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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

Doc#: 2115939129 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 06/08/2021 10:55 AM Pg: 1 of 26

The property identified as: **PIN: 14-20-114-031-0000**

**Address:**

**Street:** 3734 N Southport Ave

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60613

**Lender:** Northeast Bank

**Borrower:** Unity Southport LLC

**Loan / Mortgage Amount:** \$900,000.00

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

First American Title  
File 3084086

3064

**Certificate number:** DF568B94-8B3D-4B50-B63E-18077D2A6EAD

**Execution date:** 5/7/2021

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This Instrument Was Prepared By,  
Record and Return To:

Riemer & Braunstein LLP  
71 South Wacker Drive, Suite 3515  
Chicago, Illinois 60606  
Attention: Phillip J. Block, Esq.

Permanent Tax Index Number(s):

14-20-114-031-0000

Property Address:

3734 N. Southport Ave., Chicago, Illinois

(RESERVED)

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

MORTGAGOR: UNITY SOUTHPORT LLC, an Illinois limited liability company

MORTGAGEE: NORTHEAST BANK

DATE: May 7, 2021

THIS DOCUMENT SECURES OBLIGATIONS WHICH CONTAIN A PROVISION FOR A VARIABLE RATE OF INTEREST.

THE NAMES OF DEBTOR AND SECURED PARTY, THE MAILING ADDRESS OF SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED, THE MAILING ADDRESS OF DEBTOR AND A STATEMENT INDICATING THE TYPES, OR DESCRIBING THE ITEMS, OF COLLATERAL ARE AS DESCRIBED IN SECTION 17 BELOW, IN COMPLIANCE WITH THE REQUIREMENTS OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE, AS ENACTED IN THE STATE OF ILLINOIS. THIS DOCUMENT SERVES AS A FIXTURE FILING UNDER THE ILLINOIS UNIFORM COMMERCIAL CODE, CHAPTER 810 ILCS 5/9-502 (b) ET SEQ.

**FIRST AMERICAN TITLE**

**FILE #** 3084086

3084

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

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") made as of May 7, 2021 (the "Effective Date") by and from **UNITY SOUTHPORT LLC**, an Illinois limited liability company having an address at 90 East End Ave., Apt. 14A, New York, New York 10028 ("Mortgagor") to and for the benefit of **NORTHEAST BANK**, having a place of business at 200 Berkeley Street, 17<sup>th</sup> Floor, Boston, Massachusetts 02116 ("Mortgagee" or "Lender").

### WITNESSETH:

This Mortgage is granted pursuant to the terms, provisions and conditions of that certain Loan Agreement dated as of January 12, 2017 (as amended and in effect, the "Loan Agreement", and together with all documents, instruments and agreements executed in connection therewith, the "Loan Documents") by and among Unity Funding SPE 2, LLC, a New York limited liability company ("Unity" and together with Mortgagor, collectively and singularly, the "Obligors") and the Lender. Capitalized terms used herein which are not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement. The term Mortgagor shall include, wherever the context permits, its successors and assigns. The term Mortgagee or Lender shall include, wherever the context permits, its successors and assigns as the holder for the time being of this Mortgage and the Note (as hereinafter defined) and other Obligations (as hereinafter defined) hereby secured.

KNOW ALL MEN BY THESE PRESENTS that as of the Effective Date Mortgagor, for consideration paid, hereby GRANTS, BARGAINS, WARRANTS, CONVEYS, TRANSFERS, ASSIGNS AND SETS-OVER unto Mortgagee and grants a security interest in all of Mortgagor's right, title and interest in all of the MORTGAGED PROPERTY (as defined below), in order to secure the OBLIGATIONS (as defined below).

The term "Mortgaged Property" shall mean and include all of the following described property:

A. Real Estate. The fee simple estate of Mortgagor in and to the land located in Cook County, Illinois and more particularly described on Exhibit A which is annexed hereto and made a part hereof ("Land"), together with the improvements and other structures now or hereafter situated thereon (such improvements being sometimes collectively called the "Improvements") commonly known as and numbered 3734 N. Southport Ave., Chicago, Illinois 60613, together with all rights, privileges, tenements, hereditaments, appurtenances, easements, including, but not limited to, rights and easements for access and egress and utility connections, and other rights now or hereafter appurtenant thereto (collectively, the "Real Estate");

B. Fixtures. All real estate fixtures, personal property or items which by agreement of the parties may be deemed to be such fixtures, now or hereafter owned by Mortgagor, or in which Mortgagor has or hereafter obtains an interest, and now or hereafter located in or upon the Real Estate, or now or hereafter attached to, installed in, or used in connection with any of the Real Estate, including, but not limited to, any and all portable or sectional buildings, bathroom, plumbing, heating, lighting, refrigerating, ventilating and air-conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, furnaces, stoves, tanks, motors, sprinkler and fire detection and extinguishing systems, doorbell

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furnaces, stoves, tanks, motors, sprinkler and fire detection and extinguishing systems, doorbell and alarm systems, window shades, screens, awnings, screen doors, storm and other detachable windows and doors, mantels, partitions, built-in cases, counters and other fixtures whether or not included in the foregoing enumeration, all building equipment, materials and supplies of any nature whatsoever, all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Mortgagor, or in which Mortgagor has or shall have an interest, all as now or hereafter used or furnished in operating the Mortgaged Property, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate (collectively, the "Fixtures");

C. Additional Appurtenances. All bridges, easements, rights of way, licenses, privileges, hereditaments, permits and appurtenances hereafter belonging to or enuring to the benefit of the Real Estate and all right, title and interest of Mortgagor in and to the land lying within any street or roadway adjoining any of the Real Estate and all right, title and interest of Mortgagor in and to any vacated or hereafter vacated streets or roads adjoining any of the Real Estate and any and all reversionary or remainder rights (collectively, the "Additional Appurtenances");

D. Awards. All of the right, title and interest of Mortgagor in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of any of the Real Estate or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, including, without limitation, any award or awards, or settlements or payments, or other compensation hereafter made resulting from (x) condemnation proceedings or the taking of the Real Estate, or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, or any part thereof, under the power of eminent domain, or (y) the alteration of grade or the location or discontinuance of any street adjoining the Land or any portion thereof, or (z) any other injury to or decrease in value of the Mortgaged Property (collectively, the "Awards");

E. Leases. All leases now or hereafter entered into of the Real Estate, or any portion thereof (collectively, the "Leases"), and all rents, issues, profits, revenues, earnings and royalties therefrom, and all right, title and interest of Mortgagor thereunder, including, without limitation, cash, letters of credit, or securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder, whether such cash, letters of credit, or securities are to be held until the expiration of the terms of such leases or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collect the rents thereunder (collectively, the "Rents"); and

F. Personal Property. All tangible and intangible personal property now owned or at any time hereafter acquired by Mortgagor of every nature and description, and used in any way in connection with the Real Estate, the Fixtures, the Additional Appurtenances, or any other portion of the Mortgaged Property, including, without limitation express or implied upon the generality of the foregoing, all Equipment, Goods, Inventory, Fixtures, Accounts, Instruments, Documents and General Intangibles (as each such capitalized term is defined in the Uniform Commercial Code in effect in the state where the Real Estate is situated (as amended from time to time, the "UCC")) and further including, without any such limitation, the following whether or not included in the foregoing: materials; supplies; furnishings; chattel paper; money; bank

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accounts; security deposits; utility deposits; any insurance or tax reserves deposited with Lender; any cash collateral deposited with Lender; claims to rebates, refunds or abatement of real estate taxes or any other taxes; contract rights; plans and specifications; licenses, permits, approvals and other rights; the rights of Mortgagor under contracts with respect to the Real Estate or any other portion of the Mortgaged Property; signs, brochures, advertising, the name by which the Mortgaged Property is known and any variation of the words thereof, and good will; copyrights, service marks, and all goodwill associated therewith; and trademarks; all proceeds paid for any damage or loss to all or any portion of the Real Estate, the Fixtures, the Additional Appurtenances, any other Personal Property or any other portion of the Mortgaged Property (collectively, the "Insurance Proceeds"); all Awards; all Leases; all Rents, all books and records; and all proceeds, products, additions, accessions, substitutions and replacements to any one or more of the foregoing (collectively, the "Personal Property").

G. Other Rights. Any and all other rights of Mortgagor in and to the items set forth in clauses A through F above.

The term "Obligations" shall mean and include:

A. The payment of the principal sum, interest at fixed or variable rates, charges and indebtedness evidenced by that certain Promissory Note in the original principal amount of \$900,000.00 given by Unity to the order of Lender dated as of June 15, 2018, including any extensions, renewals, replacements, modifications and amendments thereof (the "Note");

B. All present and future indebtedness and obligations of Obligors to Lender under the Loan Agreement and the other Loan Documents;

C. The payment, performance, discharge and satisfaction of each covenant, warranty, representation, undertaking and condition to be paid, performed, satisfied and complied with by Mortgagor under and pursuant to this Mortgage or the Loan Agreement and also by Obligors under and pursuant to each of the other Loan Documents referred to in, or executed in connection with, the Loan Agreement;

D. The payment of all costs, expenses, legal fees and liabilities incurred by Lender in connection with the enforcement of any of Lender's rights or remedies under this Mortgage, the Loan Agreement, the other Loan Documents, or any other instrument, agreement or document which evidences or secures any other obligations or collateral therefor, whether now in effect or hereafter executed;

E. The payment, performance, discharge and satisfaction of all other liabilities and obligations of Obligors to Lender, whether now existing or hereafter arising, direct or indirect, absolute or contingent, and including, without limitation express or implied upon the generality of the foregoing, each liability and obligation of Obligors under any one or more of the Loan Documents and any amendment, extension, modification, replacement or recasting of any one or more of the instruments, agreements and documents referred to herein or therein or executed in connection with the transactions contemplated hereby or thereby; and

It is the intention of the parties hereto that this Mortgage shall secure the performance and observance by Obligors, as applicable, of all covenants and conditions in the Loan Agreement and Note, in any renewals, extensions or modifications thereof, in this Mortgage, and in the other Loan Documents.

Mortgagor hereby grants to Lender a continuing security interest in all of the Mortgaged

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Property in which a security interest may be granted under the UCC including, without limitation, the Fixtures and the Personal Property, together with all proceeds and products, whether now or at any time hereafter acquired and whether or not used in any way in connection with the development, construction, marketing or operation of the Real Estate, to secure all Obligations.

Mortgagor covenants, warrants, represents and agrees with Lender, its successors and assigns, that:

1. Title. Mortgagor has good record and marketable title to the Mortgaged Property and has good right, full power and lawful authority to grant and convey the same in the manner aforesaid; and that the Mortgaged Property is free and clear of all encumbrances and exceptions, except for the schedule of exceptions, if any, listed in the title insurance policy insuring Lender's interest in the Mortgaged Property (the "Permitted Title Exceptions"). Mortgagor shall make any further assurances of title that Lender may in good faith require including, without limitation, such further instruments as may be requested by Lender to confirm the assignment to Lender of all Awards.
2. Performance of Obligations. Mortgagor shall pay the Note and interest thereon as the same shall become due and payable, and Obligors, as applicable, shall pay and perform and observe all of the obligations and conditions set forth in each of the Note, this Mortgage, the Loan Agreement, and each of the other Loan Documents or other agreements, if any, executed by Obligors in connection with the Loan.
3. Protection and Maintenance. Mortgagor shall protect and maintain, or cause to be maintained, in good condition at all times, the buildings and structures now standing or hereafter erected on the Mortgaged Property, and any additions and improvements thereto, and all Personal Property now or hereafter situated therein, and the utility services, the parking areas and access roads, and all building fixtures and equipment and articles of personal property now or hereafter acquired and used in connection with the operation of the Mortgaged Property, Mortgagor shall promptly replace any of the aforesaid which may become lost, destroyed or unsuitable for use with other property of similar character.
4. Insurance Coverages. Mortgagor shall insure the Mortgaged Property and the operation thereof with such coverages and in such amounts as are required by the provisions of the Loan Agreement and shall at all times keep such insurance in full force and effect and pay all premiums therefor annually, in advance. The original or certified copies of all such policies of insurance (or certificates or binders thereof issued by the insurer in form, content and manner of execution reasonably satisfactory to Lender) shall be delivered to Lender, and Mortgagor shall deliver to the Lender a new policy or certified copy thereof (or such a certificate) as replacement for an expiring policy (or such a certificate) required to be deposited hereunder together with proof of payment of the premiums therefor annually in advance at least fifteen (15) days before the date of such expiration. Mortgagor hereby irrevocably appoints Lender its true and lawful attorney-in-fact, with full power of substitution, to assign any such policy in the event of the foreclosure of this Mortgage.

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5. Insurance Proceeds. Subject to the provisions of the Loan Agreement relating to the application of insurance proceeds, the proceeds of any hazard insurance shall be applied to or toward the indebtedness secured hereby in such order as Lender may determine. Notwithstanding anything in this Section 5 to the contrary, however, if the insurer denies liability to Mortgagor, Mortgagor shall not be relieved of any obligation under Section 3 of this Mortgage.
6. Eminent Domain. Subject to the provisions of the Loan Agreement relating to the application of condemnation proceeds, the Awards of damages on account of any condemnation for public use of, or injury to, the Mortgaged Property shall be paid to Lender; such Awards shall, at the option of Lender, be applied to or toward the indebtedness secured hereby in such order as Lender may determine, or in the case of a partial taking, at Lender's discretion, may be so applied or released to Mortgagor upon such conditions as Lender may prescribe to be applied to restoration of that part of the Mortgaged Property which remains, but not more than such portion of such Awards as may be required to restore or repair such damage or injury shall be so released; and any balance remaining shall be applied by Lender to or toward the indebtedness secured hereby in such order as Lender may determine.
7. No Waste; Compliance With Law. Mortgagor shall not commit or suffer any strip or waste of the Mortgaged Property, or any portion thereof, or any violation of any law, rule, regulation, ordinance, license or permit, or the requirements of any licensing authority affecting the Mortgaged Property or any business conducted thereon, and shall not commit or suffer any demolition, removal or material alteration of any of the Mortgaged Property (except (i) for the replacement of Fixtures and Personal Property in the ordinary course of business, so long as items of comparable value and quality are installed free and clear of liens in favor of any other party and (ii) any tenant property or other fixtures or personal property permitted to be removed by tenant under any leases), without the express prior written consent of Lender in each instance which consent shall not be unreasonably withheld or delayed, and shall not violate nor suffer the violation of the covenants and agreements, if any, of record against the Mortgaged Property, and in all respects Mortgagor shall do all things necessary to comply with, and keep in full force and effect all licenses, permits and other governmental authorizations for the operation of the Mortgaged Property for its intended purposes, including, without limitation express or implied, the licenses, permits and authorizations referenced in the Loan Agreement.
8. Payment of Taxes and Prevention of Liens. Mortgagor shall pay before delinquent or before any penalty for nonpayment attaches thereto, all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon the Mortgaged Property or any part thereof, or upon the rents, issues, income or profits thereof or upon the lien or estate hereby created, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes. Mortgagor may apply for tax abatements and prosecute diligently and in good faith claims for refund so long as: (i) no additional taxes, interest thereon or penalties are incurred thereby, (ii) a sufficient tax reserve fund as determined by Lender in good faith has been deposited with Lender, and (iii) no proceedings are instituted to divest Mortgagor of title to all or any portion of the Mortgaged Property. Mortgagor shall pay

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all sums which, if unpaid, may result in the imposition of a lien on the Mortgaged Property before such lien may attach (except that real estate taxes need not be paid prior to the due date thereof) or which may result in conferring upon a tenant of any part or all of the Mortgaged Property a right to recover such sums as prepaid rent.

9. Due On Sale; No Other Encumbrances; No Transfer of Ownership Interests; Failure to Comply with Permitted Title Exceptions. Except as otherwise specifically provided for in the Loan Agreement, or in this Mortgage, it shall be an Event of Default under the Loan Agreement, a breach of the conditions of this Mortgage and an event permitting Lender to accelerate all indebtedness secured hereby, if, without Lender's prior written consent in each instance, which consent may be granted, withheld or conditionally granted, in Lender's sole discretion: (a) there is any sale, conveyance, transfer or encumbrance of, or lien imposed upon (which lien is not removed or bonded within thirty (30) days after its filing), all or any portion of the Mortgaged Property; or (b) there is any transfer or assignment of, or grant of any security interest in, any of the direct or indirect ownership interests in Obligors; or (c) there is a failure to comply with the provisions of, or there is a default under, any of the Permitted Title Exceptions unless cured within any applicable grace period provided for in the applicable Permitted Title Exception.
10. Lender's Rights. If Mortgagor shall neglect or refuse: (a) to maintain and keep in good repair the Mortgaged Property or any part thereof as required by this Mortgage or the Loan Agreement, or (b) to maintain and pay the premiums for insurance which may be required by this Mortgage or the Loan Agreement, or (c) to pay and discharge all taxes of whatever nature, assessments and charges of every nature and to whomever assessed, as required by this Mortgage or the Loan Agreement, or (d) to pay the sums required to be paid by this Mortgage or the Loan Agreement or (e) to satisfy any other terms or conditions of this Mortgage, or any instrument secured hereby, Lender may, at its election in each instance, but without any obligation whatsoever to do so, upon thirty (30) days prior written notice (except in the case of (i) an emergency where there is danger to person or property, or (ii) required insurance coverage would lapse, or (iii) an Event of Default exists, in each of which events no notice shall be required), cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments, charges, and sums, incur and pay reasonable amounts in protecting its rights hereunder and the security hereby granted, pay any balance due under any conditional agreement of sale (or lease) of any property included as a part of the Mortgaged Property, and pay any amounts as Lender deems reasonably necessary or appropriate to satisfy any term or condition of this Mortgage, which Mortgagor shall have failed to satisfy, or to remedy any breach of such term or condition, and any amounts or expenses so paid or incurred, together with interest thereon from the date of payment by Lender at the Default Rate as provided in the Note or Loan Agreement shall be immediately due and payable by Mortgagor to Lender and until paid shall be secured hereby equally and ratably, and the same may be collected as part of said principal debt in any suit hereon or upon the Note. No payment by Lender shall relieve Mortgagor from any default hereunder or impair any right or remedy of Lender consequent thereon.
11. Certain Expenses. If any action or proceeding is commenced, including, without limitation, an action to foreclose this Mortgage or to collect the debt hereby secured, to



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which action or proceeding Lender is made a party by reason of the execution of this Mortgage, or by reason of any obligation which it secures, or by reason of entry or any other action under this Mortgage, or if in Lender's judgment it becomes necessary in connection with legal proceedings or otherwise to defend or uphold the mortgage hereby granted or the lien hereby created or any act taken to defend or uphold the mortgage hereby granted or the lien hereby created or any act taken under this Mortgage, all sums reasonably paid or incurred by Lender for the expense of any litigation or otherwise, in connection with any rights created by this Mortgage or any other Loan Document, shall be paid by Mortgagor, or may at the option of Lender, if not so paid, be added to the debt secured hereby and shall be secured hereby equally and ratably and shall bear interest until paid at the Default Rate set forth in the Note or the Loan Agreement.

12. Declaration of Subordination. At the option of Lender, which may be exercised at any time or from time to time, by written notice to Mortgagor and to any applicable tenant, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or condemnation proceeds), to any and all leases of all or any part of the Mortgaged Property upon the execution by Lender and recording or filing thereof, at any time hereafter in the appropriate official records of the county wherein the Mortgaged Property are situated of a unilateral declaration to that effect.
13. Further Assignment by Mortgagor. Mortgagor hereby further assigns to Lender as security for the Obligations Mortgagor's lessor interests in any or all leases, now or hereafter outstanding, and to the extent it may lawfully do so Mortgagor's interests in all agreements, contracts, licenses and permits, now or hereafter outstanding, affecting all or any portion of the Mortgaged Property. Mortgagor shall execute, acknowledge and deliver such further or confirmatory assignments thereof, by instruments in form satisfactory to the Lender, as Lender may reasonably require. Mortgagor hereby authorizes Lender in the event of foreclosure, to sell and assign said interests to the purchaser at foreclosure, but neither such assignment nor any such future assignment shall be construed as binding Lender to any lease, agreement, contract, license or permit so assigned, or to impose upon Lender any obligations with respect thereto. Mortgagor hereby irrevocably appoints Lender, or any agent designated by Lender, the true and lawful attorney-in-fact of Mortgagor, with full power of substitution, to execute, acknowledge and deliver any such assignment on behalf of Mortgagor which Mortgagor fails or refuses to do. In the event of any conflict between the provisions of this Section and any of the other Loan Documents, the Lender shall have the right, from time to time, to determine which provision shall govern.
14. Security Agreement; UCC Filing.

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14.1 Security Agreement. This Mortgage shall be deemed a "Security Agreement" as defined in the UCC, and creates a security interest in favor of Lender, in all property including, without limitation, (a) all sums at any time on deposit for the benefit of Mortgagor or held by Lender (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Mortgaged Property or may not constitute a "fixture" (within the meaning of Chapter 810 ILCS 5/9-102(41) of the UCC) which property is hereinafter referred to as "Personal Property", and all replacements of, substitutions for, additions to and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "Collateral"), and that a security interest in and to the Collateral is hereby granted to Lender, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Lender, all to secure payment of the Obligations.

14.2 UCC Filing. Mortgagor upon Lender's written request shall promptly cause this Mortgage and any required financing statements to be recorded and re-recorded, registered and re-registered, filed and re-filed at such times and places as may be required by law or reasonably deemed advisable by Lender to create, preserve or protect the priority hereof and of any lien created hereby upon the Mortgaged Property or any part thereof; and Mortgagor shall from time to time do and cause to be done all such things as may be required by Lender, or required by law, including all things which may from time to time be necessary under the UCC fully to create, preserve and protect the priority hereof and of any lien created hereby upon said property. Mortgagor hereby irrevocably appoints Lender, or any agent designated by Lender, the true and lawful attorney-in-fact of Mortgagor, with full power of substitution, to execute, acknowledge and deliver any such things on behalf of Mortgagor which Mortgagor fails or refuses to do.

From the date of its recording, this Mortgage shall be effective as a fixture financing statement within the purview of Chapter 810 ILCS 5/9-502(b) of the UCC with respect to the Collateral and the goods described herein, which goods are or are to become fixtures related to the Mortgaged Property. The addresses of Mortgagor (Debtor) and Lender (Secured Party) are set forth below. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or the counties where the Mortgaged Property is located. For this purpose, the following information is set forth:

- (a) The name and identity or organizational structure of Debtor is:

Unity Southport LLC, an Illinois Limited Liability Company

- (b) The chief executive office and mailing office of Debtor is:

Unity Southport LLC  
 Attn: Evan Bell  
 90 East End Ave., Apt. 14A  
 New York, NY 10028

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- (c) This document covers goods which are or are to become fixtures and is to be filed in the real property records of Cook County, Illinois.
- (d) A description of the real property to which the collateral is related is attached hereto as Exhibit A.
- (e) The name and address of Secured Party is:

Northeast Bank  
200 Berkeley Street, 17<sup>th</sup> Floor  
Boston, Massachusetts 02116

14.3 Collateral in Possession of Third Party; Change of Location. Debtor agrees that:

i Where Collateral is in possession of a third party, Mortgagor will join with Lender in notifying the third party of Lender's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender;

ii Mortgagor will cooperate with Lender in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

iii Until the Obligations are paid in full, Mortgagor will not change the state where it is located or change its company name without giving Lender at least thirty (30) days prior written notice in each instance.

15. Right to Deal with Successor. Lender may, without notice to any person, deal with any successor in interest of Mortgagor herein regarding this Mortgage and the debt hereby secured in all respects as it might deal with Mortgagor herein, without in any way affecting the liability hereunder or upon the Obligations hereby secured of any predecessor in interest of the person so dealt with; and no sale of the Mortgaged Property hereby mortgaged, nor any forbearance on the part of Lender, nor any extension by Lender of the time for payment of the debt hereby secured, shall operate to release, discharge, modify, change or affect the original liability of any predecessor in interest of the equity owner at the time of such sale, forbearance or extension.

16. Acceleration of Debt. If there is an Event of Default under the Note or the Loan Agreement or if an event occurs which pursuant to the Note or the Loan Agreement entitles Lender to accelerate the loan (the "Loan") evidenced by the Note, then, at the option of Lender, the entire indebtedness hereby secured shall become immediately due and payable without further notice.

17. Additional Rights of Lender.

17.1 Enter and Perform. Mortgagor authorizes Lender, in addition to all other rights granted by law or by this Mortgage, or by any of the other Loan Documents, whenever and as long as any default hereunder or under the Loan Agreement shall exist

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and remain uncured beyond the applicable grace period, if any, and without notice beyond the notice, if any, required to be given by the terms of the Note or the Loan Agreement, or upon the occurrence of an Event of Default under the Loan Agreement, to enter and take possession of all or any part of the Mortgaged Property and to use, lease, operate, manage and control the same and conduct the business thereof, and perform lessor's obligations under any lease or Mortgagor's obligations under any other agreement affecting all or any part of the Mortgaged Property, and collect the rents, profits and all receipts of every nature therefrom as Lender shall deem best.

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

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redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser.

17.3 Foreclosure Sale. In the event of any foreclosure sale of the Mortgaged Property, the same may be sold in one or more parcels. Lender may be the purchaser at any foreclosure sale of the Mortgaged Property or any part thereof.

17.4 Repairs and Improvements. Upon every such entry as contemplated by Section 20.1 hereof, Lender may from time to time at the expense of Mortgagor make all such repairs, replacements, alterations, additions and improvements to the Mortgaged Property as Lender may deem proper, but in no event shall Lender be obligated to do so, and may, but shall not be obligated to, exercise all rights and powers of Mortgagor, either in the name of Mortgagor, or otherwise as Lender shall determine. Without limitation express or implied upon the generality of the foregoing, Lender shall have the right to do all things necessary or desirable in order to keep in full force and effect all applicable licenses, permits and authorizations and any amendments thereto.

17.5 Pay Costs and Expenses. Upon such entry as contemplated by Section 20.1 hereof, Lender may, at its option, but without any obligation to do so, do any one or more of the following: pay and incur all expenses necessary or deemed by it appropriate for the holding and operating of the Mortgaged Property, the conduct of any business thereon, the maintenance, repair, replacement, alteration, addition and improvement of the Mortgaged Property, including without limitation payments of taxes, assessments, insurance, wages of employees connected with the Mortgaged Property or any business conducted thereon, charges and reasonable compensation for services of Lender, its attorneys and accountants and all other persons engaged or employed in connection with the Mortgaged Property or of any business conducted thereon and, in addition, Lender, at its option, may, but shall not be obligated to, make payments or incur liability with respect to obligations arising prior to the date it takes possession.

17.6 Add to Secured Indebtedness. All obligations so paid or incurred by Lender shall be reimbursed or paid for by Mortgagor upon demand and prior to the repayment thereof shall be added to the debt secured hereby and shall bear interest at the Default Rate provided for in the Loan Agreement or the Note, and shall be secured hereby equally and ratably. Lender may also reimburse itself therefor from the income or receipts of the Mortgaged Property or any business conducted thereon, or from the sale of all or any portion of the Mortgaged Property. Lender may also apply toward any of the Obligations any tax or insurance reserve account, deposit or any sum credited or due from Lender to Mortgagor without first enforcing any other rights of Lender against Mortgagor or the against any endorser or guarantor of any of the Obligations or against the Mortgaged Property.

17.7 Attorney-In-Fact. To the greatest extent not prohibited by applicable law, Mortgagor hereby irrevocably constitutes and appoints Lender, or any agent designated by Lender, for so long as this Mortgage remains undischarged of record (which appointment herein is immediate but is exercisable only upon the occurrence and continuation of an Event of Default, as attorney-in-fact of Mortgagor to execute,

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acknowledge, seal and deliver all instruments, agreements, deeds, certificates and other documents of every nature and description in order to carry out or implement the exercise of Lender's rights hereunder and under the other Loan Documents.

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17.8 Foreclosure and other Remedies. Upon the occurrence and during the continuance of any Event of Default, and whether or not Lender shall have accelerated the maturity of the Obligations pursuant to Loan Agreement, Lender, at its option, may:

i institute an action of mortgage foreclosure whether by sale, entry or in any other manner provided for hereunder in accordance with the laws of the State of Illinois, including but not limited to the Illinois Mortgage Foreclosure Act (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) (as may be amended from time to time, the "Act"), or take such other action at law or in equity for the enforcement of this Mortgage and realization on the Mortgaged Property or any other security herein or elsewhere provided for, as applicable law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt with interest at the rate(s) stipulated in the Loan Agreement, together with all other sums due from Mortgagor in accordance with the provisions of the Loan Agreement and this Mortgage, including all sums which may have advanced by Lender for taxes, water, or sewer rents, other lienable charges or claims, insurance or repairs or maintenance after the date of this Mortgage (including the period after the entry of any judgment in mortgage foreclosure or other judgment entered pursuant to this Mortgage or any other Loan Document), and all reasonable costs of suit, including counsel fees. Mortgagor authorizes Lender at its option to foreclose this Mortgage, subject to the rights of any tenants under the Leases, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be asserted by Mortgagor as a defense to any proceedings instituted by Lender to recover the indebtedness secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property; however, nothing herein contained shall prevent Mortgagor from asserting in any proceedings disputing the amount of the deficiency or the sufficiency of any bid at such foreclosure sale that any such tenants adversely affect the value of the Mortgaged Property;

ii either with or without entering upon or taking possession of the Mortgaged Property, demand, collect and receive any or all revenues from the Mortgaged Property;

iii take possession of all or any part of the Personal Property, and for such purpose Lender may, so far as Mortgagor can give authority, enter upon any premises on which the Personal Property or any part thereof may be situated and remove the same;

iv either with or without taking possession of the Personal Property, sell, lease or otherwise dispose of the Personal Property in its then condition or following such preparation as Lender deems advisable;

v either with or without entering upon or taking possession of the Mortgaged Property, and without assuming any obligations of Mortgagor thereunder, exercise the rights of Mortgagor under, use or benefit from, any of the Leases;

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vi in person, by agent or by court-appointed receiver, enter upon, take possession of, and maintain full control of the Mortgaged Property in order to perform all acts necessary or appropriate to maintain and operate the Mortgaged Property, including, but not limited to, the execution, cancellation or modification of Leases, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, all on such terms as Lender, in its sole discretion, deems proper or appropriate;

vii proceed by a suit or suits in law or in equity or by other appropriate proceeding to enforce payment of the Obligations or the performance of any term, covenant, condition or agreement of this Mortgage or the Loan Agreement or any of the other Loan Documents, or any other right, and to pursue any other remedy available to it, all as Lender shall determine most effectual for such purposes;

viii institute and maintain such suits and proceedings as Lender may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage, to preserve or protect its interest in the Mortgaged Property and the revenues, and to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that would impair the security hereunder or be prejudicial to the interest of Lender;

ix apply all or any portion of the Mortgaged Property, or the proceeds thereof, towards (but not necessarily in complete satisfaction of) the Obligations, in the manner set forth in the Loan Agreement;

x exercise any other right or remedy of a mortgagee or lender under the laws of the State of Illinois.

18. Compliance with the Illinois Mortgage Foreclosure Law. Notwithstanding anything to the contrary contained in this Mortgage, and without in anyway limiting the generality of any of the provisions contained herein:



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

18.2 Mortgagor and Lender shall have the benefit of all of the provisions of the IMF Law, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the IMF Law which is specifically referred to herein may be repealed, Lender shall have, to the greatest extent not prohibited by applicable law, the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

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

18.4 All advances, disbursements and expenditures made or incurred by Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage, the other Loan Documents or by the IMF Law (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the IMF Law, including, without limitation, those provisions of the IMF Law herein below referred to:

i all advances by Lender in accordance with the terms of this Mortgage or the other Loan Documents to: (1) preserve, maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (2) preserve the lien of this Mortgage or the priority thereof; or (3) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1362 of the IMF Law;

ii payments by Lender of (1) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance (provided that nothing in this section shall be construed as authorizing the existence of any senior mortgage or other prior lien or encumbrance); (2) real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (3) other obligations authorized by this Mortgage; or (4) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the IMF Law;

iii advances by Lender in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens (provided that nothing in this section shall be construed as authorizing the existence of any senior mortgage or other prior lien);

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iv attorneys' fees and other costs incurred: (1) in connection with the foreclosure of this Mortgage as referred to in Sections 1504(d) and 15-1510 of the IMF Law; (2) in connection with any action, suit or proceeding brought by or against Lender for the enforcement of this Mortgage or arising from the interest of Lender hereunder; or (3) in preparation for or in connection with the commencement, prosecution or defense of any other action related to this Mortgage or the Mortgaged Property;

v Lender's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection 15-1508(b)(1) of the IMF Law;

vi expenses deductible from proceeds of sales referred to in Subsections 15-1512(a) and (b) of the IMF Law; and

vii expenses incurred and expenditures made by Lender for any one or more of the following: (1) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Subsection 15-1704(c)(1) of the IMF Law; (2) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (3) payments deemed by Lender to be required for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; and (4) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property.

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

ix This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the IMF Law.

x All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the IMF Law, apply to and be included in:

(A) any determination of the amount of indebtedness secured by this Mortgage at any time;

(B) the indebtedness found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such

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entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(C) if the right of redemption has not been waived by this Mortgage, computation of the amount required to redeem, pursuant to Subsections 5-1603(d)(2) and (e) of the IMF Law;

(D) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the IMF Law;

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

(F) computation of any deficiency judgment pursuant to Subsections 15-1508(b)(2), 15-1508(e) and Section 15-1511 of the IMF Law.

18.5 In addition to any provision of this Mortgage authorizing Lender to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 15-1701 and 15-1702 of the IMF Law, to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities and duties as provided for in Sections 15-1701, 15-1703 and 15-1704 of the IMF Law.

19. Contest of Laws. Subject always to the additional terms and conditions set forth in the Loan Agreement, Mortgagor shall have the right to contest by appropriate legal proceedings, but without cost or expense to Lender, the validity of any Legal Requirements affecting the Mortgaged Property subject to the provisions of the Loan Agreement dealing with the right to contest, but only if compliance may be so contested without: (a) the imposition of any charge, lien or liability against the Mortgaged Property, (b) the loss or suspension of any license, right or permit with respect to the Mortgaged Property, and (c) causing any Event of Default to exist under the Loan Agreement or any other Loan Document. Subject to the foregoing, Mortgagor may postpone compliance therewith until the final determination of any such proceedings, provided it shall be prosecuted with due diligence and dispatch, and if any lien or charge is incurred, Mortgagor may, nevertheless, make the contest and delay compliance, provided Lender is furnished with security satisfactory to Lender in its sole and absolute discretion against any loss or injury by reason of such noncompliance or delay and provided further that the same is and may be done without causing any Event of Default to exist under the Loan Agreement or any of the other Loan Documents.
20. Notices. Any demand, notice or request by either party to the other shall be given in the manner provided therefor in the Loan Agreement.
21. Lender Not Obligated; Cumulative Rights. Nothing in this instrument shall be construed as obligating Lender to take any action or incur any liability with respect to the Mortgaged Property or any business conducted thereon, and all options given to Lender are for its benefit and shall and may be exercised in such order and in such combination

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as Lender in its sole discretion may from time to time decide.

22. Severability. In case any one or more of the provisions of this Mortgage, the Note, the Loan Agreement, any of the other Loan Documents, or any other agreement now or hereafter executed in connection with any one or more of the foregoing are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. Each of the provisions of every such agreement, document or instrument shall be enforceable by Lender to the fullest extent now or hereafter not prohibited by applicable law.
23. No Waiver. No consent or waiver, express or implied, by Lender to or of any Event of Default by Mortgagor shall be construed as a consent or waiver to or of any other Event of Default at the same time or upon any future occasion.
24. Waivers By Mortgagor. To the full extent permitted by law, Mortgagor agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale, claim or exercise any rights under any statute now or hereafter in force to redeem the Mortgaged Property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights it may have to require that the Mortgaged Property be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption and reinstatement under the IMF Law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and such other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Lender, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon any guaranty under the Loan Documents. Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate as defined in Section 5/15-1201 of the IMF Law or residential real estate as defined in Section 5/15-1219 of the IMF Law.
25. Business Loan. Mortgagor represents and warrants to Mortgagee (i) that the proceeds of the Note secured by this Mortgage are used for the purposes specified in 815 ILCS 205/4(1)(l) (or any substitute, amended or replacement statute), and that the indebtedness

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secured hereby constitutes a business loan which comes within the purview of said 815 ILCS 205/4(1)(l), and (ii) that the Loan evidenced by the Note is an exempted transaction under the Truth In Lending Act, 15 U.S.C. §1601 *et seq.*

26. Certification. The undersigned hereby certifies that Mortgagor is a duly organized, validly existing limited liability company organized and in good standing under the laws of the State of Illinois and duly qualified to transact business in the State of Illinois and that the execution and delivery of all of the other Loan Documents by Mortgagor has been duly authorized by a resolution of the partners and/or members of the Mortgagor which is in full force and effect.
27. Headings. Headings and captions in this Mortgage are for convenience and reference only and the words and phrases contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of any of the provisions hereof.
28. Time of Essence. Time shall be of the essence of each and every provision of the Loan Agreement, the Note, this Mortgage and each of the other Loan Documents.
29. Governing Law; Consent to Jurisdiction. This Mortgage and each of the other Loan Documents except as provided in Section 32.1 below, shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

29.1 Exceptions. Notwithstanding the foregoing choice of law:

(a) The creation and perfection of the lien and any assignment of rents and security interest hereunder and the procedures governing the enforcement by Lender of its foreclosure and other remedies against Mortgagor under this Mortgage and under the other Loan Documents with respect to the Mortgaged Property or other assets situated in the State of Illinois including by way of illustration, but not in limitation, non-judicial foreclosure, and actions for foreclosure, for injunctive relief or for the appointment of a receiver shall be governed by the laws of the State of Illinois; and

(b) Lender shall comply with applicable law in the State of Illinois to the extent required in connection with the foreclosure of the security interests and liens created under this Mortgage and the other Loan Documents with respect to the Mortgaged Property or other assets situated in the State of Illinois.

Nothing contained herein or any other provisions of the Loan Documents shall be construed to provide that the substantive laws of the State of Illinois shall apply to any parties' rights and obligations under any of the Loan Documents, which are and shall continue to be governed by the substantive law of Commonwealth of Massachusetts, except as expressly set forth in clauses (a) and (b) of this Section 32.1. In addition, the fact that portions of the Loan Documents may include provisions drafted to conform to the law of the State of Illinois is not intended, nor shall it be deemed, in any way, to derogate the parties' choice of law as set

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forth or referred to in this Mortgage, or in the other Loan Documents. The parties further agree that Lender may enforce its rights under the Loan Documents including, but not limited to, its rights to sue Mortgagor or to collect any outstanding indebtedness in accordance with applicable law.

30. Substantial Relationship. It is understood and agreed that all of the Loan Documents were negotiated, executed and delivered in the Commonwealth of Massachusetts, which Commonwealth the parties agree has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.
31. Place of Delivery. Obligors agree to furnish to Lender at the Lender's office in Boston, Massachusetts all further instruments, certifications and documents to be furnished hereunder.
32. Consent to Jurisdiction. Mortgagor hereby consents to the nonexclusive personal jurisdiction in any state or Federal court located within the Commonwealth of Massachusetts and the State of Illinois.
33. **JURY WAIVER**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF MORTGAGOR AND LENDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MORTGAGE, OR IN ANY WAY CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE DEALINGS OF MORTGAGOR AND LENDER WITH RESPECT TO THIS MORTGAGE, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF MORTGAGOR AND LENDER HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT MORTGAGOR OR LENDER MAY FILE A COPY OF THIS MORTGAGE WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF MORTGAGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER ON THE THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.
34. Collateral Protection Act. Unless Mortgagor provides Lender with evidence of the insurance required by this Mortgage or any other Loan Document, Lender may purchase insurance at Mortgagor's expense to protect Lender's interest in the Mortgaged Property or any other collateral for the Obligations. This insurance may, but need not, protect Mortgagor's interests. The coverage Lender purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property or any other collateral for the indebtedness secured hereby. Mortgagor may later cancel any insurance purchased by Lender, but only after providing

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Lender with evidence that Mortgagor has obtained insurance as required under this Mortgage or any other Loan Document. If Lender purchases insurance for the Mortgaged Property or any other collateral for the Obligations, Mortgagor shall be responsible for the costs of that insurance, including interest in any other charges that Lender may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Obligations. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own. For purposes of the Illinois Collateral Protection Act, 815 ILCS 180/1 *et. seq.*, Mortgagor hereby acknowledges Lender's right pursuant to this Section 35 to obtain collateral protection insurance.

35. Rights of Tenants. Lender shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Lender. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Obligations, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.
36. Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Lender in any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue and be each and all available to Lender until the Indebtedness shall have been paid in full.
37. Cross-Default. An Event of Default by Obligor under the Loan Agreement shall constitute a default and an Event of Default under all other Loan Documents, including this Mortgage.
38. Counterparts. This Mortgage may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Mortgage by signing any such counterpart.
39. Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon Mortgagor and Lender and their respective heirs, executors, legal representatives, successors and assigns (but in the case of assigns of Mortgagor, only if and to the extent that Lender has consented in writing to Mortgagor's assignment of its rights or obligations hereunder to such assigns). Whenever a reference is made in this Mortgage to "Mortgagor", "Obligor" or "Lender", such reference shall be deemed to include a

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reference to the heirs, executors, legal representatives, successors and assigns of Mortgagor, Obligors or Lender.

*[Remainder of Page Intentionally Left Blank]*

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered as of the date first written above.

MORTGAGOR:

**Unity Southport LLC,**  
an Illinois Limited Liability Company

By: **Unity Funding SPE 2, LLC,**  
a New York Limited Liability Company, its sole Member

By: **Unity Capital, LLC,** its Managing Member

By: *Evan Bell*  
Evan Bell  
President

STATE OF New Jersey )  
 ) ss.  
COUNTY OF Essex )

I, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Evan Bell, 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 he/she signed and delivered the said instrument in his/her capacity as President of Unity Capital, LLC, as his/her free and voluntary act, for the uses and purposes therein set forth, as the voluntary act of said company.

Given under my hand and official seal, this 7 day of May, 2021.

*Jessica Steinfeld*  
Notary Public

My commission expires: August 22, 2022

Jessica Steinfeld  
Notary Public, New Jersey  
My Commission Expires August 22, 2022

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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOT 10, IN BLOCK 2 IN ROOD'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-20-114-031-0000

Property Address: 3734 N. Southport Ave., Chicago, IL 60613

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