether there be any redemption or not), as well as during any further times when Mortgagor would be entitled to request or collect the rents, issues and profits of the Premises. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The receiver shall be authorized to retain an attorney or attorneys to represent the receiver in connection with the receivership and the operation of the Premises and Improvements and any and all reasonable costs, attorneys' fees and paralegals' fees incurred by the receiver shall be paid by the Mortgagor and if not so paid shall be added to the indebtedness secured hereby. The court in which the foreclosure suit or legal proceeding is filed may authorize or direct the receiver to apply and pay to Mortgagee the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment.

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

6.9. Possession of Premises. Upon, after and during the continuance of any Event of Default, whether before or after institution of legal proceedings to foreclose the lien or liens of this Mortgage or before or after any sale of the Premises, but in all events subject to applicable law, Mortgagor agrees and consents that Mortgagee shall be entitled in its discretion to do all or any of the following: (i) enter, have and take actual possession of the Premises; (ii) collect and be paid the Rents; (iii) take possession of the Leases and of other Collateral relating to the Premises, or any part thereof and exclude the Mortgagor therefrom; (iv) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (v) as attorney-in-fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control any of the Premises, the Rents, the Leases and other Collateral relating thereto, and conduct any business, thereof either personally or by its agents, contractors or nominees, with full power to use

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such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent; (vi) cancel or terminate any Lease, sublease or occupancy for any cause or ground which would entitle the Mortgagor to do the same; (vii) elect to disaffirm any lease or sublease made subsequent hereto or subordinated to the lien hereto; (viii) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (ix) insure and reinsure the Collateral, including the Premises, for or from all risks incidental to the Mortgagee's or any receiver's possession, operation and management thereof; and (x) receive such Rents and proceeds and perform such other acts in connection with the management and operation of the Collateral, including the Premises, as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after the occurrence of any Event of Default without notice to the Mortgagor or any other person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in any such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include compensation to the Mortgagee and its agents, contractors, or property or management persons or companies, and any lease commissions or compensation); (b) to the payment of taxes, insurance, charges and special assessments, the costs of all repairs or decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the Premises, and the cost of maintaining, installing, replacing or repairing such items, and of placing the Collateral, including the Premises, in such condition as will in the judgment of the Mortgagee make it more readily rentable or usable or marketable; and (c) to the payment of any Liabilities, including the amounts due under the Note.

6.10. Duty to Assemble Collateral. Upon, and after and during the continuance of any Event of Default, the Mortgagee may exercise from time to time any rights and remedies available to it under applicable law. Upon, after and during the continuance of any Event of Default, the Mortgagor shall, promptly upon request by Mortgagee, assemble the Collateral and make it available to the Mortgagee at such place or places as the Mortgagee shall designate. Any notification required by law of intended disposition by the Mortgagee of any of the Collateral shall be deemed reasonably and properly given if given at least ten (10) days before such disposition, or any lesser time as permitted by law. Without limiting the foregoing, whenever there exists an Event of Default hereunder, the Mortgagee may, with respect to so much of the Collateral as is personal property under applicable law, to the fullest extent permitted by applicable law and without further notice, advertisement, hearing or process of law of any kind (i) notify any person obligated on the Collateral to perform directly for the Mortgagee that person's obligations thereunder, (ii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto, (iii) endorse any checks, drafts or other writings in the name of the Mortgagor to allow collection of the Collateral, (iv) take control of any proceeds of the Collateral, (v) enter upon

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any premises where any of the Collateral may be located and take possession of and remove such Collateral, (vi) sell or dispose of any or all of the Collateral, free of all rights and claims of the Mortgagor therein and thereto, at any public or private sale, and (vii) bid for and purchase (including by way of credit bid as against the Liabilities, as Mortgagor may determine) any or all of the Collateral at any such sale or disposition. Any proceeds of any sale or other disposition by the Mortgagee of any of the Collateral may be applied by Mortgagee to the payment of fees, costs, expenses, and the cost of assembling preserving, protecting, selling or disposing of such Collateral, and advances in connection with the Collateral, including but not limited to reasonable attorneys' and paralegals' fees and legal expenses, expert and consulting fees, appraisal or valuation fees, and title or other such expenses, and any balance of such proceeds shall be applied by the Mortgagee toward the payment of such of the Liabilities and in such priority order of application as the Mortgagee may, in its sole discretion elect. The Mortgagee may exercise any rights and remedies available to Mortgagee under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to Mortgagee. The Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest and notice of protest in connection with the Note and this Mortgage and, to the fullest extent permitted by applicable law, and any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise or pursuit by the Mortgagee of any of its rights and remedies hereunder. The Mortgagor hereby constitutes and appoints the Mortgagee as its attorney-in-fact with full power of substitution to take possession of the Collateral upon the occurrence and during the continuance of any Event of Default and, as the Mortgagee in its sole discretion deems necessary or proper, to execute and deliver all instruments required by the Mortgagee to accomplish the disposition of or perfection of a security interest concerning the Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Liabilities are outstanding.

6.11. Performance of Contracts or Obligations after an Event of Default. The Mortgagee may, in its sole discretion at any time after the occurrence of and during the continuance of an Event of Default, notify any person obligated to the Mortgagor under or with respect to any Intangible or any Contract or obligation of the existence of an Event of Default, require that performance including payment be made directly to the Mortgagee, and advance such sums as are necessary or appropriate to satisfy the Mortgagor's obligations thereunder; and the Mortgagor agrees to promptly cooperate with the Mortgagee in all ways reasonably requested by the Mortgagee (including the giving of any notices requested by, or joining in any notices given by, the Mortgagee) to accomplish the foregoing.

6.12. Mortgagee not Obligated to Perform. Notwithstanding anything contained in this Mortgage or otherwise, the Mortgagee shall not be obligated to perform or discharge, and does not undertake to perform or discharge, any obligation, duty, work or liability of the Mortgagor, whether under this Mortgage, any of the Leases, any Intangible, any Contract, or otherwise; and the Mortgagor shall and does hereby agree to indemnify Mortgagee against and hold the Mortgagee harmless from (i) any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights under this Mortgage; and (ii) any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on Mortgagee's

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part to perform or discharge any of the terms, covenants or agreements concerning any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral. The Mortgagee shall not have responsibility or liability for the control, care, management or repair of the Premises, Improvements or any other Collateral, or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises, or any other Collateral resulting in loss, injury or death to any tenant, occupant, licensee, employee, stranger or other person or any property. No claims shall be made or liability enforced or asserted against the Mortgagee concerning Mortgagee's exercise of the powers herein granted to it; and the Mortgagor expressly waives, releases and discharges any such claims against, and liability of Mortgagor or its agents or representatives. Should the Mortgagee incur any such liability, loss or damage under any of the Leases or under or by reason of any matter, right or remedy in this Mortgage, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including all costs, expenses and reasonable attorneys' and paralegals' fees, and any expert, consulting or other fees or charges, and any such amounts until reimbursed shall be additional indebtedness secured by this Mortgage.

6.13. Sale of the Premises or Collateral; Marshalling. To the extent permitted by applicable law, Mortgagee hereby waives any and all rights to have the Premises or any Collateral marshalled in connection with any sale or exercise of Mortgagee's rights, remedies or powers. Mortgagee shall have no obligation to marshal assets, or to realize upon all or any particular part of the Collateral, including the Premises. In exercising its rights and remedies, Mortgagee shall be free to sell all or any part of the Premises, or any other Collateral together or separately, in one sale or by separate sales and in such times, order or priority as Mortgagee determines. Mortgagee shall be entitled to bid at any public sale on all or any portion of the Premises or any other Collateral, by credit bid or any other means authorized by law.

6.14 Right of Set-off. In addition to any rights, remedies or powers now or hereafter granted under applicable law and not by way of limitation of any such rights, Mortgagee is hereby authorized by Mortgagor at any time or from time to time, without notice to Mortgagor or any other person, any such notice being hereby expressly waived, to set-off any obligations or liabilities any time held or owing by Mortgagee to or for the credit or the account of Mortgagor or Borrower against any obligations or liabilities of Mortgagor or Borrower to Mortgagee, including but not limited to, all claims of any nature or description arising out of or connected with this Mortgage, the Note, or any other Loan Documents, irrespective of whether or not Mortgagee has made any demand hereunder or has declared the Note or other Liabilities to be due and owing, and although said obligations and liabilities, or any of them, may be contingent or not matured.

7. OTHER DEFINITIONS

7.1. Borrower. "Borrower" means 127th Street Real Estate, LLC, and includes each and all co-makers and co-signers signing the Note, and each of their heirs, representatives, estates, successors and assigns. Borrower may be the same person or entity as the Mortgagor.

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7.2 Collateral. “Collateral” means the Premises, and includes the Improvements, the Goods, the Personal Property, the Accounts and Intangibles, the Rents, the Leases, the Plans, the Contracts, the Insurance and Condemnation Awards, and any and all other security or collateral as described herein or defined or described in any Loan Agreement or Credit Agreement or in any agreement between Mortgagee or Borrower, and Mortgagee, granting or pledging security or collateral for the Note or for any other Liabilities.

7.3 Commercial Security Agreement or Security Agreement. The words “Commercial Security Agreement” or “Security Agreement” mean any and all separate Security Agreements or Commercial Security Agreements by and between Borrower or Mortgagor, and Lender, or between any third party and Lender, to or intended to secure the Liabilities (including but not limited to the Note), as may be amended, modified, replaced, reaffirmed, restated, supplemented or substituted from time to time.

7.4 Default or Event of Default. “Default” or “Event of Default” has the meaning described in this Mortgage; and includes but is not limited to any event of default described in the Note.

7.5 Guarantor. The word “Guarantor” means any and all guarantors, sureties or accommodation makers, jointly and severally, of any of the Liabilities or Indebtedness, including but not limited to the indebtedness due and performance under the Note the Mortgage and the other Liabilities.

7.6 Guaranty. The word “Guaranty” means any and all Guarantys or Commercial Guarantys from Guarantor to Lender, of the indebtedness of Mortgagor or Borrower to the Lender, as may be amended, modified, renewed, restated, or reaffirmed, and of or for payment or performance of the Note and the other Liabilities.

7.7 Liabilities or Indebtedness. “Liabilities” or “Indebtedness” means any and all liabilities, obligations and indebtedness (including future advances and future advances Mortgagee may loan or advance to or on behalf of or for the benefit of Borrower or Mortgagor, together with interest thereon) of Mortgagor or Borrower to Mortgagee (i) under the Note (and any and all restatements, amendments, change in terms agreements, replacements, renewals, extensions, supplements, modifications, refinancings, consolidations, and substitutions thereof or thereto, and any promissory note or agreement which may be taken in whole or partial renewal, substitution or extension thereof), and (ii) under this Mortgage, and (iii) under the other Loan Documents, and under their related documents executed by Mortgagor or Borrower in favor of Mortgagor, and (iv) for any and all Obligations and Liabilities (as defined in any Credit Agreement or Loan Agreement), and for any and all indebtedness and liabilities of Borrower or Mortgagor and their respective subsidiaries under any such Credit Agreement or Loan Agreement, including but not limited to all notes, security agreements and other documents executed pursuant thereto; and (v) for all late charges, prepayment premiums (if any), exit fees (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by the Mortgagee for the benefit of the Mortgagor or Borrower (if any), and any application for letters of

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credit and master letter of credit agreements, together with any extensions, amendments, modifications, renewals or refinancings of any of the foregoing; and (vi) for the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Mortgagor, Borrower, or any other obligor to the Mortgagee which are evidenced or secured by or otherwise provided in the Note, this Mortgage, any Credit Agreement or Loan Agreement, or any of the Loan Documents; and (vii) for all costs of collection, legal expenses, and reasonable attorneys' and paralegals fees incurred or paid by Mortgagee to enforce or in attempting to enforce Mortgagee's rights, remedies and security interests hereunder and under the Note and other Loan Documents, or evidencing any other Liabilities, or for protecting or preserving any Collateral, or for advising the Mortgagee or drafting any documents for the Mortgagee at any time, or to attempt to enforce or enforce or collect the Note or any other Loan Documents or Liabilities, or any other indebtedness of Mortgagor or any guarantor of the Note or any Liabilities, or in the foreclosure repossession, custody, protection, preservation, collection, sale, lease, assembly or other disposition of any collateral for the Note or the Liabilities, whether any of the above Liabilities or Indebtedness, or portions thereof are now or hereafter owing or arising, and however or whenever created, existing or evidenced, and whether direct or indirect, absolute or contingent, primary or secondary, or joint or several.

7.8 Loan Documents. "Loan Documents" means the Note (and any and all restatements, amendments, change in terms agreements, replacements, renewals, extensions, modifications, supplements, refinancings, consolidations, and substitutions thereof or thereto, and any promissory note or agreement which may be taken in whole or partial renewal, substitution or extension thereof), this Mortgage (and any modifications thereof), any Loan Agreement or Credit Agreement, any Guaranty, any separate Assignment(s) of Leases or Rents, any separate Security Agreement(s), and any Environmental Indemnity Agreement, without limitation, and all other instruments, documents or agreements executed at any time by Mortgagor or Borrower or any other party evidencing or setting forth the terms of or security for the Note or Liabilities, including the Collateral and the loan or loans evidenced thereby, whether now or hereafter existing.

7.9 Mortgagor and Mortgagee. The word "Mortgagor" when used herein shall also include Mortgagor's heirs, estates, personal representatives, successors and assigns, and any trustees or receivers. Each Mortgagor shall be jointly and severally obligated hereunder. The word "Mortgagee" includes the successors and assigns of Mortgagee. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor, and shall inure to the benefit of Mortgagee and the successors and assigns of Mortgagee.

7.10 Note. The word "Note" means that certain Real Estate Term Note dated as of April ____, 2021 in the principal sum of \$235,000.00 from Borrower to Lender, together with all of its restatements, amendments, change in terms agreements, replacements, renewals, extensions, modifications, supplements, refinancings, consolidations, and substitutions thereof or thereto, and any promissory note or agreement which may be taken in whole or partial renewal, substitution or extension thereof.

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8. MISCELLANEOUS

8.1. Release of Mortgage. Mortgagee shall release this Mortgage and the lien hereof by proper instrument, upon full payment and discharge of: all amounts due under the Note, Liabilities, and Loan Documents (including this Mortgage), including payment of all reasonable attorneys' and other fees, costs, advances, and expenses incurred by the Mortgagee in connection with the execution of such release. Any such release of this Mortgage shall be subject to and conditioned upon the provisions of Section 4.4 of this Mortgage.

8.2. Waiver of Rights of Redemption and Reinstatement. MORTGAGOR HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULL EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) AND 735 ILCS 5/15-1602 AS NOW ENACTED OR AS MODIFIED SUPERCEDED, AMENDED OR REPLACED, AND UNDER ANY SIMILAR OR OTHER LAW NOW OR HEREAFTER EXISTING CONCERNING REDEMPTION OR REINSTATEMENT, ANY AND ALL RIGHTS OF REDEMPTION AND REINSTATEMENT REGARDING THIS MORTGAGE, ITS FORECLOSURE, AND THE PREMISES, ON MORTGAGOR'S OWN BEHALF AND TO THE EXTENT PERMITTED BY LAW ALSO ON BEHALF OF EACH AND EVERY OTHER PERSON OR ENTITY CLAIMING UNDER MORTGAGOR OR ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. MORTGAGOR AGREES AND ACKNOWLEDGES THAT AS A RESULT OF MORTGAGOR'S WAIVERS HEREIN, MORTGAGOR HAS NO RIGHTS OF REDEMPTION OR REINSTATEMENT WITH RESPECT TO THE LIABILITIES, MORTGAGE OR PREMISES. IN THE EVENT THE PREMISES OR ANY PART THEREOF IS RESIDENTIAL PROPERTY AS DEFINED UNDER THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, AND SUBSEQUENTLY, THE PREMISES CEASE TO QUALIFY AS RESIDENTIAL PROPERTY, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION AND REINSTATEMENT TO THE FULL EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) AND 735 ILCS 5/15-1602, AS NOW ENACTED OR AS MODIFIED, SUPERCEDED, AMENDED OR REPLACED, AND UNDER ANY OR SIMILAR OTHER LAW NOW OR HEREAFTER EXISTING, REGARDING THIS MORTGAGE, ITS FORECLOSURE, THE LIABILITIES, AND THE PREMISES, ON MORTGAGOR'S OWN BEHALF AND TO THE EXTENT PERMITTED BY LAW ALSO ON BEHALF OF EACH AND EVERY OTHER PERSON OR ENTITY CLAIMING UNDER MORTGAGOR OR ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

8.3. Construction; Severability. This Mortgage has been made, executed and delivered to Mortgagee in Lisle, Illinois and shall be construed in accordance with the laws of the State of Illinois without regard to conflicts of law rules. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without

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invalidating the remainder of such provisions or the remaining provisions of this Mortgage or affecting their legality or enforceability.

8.4. Waiver or Amendment in writing. This Mortgage, together with the other Loan Documents, constitutes the entire understanding and agreement of the parties hereto as to the subject matter of this Mortgage. No waiver, amendment, alteration or modification of any of the terms or provisions of this Mortgage shall be deemed to have been made or effective, nor may any of the interests and rights hereby be granted be released, except by a waiver, amendment or modification that is in writing signed by an authorized officer of Mortgagor.

8.5. Other Security Agreement, Harmonization of Conflicts. If Mortgagor has executed and delivered to Mortgagee one or more separate security agreements in connection with the Note or Liabilities, such security agreements and the security interests created thereby are in addition to and not in substitution of this Mortgage and the liens and security interests created hereby, and this Mortgage shall be in addition to and not in substitution of such security agreements and security interests. In all cases, this Mortgage and the aforesaid security agreements shall be applied and enforced in harmony with and in conjunction with each other to the end that Mortgagee realizes fully upon its rights and remedies in each and the liens and security interests created by each. If conflicts exist among this Mortgage and such other security agreements, Mortgagee may elect which of such instruments or their provisions govern with respect to each category of security or collateral encumbered hereby and thereby.

8.6. Notices. Any notice required to be given under this Mortgage, including without limitation any notice of default, shall be given in writing and shall be effective when actually delivered, when actually received by telefacsimile, when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, and directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties. For notice purposes, Mortgagor agrees to keep Mortgagee informed at all times of Mortgagor's current address. Unless otherwise provided or required by law, if there is more than one Mortgagor, any notice given by Mortgagee to any Mortgagor is deemed to be notice given to all Mortgagors.

8.7. Caption Headings. Caption headings in this Mortgage are for reference or convenience purposes only and are not to be used to interpret, define, expand or limit the provisions of this Mortgage.

8.8. Joint and Several Liability. All obligations of Mortgagor under this Mortgage shall be joint and several, and all references to Mortgagor or Grantor shall mean each and every Mortgagor or Grantor; and all references to Borrower shall mean each and every Borrower. This means that each Grantor or Mortgagor signing below is responsible for all obligations of the Mortgagor in this Mortgage.

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8.9. No Waiver by Mortgagee. Mortgagee shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Mortgagee. No delay or omission on the part of Mortgagee in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver by Mortgagee of a provision of this Mortgage shall not prejudice or constitute a waiver of Mortgagee's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage or of any of the Loan Documents. No prior waiver by Mortgagee, nor any course of dealing between Mortgagor and Mortgagee, shall constitute a waiver of any of Mortgagee's rights or of any of Mortgagor's obligations as to any future transactions. Whenever the consent of Mortgagee is required under this Mortgage, the granting of such consent by Mortgagee in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Mortgagee.

8.10. Successors and Assigns. This Mortgage may be assigned or transferred, in whole or in part, by Mortgagee to any person or at any time without notice to or the consent of Mortgagor, Mortgagor may not assign or transfer this Mortgage or any of its rights hereunder without the prior written consent of Mortgagee. This Mortgage shall inure to the benefit of and be binding upon the parties hereto and their permitted assigns.

8.11. No Merger. In the event that Mortgagee's interest under this Mortgage and title to the Premises or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Premises for the amounts secured hereby unless expressly provided otherwise in writing executed by the person in whom such interests, title, and estate are vested.

8.12. Severability. If any term or provision of this Mortgage is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

[signature page to follow]

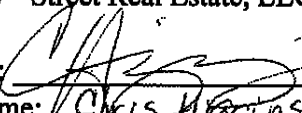
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8.13 Waiver of Trial by Jury. THE MORTGAGEE AND THE MORTGAGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH THEIR RESPECTIVE COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE, THE NOTE, ANY LOAN OR CREDIT AGREEMENT, THE LOAN DOCUMENTS, ANY SECURITY AGREEMENT, ANY OF THE LIABILITIES OF MORTGAGOR, THE COLLATERAL, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE MORTGAGEE AND THE MORTGAGOR ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE GRANTING ANY FINANCIAL ACCOMMODATION TO THE MORTGAGOR AND ACCEPTING THIS MORTGAGE.

MORTGAGOR ACKNOWLEDGES HAVING READ ALL PROVISIONS OF THIS MORTGAGE, AND AGREES TO ITS TERMS.

MORTGAGOR-GRANTOR:

127th Street Real Estate, LLC

By: 
 Name: Chris Higgins
 Its: manager

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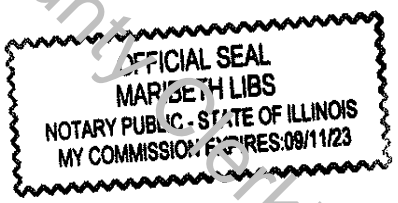
STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Chris Higgins, as the Manager of 127th St Real Estate LLC, an Illinois LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chris Higgins, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said LLC as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of April, 2021.

Margeth Libs
Notary Public

My Commission Expires: 9/11/23



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**EXHIBIT A
TO
MORTGAGE, SECURITY AGREEMENT AND
FINANCING STATEMENT**

Legal Description

UNIT 2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LEMONT COURTYARD OFFICE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25197314, IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 15419 East 127th Street,
Lemont, IL 60439

Permanent Tax Index Number(s): 22-29-402-019-1002

Property of Cook County Clerk's Office

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**EXHIBIT B
TO
MORTGAGE, SECURITY AGREEMENT AND
FINANCING STATEMENT**

Permitted Exceptions

1. General real estate taxes for the year 2020 and each year thereafter not yet due and payable.

Property of Cook County Clerk's Office