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2117947002

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption



**Report Mortgage Fraud
844-768-1713**

Doc# 2117947002 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/28/2021 09:45 AM PG: 1 OF 33

The property identified as: **PIN:** 20-23-217-011-0000

Address:

Street: 6430 S. Stony Island Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60637

Lender: Merchants Bank of Indiana

Borrower: POAH Island Terrace, LLC

Loan / Mortgage Amount: \$21,300,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it consists of more than 4 units.

Certificate number: 74DE561D-6069-4853-8940-677BA03F6106

Execution date: 6/24/2021

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AFTER RECORDING, RETURN TO :

**TITLE SERVICES, INC.
610 E. ROOSEVELT ROAD
SUITE 201
WHEATON, IL 60187**

This instrument prepared by
~~and upon recording return to:~~
Michael A. Valinetz, Attorney-at-Law
Dinsmore & Shohl LLP
One Indiana Square, Suite 1800
Indianapolis, Indiana 46204

Property Index Number: _____
213028

REAL ESTATE MORTGAGE
SECURITY AGREEMENT
AND
ASSIGNMENT OF LEASES
AND FIXTURE FILING

THIS REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND FIXTURE FILING (this "**Mortgage**"), is executed to be effective as of the 24th day of June, 2021 by POAH ISLAND TERRACE, LLC, an Illinois limited liability company having a mailing address of 2 Oliver Street, Suite 500, Boston, Massachusetts 02109 (hereinafter referred to as "**Mortgagor**"), in favor of MERCHANTS BANK OF INDIANA, having banking offices at 410 Monon Blvd., 4th Floor, Carmel, Indiana 46032 (hereinafter referred to as "**Lender**").

RECITALS:

I. Mortgagor has requested that Lender extend to Mortgagor a loan in the principal amount of Twenty-One Million Three Hundred Thousand and 00/100 Dollars (\$21,300,000.00) (such loan as from time to time modified or amended is herein referred to as the "**Loan**").

II. The Loan shall be advanced pursuant to the terms and conditions of a certain Loan Agreement of even date herewith, executed by and between Mortgagor and Lender as from time to time modified, amended or restated (such loan agreement as may be from time to time modified, amended or restated is hereinafter referred to as the "**Loan Agreement**").

III. The Loan shall be evidenced by a certain promissory note executed by Mortgagor of even date herewith and concurrently with this Mortgage and payable to the order of Lender in the principal sum of the Loan, as from time to time modified, amended, renewed, extended or

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replaced [such promissory note, and/or any promissory note which is a direct or remote renewal, extension, modification, amendment, restatement or replacement of such promissory note, as may be from time to time modified or amended is hereinafter referred to as the "Note"; "Loan Document" and "Loan Documents" shall mean individually and collectively, this Mortgage, the Note, the Loan Agreement and all other documents evidencing the Loan or entered into by Mortgagor in connection with the indebtedness secured hereby as such documents and agreements may be modified or amended from time to time and/or any documents and agreements which replace or restate such documents and agreements. All such advances are intended by the Mortgage and by Lender to be a lien on Property (as defined herein) from the time that this Mortgage is recorded as provided in the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 (the "Act"). The terms and provisions of the Note are hereby incorporated by reference in this Mortgage. The rate or rates of interest payable under the Note may vary from time to time.

III. Lender requires, among other things, as a condition to making the Loan that Mortgagor execute and deliver this Mortgage to Lender.

GRANTING CLAUSES

FOR GOOD AND VALUABLE CONSIDERATION, including the extension of certain indebtedness to Mortgagor which is secured hereby, the receipt of which is hereby acknowledged, Mortgagor hereby irrevocably, unconditionally and absolutely mortgages, warrants, grants, transfers, pledges, sets over, bargains, sells, enfeoffs, deeds, conveys and assigns to Lender, and transfers and grants to Lender a security interest in, all estates, rights, title and interest which Mortgagor now has or may later acquire in and to the following properties, rights and interests:

A. The real estate located in Cook County, Illinois that is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (hereinafter referred to as the "**Real Estate**");

B. All of the present and future estates, interests and rights of Mortgagor in and to (i) the Real Estate, (ii) all real estate in which Mortgagor may now or hereafter acquire an interest by reason of any accession or accretion with respect to the Real Estate and (iii) all real estate situated within the rights-of-way of any streets, alleys and roads adjoining the Real Estate;

C. All buildings, structures, improvements and fixtures (including but not limited to all lighting fixtures and mechanical equipment) now or hereafter erected or placed in or upon the Real Estate or now or hereafter attached to or used in connection with the Real Estate to the extent such items may be considered part of the Real Estate under applicable law;

D. All tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto now or hereafter attaching and belonging, or in any way appertaining to the Real Estate, including without limitation (i) all surface and subsurface soils, (ii) all minerals, elements, oil, gas, and other commercially valuable substances which may be in, under or produced from any part of the Real Estate, (iii) all air rights, and (iv) all water and water rights;

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E. All rents, issues, profits, income, cash, proceeds, accounts, accounts receivable, instruments, letter of credit rights, insurance proceeds, deposit and other accounts, contract rights and general intangibles arising of or from the Real Estate or the improvements from time to time located thereon, including but not limited to the rents, income and profits arising from the operation of any business and all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in any hotel, motel, or other lodging properties located on the Real Estate (funds obtained as such rents, income, profits, fees, charges, accounts or other payments and held in any reserve, account or credit balance shall retain the character of such rents, income, profits, fees, charges, accounts or other payments);

F. All interests, estates or other rights and claims, arising in law or in equity, which Mortgagor now has or may hereafter acquire in any of the foregoing, including without limitation any greater estate Mortgagor may hereafter acquire in the Real Estate or improvements located thereon (the interests, estates and other rights and claims described in paragraphs A through F are hereinafter collectively referred to as the "**Premises**");

G. All leases, subleases, subtenancies, licenses, occupancy agreements and other agreements for the leasing, use, occupancy or enjoyment of any portion or all of the Premises now or hereafter existing, and all amendments, renewals and extensions thereof (hereinafter collectively referred to as the "**Leases**");

H. All present and future guaranties of the performance of any lessee under any of the Leases and all letters of credit issued, and all other collateral granted, as security for the obligations of any tenant arising under or in connection with any of the Leases;

I. All monies, deposit accounts, furniture, equipment, inventory, fixtures, accounts, accounts receivable, chattel paper, documents, investment property, trademarks and all trade name agreements, logos, licenses, instruments, contract rights, insurance proceeds, commercial tort claims, franchise agreements, software, letter of credit rights, and general intangibles (including payment intangibles) in which Mortgagor now or hereafter has an interest, individually or with others, and which are located upon, used in connection with, related to or arising out of the Premises, and all additions, accessions and accretions to, replacements and substitutions for, products of and proceeds from any of the foregoing;

J. All insurance policies relating to the Premises and all claims and rights to payment of proceeds and other sums payable thereunder or in connection therewith;

K. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Premises, including any awards for damages sustained to the Premises, for a temporary taking, change of grade of streets or taking of access;

L. All present and future deposits and revenues relating to the Premises, including without limitation security deposits, replacement revenue escrows, tax and insurance escrows and working capital reserves or escrows, and all funds of Mortgagor from time to time on deposit with Lender;

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M. All present and future building permits, operating permits, variances, licenses, governmental permits and approvals, utility permits, certificates of occupancy, and other permits, approvals and authorizations now or hereafter issued in connection with and the development, construction, equipping, maintenance or operation of the Premises;

N. All present and future contracts or agreements relating to the design, development, construction, furnishing, equipping, operation, use or maintenance of the Premises, including without limitation all construction contracts and subcontracts, architectural contracts, engineering contracts and other design contracts and purchase agreements;

O. All present and future contractor's, subcontractor's and supplier's warranties, guarantees of performance and undertakings with respect to services or materials furnished in connection with the design, development, construction, equipping, operation, use or maintenance of the Premises;

P. All present and future service and other agreements relating to the operation, management, maintenance and repair of the Premises or the buildings and improvements thereon, whether now owned by Mortgagor or hereafter acquired or arising, including without limitation any present or future management agreement relating to the management or operation of the Premises;

Q. All present and future plans and specifications, surveys, site plans, soil reports, drawings and papers relating to the Premises and the development, design, construction and equipping of the improvements on the Premises, whether now owned by Mortgagor or hereafter acquired or arising;

R. All present and future contracts and agreements providing for financial incentives, grants, tax credits, loans, infrastructure development by third parties or other financial support in connection with the design, development, construction, equipping, operation, use or maintenance of the Premises, including without limitation all tax increment financing agreements, bond financing agreements, tax credit allocations and awards, agreements for payment in lieu of taxes and other governmental project agreements;

S. All building supplies and materials ordered or purchased for use in connection with the construction and equipping of the improvements on the Premises, whether now owned by Mortgagor or hereafter acquired or arising;

T. All proceeds and contract rights and payments payable to Mortgagor under any loan commitment for financing of the Premises;

U. Any contract or agreement previously or hereafter entered into by Mortgagor (but specifically excluding any of Mortgagor's obligations or liabilities arising in connection with in any such contract or agreement) which is an interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement, or other interest or currency exchange rate or commodity price hedging arrangement, including without limitation any contract or agreement relating to a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar

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transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar hedging arrangement or transaction;

V. All present and future purchase and sale agreements for the purchase of any portion of the Premises or other property located on the Premises, including without limitation, security deposits, earnest money deposits, association fees or assessments, and related escrows; and

W. All additions, accessions and accretions to, replacements and substitutions for, products of and any and all cash and non-cash proceeds from any of the property described above.

The personal property described above, including without limitation the property, rights, interests and claims described in paragraphs H through W above, are hereinafter collectively referred to as the "**Chattels**". Notwithstanding anything contained herein, Chattels shall not include any personal property or trade fixtures which any tenant of the Premises owns and is entitled to remove pursuant to its lease except to the extent that Mortgagor shall have any right or interest in such personal property. Furthermore, (i) the collateral assignment of the rights and interests of Mortgagor in any franchise or license agreement relating to the operation of any hotel shall be limited and subject to the terms and conditions set forth in any written agreement between Lender and the franchisor under the franchise agreements, and (ii) the collateral assignment of any governmental permits and licenses shall be subject to any applicable legal limitations on the assignment of such items. The Premises, Leases and Chattels are hereinafter collectively referred to as the "**Property**."

TO HAVE AND TO HOLD the Property unto Lender, its successors and assigns forever, subject however to the terms and conditions herein, and Mortgagor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the title to the Property unto Lender against every person whomsoever claiming or to claim the same or any part thereof.

MORTGAGOR HEREBY FURTHER ASSIGNS, REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. The Indebtedness and Obligations Secured. This Mortgage is given to secure (i) the performance and observance of the covenants and agreements contained herein and in any other agreement executed by Mortgagor to Lender in connection with the indebtedness secured hereby, (ii) the payment and performance when due of all present and future indebtedness and obligations of Mortgagor to Lender in accordance with the terms and conditions of such indebtedness and obligations, whether direct or indirect, absolute or contingent and whether evidenced by promissory notes, agreements, checks, drafts, letters of credit, bills, overdrafts, open accounts or otherwise, and (iii) any and all extensions, renewals, increases, modifications, amendments, restatements and replacements of any present and future indebtedness and obligations of Mortgagor to Lender. The indebtedness and obligations secured by this Mortgage include, without limitation, the indebtedness evidenced by or arising in connection with the following:

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- a. the Note, with interest thereon at the rate and payable in the manner described in the Note, which is due and payable on or before July 10, 2024, as from time to time modified, amended, increased, renewed or extended, and any notes that renew, restate or replace the Note;
- b. the other Loan Documents, as from time to time modified, amended, replaced or restated, provided however, this Mortgage shall not secure the indebtedness and obligations arising under any Loan Document that expressly states that the indebtedness and obligations arising under such Loan Document are to be unsecured;
- c. Reserved; and
- d. any and all extensions, renewals, increases, modifications, amendments, restatements and replacements of any of the foregoing.

In addition to any other indebtedness and obligations described herein as secured by this Mortgage, this Mortgage secures any and all future advances, together with any interest thereon, which are made by Lender, either pursuant to any Loan Document (defined herein) or at Lender's option, to or for the benefit of Mortgagor up to a maximum principal amount outstanding at any point in time of Forty-Two Million Six Hundred Thousand and 00/100 Dollars (\$42,600,000.00), such maximum principal amount is stated herein for the purpose of any applicable future advance laws and is not deemed a commitment by Lender to make any future advances. It is the intention of Mortgagor and Lender that the lien of this Mortgage with respect to any future advances, modifications, extensions and renewals referred to herein shall have the same priority to which this Mortgage otherwise would be entitled as of the date this Mortgage is executed and recorded without regard to the fact that such future obligations, advances, modifications, extensions or renewals may occur after this Mortgage is executed.

2. [Reserved]

3. General Representations and Warranties. Mortgagor covenants, warrants and represents that (a) Mortgagor is the owner in fee simple of the Premises and has full power to mortgage and assign the same, (b) Mortgagor is now the absolute owner of the Leases with full right and title to assign the Leases and the rents and income generated therefrom, (c) Mortgagor has good and valid title to the Chattels free and clear of all security interests and encumbrances and has full power to grant a security interest in the same, (d) the Premises are free and clear of any and all liens and encumbrances, except use restrictions of record, zoning ordinances, rights of way and easements of record, the rights of tenants now in possession and the lien of current taxes and assessments not delinquent, (e) this Mortgage creates a valid lien in favor of Lender on the Premises as provided for herein, (f) this Mortgage creates a valid assignment of the Leases, and rents and income therefrom, in favor of Lender as provided for herein, and (g) this Mortgage creates a valid security interest in favor of Lender in the Chattels as provided for herein. Mortgagor will make any further assurances of title that Lender may require and will warrant and defend the Property against all lawful claims and demands whatsoever. Mortgagor shall not acquire any Property covered by this Mortgage that is subject to any security interest or other charge or lien having priority over the lien or security interest granted under this Mortgage. Mortgagor acknowledges and confirms that Lender is extending the indebtedness evidenced by

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the Note with the expectation that this Mortgage will be a first lien upon the Property free and clear of any and all liens and encumbrances, except the lien of current taxes and assessments not delinquent.

4. Payment of Indebtedness and Observance of Covenants. Mortgagor will pay the Note and all other indebtedness secured hereby in accordance with its terms and will perform and comply with all of the terms and provisions contained in the Note and in any other instrument or agreement given as security for the payment of or executed in connection with the Note.

5. Due on Sale or Encumbrance. In the event a Prohibited Transfer occurs (as that term is defined in the Loan Agreement) without the prior written approval of Lender being first obtained, whether such event is voluntary, involuntary or by operation of law, then in any such event, the whole of the indebtedness secured hereby shall, at the election of Lender at any time thereafter, become immediately due and payable, without notice or demand and any such event shall be deemed to be an Event of Default under this Mortgage. Consent as to any one Prohibited Transfer by Lender shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

6. Maintain Property and Liability Insurance. Mortgagor, at Mortgagor's expense and for the benefit of Mortgagor and Lender, shall obtain and maintain in effect at all times the insurance coverage with respect to Mortgagor and the Premises and the Chattels that is required to be maintained under the terms of the Loan Agreement. In addition, Mortgagor shall furnish Lender with such written certificates and other confirmations of such insurance at such times and in such form as Lender may require.

7. Assignment of Insurance Policies, Application of Proceeds and Additional Requirements. All insurance policies are to be held by and, to the extent of its interests, for the benefit of and first payable in case of loss to Lender, and Mortgagor shall deliver to Lender a copy of a policy as replacement for any expiring policy at least fifteen (15) days before the date of such expiration. Lender shall have the right to settle and compromise any and all claims under any of the insurance policies required to be maintained by Mortgagor under this Mortgage; to demand, receive and receipt for all monies payable thereunder; and to execute in the name of Mortgagor or Lender or both any proof of loss, notice or other instruments in connection with such policies or any loss thereunder. All amounts recoverable under any policy are hereby assigned to Lender and, in the event of a loss, each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender rather than jointly to Lender and Mortgagor, and the amount collected shall be used in any one or more of the following ways, at the option of Lender: (a) applied upon the indebtedness secured hereby, whether or not such indebtedness is then due and payable, (b) used to fulfill any of the covenants contained herein, or (c) used to replace or restore the Premises and the Chattels to a condition satisfactory to Lender. All insurance proceeds applied toward the indebtedness secured hereby shall be applied without the imposition of a prepayment penalty or premium. In the event of the foreclosure of this Mortgage or a transfer of the Premises in lieu thereof, all rights, title and interest of Mortgagor in and to such policies of insurance shall pass to the purchaser or grantee and Mortgagor hereby irrevocably appoints Lender as attorney-in-fact of Mortgagor to assign any policies in the event of the foreclosure of this Mortgage or a conveyance in lieu of

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foreclosure. Mortgagor transfers and grants to Lender a security interest, with the meaning of the Uniform Commercial Code as adopted in Illinois to Lender in and to all monies at any time held by Lender pursuant to this paragraph and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Lender, all as additional security for the indebtedness secured hereby. Mortgagor warrants and represents to Lender that Mortgagor has not received any notice from any insurance company of any defects or inadequacies in the Premises which would adversely affect the insurability of the Premises or materially increase the cost of insuring the Premises beyond that which is customarily charged for similar property in the vicinity of the Premises used for a similar purpose. Mortgagor covenants and agrees to provide to Lender, promptly after receipt by Mortgagor, copies of any notices received from any insurance company regarding any defects or inadequacies in the Premises. Notwithstanding anything contained herein to the contrary, if Mortgagor provides a written request to Lender within thirty (30) days after the occurrence of any casualty in which the improvements located on the Real Estate are damaged, to use the insurance proceeds to restore or rebuild the Premises, then Lender shall disburse the net proceeds of any such insurance proceeds received by Lender to or for the benefit of Mortgagor for the purpose of restoring the Premises provided that the following conditions are satisfied in a manner reasonably acceptable to Lender:

- a. No material adverse change in the financial condition of Mortgagor has occurred prior to the loss or casualty;
- b. There is no default or event which with the giving of notice or lapse of time would constitute an Event of Default;
- c. The Premises are to be restored to their original condition prior to the occurrence of the casualty with such modifications as Lender may approve in its reasonable discretion;
- d. Lender determines, in its reasonable discretion, that such restoration can be completed to Lender's satisfaction prior to the maturity date of the Note;
- e. Lender determines, in its reasonable discretion, that Mortgagor has sufficient funds available to Mortgagor, including without limitation anticipated payments from business interruption insurance, to pay when due all costs and expenses relating to the ownership and operation of the Premises during such restoration, including without limitation all principal and interest payments, escrow payments, payments to establish or maintain reserves or other payments that will become due and payable under Note and the other Loan Documents;
- f. Lender determines, in its reasonable discretion, that such net insurance proceeds together with any additional funds made available for such purpose by Mortgagor and deposited with Lender shall be sufficient to restore the Premises in accordance with plans and specifications approved by Lender and Mortgagor, free and clear of all liens except the lien of this Mortgage;
- g. If requested by Lender, Mortgagor provides to Lender an appraisal from an appraiser licensed by the State of Illinois acceptable to Lender for the Premises as

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restored which shows an as-completed value of at least an amount such that the ratio of (i) the outstanding amount of the indebtedness secured hereby to (ii) the amount of the appraised value of the Premises as restored, will not be more than 80%;

h. Lender shall not be deemed a fiduciary, and shall have no obligation to restore or repair the Premises;

i. Mortgagor has executed and delivered to Lender an escrow agreement, containing such terms and conditions as Lender may require, which sets forth the terms, conditions, plans and procedures for the disbursement of all insurance proceeds;

j. The insurance companies providing coverage for the Premises do not deny any liability for the payment of the claims and all insurance proceeds payable in connection with such claims have been paid to Lender; and

k. Lender is reimbursed for (i) all costs incurred by Lender in connection with the collection, handling, and investing of such funds or obtaining a settlement of an insurance claim (including but not limited to reasonable attorney's fees and expenses incurred by Lender), (ii) all costs and expenses incurred by Lender in connection with advancing such insurance proceeds for the restoration or rebuilding of the Premises, including without limitation any inspection fees, engineer review fees, title insurance update fees and survey fees, and (iii) all reasonable consultant fees and expenses and reasonable attorneys' fees and expenses incurred by Lender in connection with evaluating the casualty, processing Mortgagor's request to use the insurance proceeds to restore or rebuild the Premises and providing any advice or consultation regarding the obligations, rights and remedies of Lender with respect to the insurance proceeds.

Lender at its option may waive any requirement set forth herein for the advancement of insurance proceeds. Notwithstanding the foregoing, if the total net casualty insurance proceeds payable with respect to a particular casualty are Twenty-Five Thousand Dollars (\$25,000.00) or less, then Mortgagor shall be entitled to retain such proceeds provided (at the time of the casualty and/or the payment of proceeds) there is no default or event which with the giving of notice or lapse of time would constitute an Event of Default under this Mortgage and Mortgagor applies such proceeds to restoring the Premises.

8. Taxes and Impositions. Mortgagor will pay, before the same become delinquent or any penalty for non-payment attaches thereto, all taxes, assessments and charges of every nature now or hereafter levied or assessed against or upon the Property, or any part thereof or upon the rents, issues, income or profits therefrom, which by reason of non-payment could become a lien prior or junior to this Mortgage, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and will submit to Lender such evidence of the timely payment of such taxes, assessments and charges as Lender may require. Notwithstanding the foregoing, Mortgagor shall have the right to contest in good faith by appropriate legal or other proceedings the validity or amount of any such tax, assessment or charge, provided that (a) Mortgagor gives Lender prior written notice of its intent to contest the same, (b) if requested by Lender, Mortgagor demonstrates to the reasonable satisfaction of Lender that such legal or other proceedings shall operate to prevent the sale of the Property (or

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any portion thereof) to satisfy the payment of the tax, assessment, or charge in question prior to final determination of such proceedings and (c) if requested by Lender, Mortgagor provides a sufficient undertaking as may be required or permitted by law to accomplish the discharge or release of any lien which may attach to the Property as a result of such matter. Furthermore, Mortgagor consents to the intervention by Lender in any such judicial proceeding if Lender determines such intervention is necessary or desirable to protect the interest of Lender. In such event, Mortgagor agrees to reimburse Lender upon demand for all reasonable attorneys' fees, costs and expenses incurred by Lender in connection with its intervention in such judicial proceeding. If at any time any governmental authority shall require documentary, revenue or other stamps on or with respect to this Mortgage, or if at any time after the date hereof there shall be assessed, levied or imposed a tax or assessment on the Property in lieu or in addition to real estate taxes and assessments imposed as of the date hereof, or if there shall be assessed, levied or imposed any fee, tax, charge or assessment on Lender measured by or based in whole or in part upon the amount of the indebtedness secured hereby, then all such stamps, fees, taxes or assessments shall be deemed additional sums payable hereunder by Mortgagor to Lender and Mortgagor shall pay the same prior to delinquency or shall reimburse Lender on demand for the payment of same by Lender, and a failure of Mortgagor to make any such payment within ten (10) days after when due shall constitute an Event of Default hereunder; provided, however, the foregoing shall not be construed as obligating Mortgagor to, and Mortgagor shall have no obligation to, pay any state or federal income taxes or state intangibles taxes levied on Lender or the indebtedness secured hereby. Mortgagor shall cause at all times the Premises to be segregated and separately assessed on the tax rolls of the city or county [or counties] in which the Premises is located, from all other property. Unless Lender has paid such items from any escrow account maintained pursuant to this Mortgage, Mortgagor shall provide to Lender within thirty (30) days of when the same become due, copies of paid receipts for all taxes, assessments and charges on or against the Property. Lender may, at its sole discretion from time to time, enter into agreements with third parties for the monitoring of the payment of real estate taxes and other assessments affecting the Property and Mortgagor shall reimburse Lender upon demand for all fees and expenses incurred by Lender in connection with such contracts.

9. Loan Agreement. This Mortgage is executed in connection with the Loan Agreement and secures any and all advancements and indebtedness arising and accruing thereunder to the same extent as though the Loan Agreement were fully incorporated in this Mortgage and if any Event of Default (as defined in the Loan Agreement) shall occur under the Loan Agreement the same shall constitute an Event of Default under this Mortgage entitling Lender to all rights and remedies conferred upon Lender by the terms of this Mortgage or otherwise by law, as in the case of any other default.

10. Maintenance of Premises and Payment of Charges. Mortgagor shall not abandon the Property, shall keep and maintain the Property in good condition, repair, maintenance and operating condition free from any waste or misuse, and shall promptly repair and restore any buildings, improvements or structures now or hereafter on the Premises which may become damaged or destroyed to their condition prior to any such damage or destruction. Mortgagor will not commit waste or allow waste to be committed against the Property. Without the prior consent of Lender, Mortgagor agrees that it will not construct or expand any improvements on the Premises, erect any new improvements nor make any material alterations in any improvements which shall alter the basic structure, affect the market value or change the existing

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architectural character of the Premises, nor remove or demolish any improvements. If Mortgagor shall neglect or refuse to keep the Property in good repair, to maintain and pay the premiums for insurance which may be required, or to pay and discharge all taxes, assessments and charges of every nature assessed against Mortgagor, or the Property, all as provided for under the terms of this Mortgage, Lender may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments and charges, and any amounts paid as a result thereof, together with interest thereon at the rate which is equal to the "Default Rate" of interest as defined under the Note from the date of payment, shall be immediately due and payable by Mortgagor to Lender, and until paid shall be added to and become a part of the indebtedness evidenced by the Note and secured hereby, and the same may be collected in any suit hereon or upon the Note, or Lender, by payment of any tax, assessment or charge may, at its discretion, be subrogated to the rights of the governmental subdivisions levying such tax, assessment or charge. No such advances shall be deemed to relieve Mortgagor from any Event of Default or impair any right or remedy of Lender, and the exercise by Lender of the right to make advances shall be optional with Lender and not obligatory and Lender shall not in any case be liable to Mortgagor for a failure to exercise any such right.

11. Compliance With Laws and Ordinances; Zoning. Mortgagor will not commit or allow the commission of any violation of any law, regulation, ordinance or contract affecting the Property. Lender shall at reasonable times during normal business hours have free access to the Property for the purposes of inspection and the exercise of its rights hereunder. Mortgagor covenants and agrees that Mortgagor shall cause at all times the Premises to comply with all applicable laws, regulations, building codes, zoning ordinances and requirements of any federal, state or local regulatory agencies having jurisdiction, including but not limited to causing the Premises to be in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the Americans with Disabilities Act of 1990 Architectural Guidelines (as amended from time to time). Mortgagor will indemnify Lender and save it harmless from any and all loss, damage or expense, including reasonable attorneys' fees, resulting from or arising out of any failure of the Premises to comply with all such laws and regulations and the same is made a part of the indebtedness secured hereby. Mortgagor shall comply with all restrictions and covenants affecting the Property. Without the prior written consent of Lender, Mortgagor shall not request, initiate, join in or consent to (i) any private covenant or any public or private restriction which would detract from or limit the value or utility of the Property, or (ii) any zoning ordinance or rezoning classification affecting the Premises.

12. Eminent Domain. All awards made by any public or quasi-public authority for damages to the Property by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Property, are hereby assigned to Lender and Lender, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award to the extent of the indebtedness secured by or payable under this Mortgage from the appropriate governmental authority. Such award shall be used in any one or more of the following ways, at the option of Lender: (i) applied upon the indebtedness secured hereby or payable hereunder, whether or not such indebtedness is then due and payable, or (ii) applied to replace or restore the Property to a condition satisfactory to Lender. Upon the occurrence of an Event of Default hereunder, Lender is authorized, at its option, to appear in and prosecute in its own name any action or proceeding or, with consent and joinder of Mortgagor, to

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make any compromise or settlement in connection with such taking or damage. Mortgagor will, upon request by Lender, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning, upon the occurrence of an Event of Default hereunder, all proceeds from such awards to Lender free and clear and discharged of any and all encumbrances or claims of any kind or nature whatsoever. Mortgagor transfers and grants to Lender a security interest in and to all monies at any time held by Lender pursuant to this paragraph and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Lender, all as additional security for the indebtedness secured hereby. All condemnation proceeds applied toward the indebtedness secured hereby shall be applied without the imposition of a prepayment penalty or premium. Notwithstanding anything contained herein to the contrary, if Mortgagor provides a written request to Lender within thirty (30) days after the occurrence of any condemnation in which the improvements located on the Real Estate are condemned, to use the condemnation proceeds to restore or rebuild the Property, then Lender shall disburse the net proceeds of any such condemnation award received by Lender, after deducting from such proceeds any expenses incurred by Lender in the collection or handling of such funds (including but not limited to reasonable attorney's fees incurred by Lender in collecting or handling such funds or obtaining a settlement of a condemnation claim), to or for the benefit of Mortgagor for the purpose of restoring the Property in accordance with terms, conditions, plans and procedures acceptable to Lender provided that the following conditions are satisfied in a manner reasonably acceptable to Lender:

- a. No material adverse change in the financial condition of Mortgagor has occurred prior to the loss or casualty;
- b. There is no default or event which with the giving of notice or lapse of time would constitute an Event of Default under this Mortgage;
- c. The Property can be restored to a size and economic condition satisfactory to Lender in its sole and absolute but reasonable discretion;
- d. Lender determines, in its reasonable discretion, that such restoration can be completed to Lender's satisfaction prior to the maturity date of the Note;
- e. Lender determines, in its reasonable discretion, that Mortgagor has sufficient funds available to Mortgagor, including without limitation anticipated payments from business interruption insurance, to pay when due all costs and expenses relating to the ownership and operation of the Property during such restoration, including without limitation all principal and interest payments, escrow payments, payments to establish or maintain reserves or other payments that will become due and payable under Note and the other Loan Documents;
- f. Lender determines, in its reasonable discretion, that such net condemnation proceeds together with any additional funds made available for such purpose by Mortgagor and deposited with Lender shall be sufficient to restore the Property in accordance with plans and specifications approved by Lender and Mortgagor, free and clear of all liens except the lien of this Mortgage;

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g. Mortgagor provides to Lender an appraisal from an appraiser licensed by the State of Illinois acceptable to Lender for the mortgaged premises as restored which shows an as-completed value of at least an amount such that the ratio of (i) the outstanding amount of the indebtedness secured hereby to (ii) the amount of the appraised value of the Premises as restored, will not be more than 80%;

h. Lender shall not be deemed a fiduciary, and shall have no obligation to restore or repair the Property;

i. Mortgagor has executed and delivered to Lender an escrow agreement, containing such terms and conditions as Lender may require, which sets forth the terms, conditions, plans and procedures for the disbursement of all condemnation proceeds; and

j. Lender is reimbursed for (i) all costs incurred by Lender in connection with the collection, handling, and investing of such funds or obtaining a settlement of a condemnation claim (including but not limited to reasonable attorney's fees and expenses incurred by Lender), (ii) all costs and expenses incurred by Lender in connection with advancing such condemnation proceeds for the restoration or rebuilding of the Property, including without limitation any inspection fees, engineer review fees, title insurance update fees and survey fees, and (iii) all reasonable consultant fees and expenses and reasonable attorneys' fees and expenses incurred by Lender in connection with evaluating the condemnation, processing Mortgagor's request to use the condemnation proceeds to restore or rebuild the Property and providing any advice or consultation regarding the obligations, rights and remedies of Lender with respect to the condemnation proceeds.

Lender at its option may waive any requirement set forth herein for the advancement of any condemnation proceeds. Notwithstanding the foregoing, if the total net condemnation proceeds payable with respect to a particular condemnation are Twenty-Five Thousand Dollars (\$25,000.00) or less, then Mortgagor shall be entitled to retain such proceeds provided (at the time of the condemnation and/or the payment of proceeds) there is no default or event which with the giving of notice or lapse of time would constitute an Event of Default under this Mortgage and Mortgagor applies such proceeds to restoring the Property and to the expenses incurred by Mortgagor to settle the condemnation claim.

13. Escrows. Mortgagor will pay to Lender, on dates upon which interest is payable, such amounts as Lender from time to time estimates as necessary to create and maintain a reserve fund from which to pay at least thirty (30) days before the same become due, all rental payments, taxes, assessments, liens and charges on or against the Property and premiums for insurance as herein covenanted to be furnished by Mortgagor. Provided no Event of Default exists, from time to time upon the written request of Mortgagor Lender shall advance proceeds from such reserve fund for the purpose of paying any insurance premiums, rent, taxes, assessments, liens and other charges for which Lender has established such reserve fund. Such payments shall not be, nor deemed to be, trust funds but may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. Upon the occurrence of an Event of Default hereunder, any part or all of said reserve fund may be applied to the indebtedness secured hereby and, in refunding any part of said reserve fund, Lender may deal with whomever is represented to be the owner of the Property at that time. Mortgagor transfers

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and grants to Lender a security interest with the meaning of the Uniform Commercial Code as adopted in Illinois to Lender in and to all monies at any time held by Lender pursuant to this paragraph and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Lender, all as additional security for the indebtedness secured hereby. Mortgagor shall provide to Lender, at least fifteen (15) days prior to the due date, copies of all bills, statements or invoices for any items which are to be paid from proceeds escrowed with Lender. Lender in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or according to any bill, statement or estimate received by Lender from Mortgagor or other party without inquiry into the accuracy or validity of such bill, statement or estimate.

14. Financial Statements. Mortgagor at its expense will furnish, or cause to be furnished, to Lender within the time frames required the financial statements and other information of Mortgagor and the guarantors of the indebtedness secured hereby as are required to be furnished pursuant to the terms of the Loan Agreement. In addition, Mortgagor will furnish Lender with such other financial statements in respect to the operation of the Property or the financial condition of Mortgagor at such times and in such form as Lender may require, including but not limited to, a certified rent roll, accounting and management recommendations and certificates of no default under this Mortgage.

15. Protection of Security. Mortgagor shall promptly notify Lender of, and appear in and defend, any suit, action or proceeding that affects the Property or the rights or interest of Lender hereunder and Lender may elect to appear in or defend any such action or proceeding. Mortgagor agrees to indemnify and reimburse Lender from any and all loss, damage, expense or cost arising out of or incurred in connection with any such suit, action or proceeding, including costs of evidence of title and reasonable attorneys' fees incurred by Lender. All such sums paid by Lender shall be paid by Mortgagor to Lender, together with interest thereon from date of payment at the rate which is equal to the "Default Rate" of interest as defined under the Note, and any such sums and the interest thereon shall be immediately due and payable and secured hereby, having the benefit of the lien hereby created as a part thereof and with its priority, all without relief from valuation or appraisal laws.

16. Indemnification. Mortgagor will indemnify Lender and save it harmless from any and all loss, damage or expense, including reasonable attorneys' fees, resulting from or arising out of the execution and delivery of this Mortgage and the terms hereof and the same is made a part of the indebtedness secured hereby. Such amounts shall include without limitation all costs and expenses incurred by Lender in connection with the collection or enforcement of this Mortgage, including without implied limitation reasonable attorneys' fees incurred by Lender in connection with (i) the protection of any rights arising in connection with this Mortgage, (ii) the enforcement of any provision contained in this Mortgage, or (iii) the collection of any indebtedness evidenced hereby or arising in connection herewith (including without limitation reasonable attorneys' fees incurred by Lender in connection with any bankruptcy, reorganization, receivership or other proceeding affecting creditor's rights and involving a claim under this Mortgage or any document executed in connection herewith). In addition, Mortgagor agrees to pay to Lender all reasonable attorneys' fees incurred by Lender in connection with any advice or other representation with respect to any Event of Default, regardless of whether any formal legal proceedings are initiated by Lender. All sums paid by Lender for which Mortgagor is obligated

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to reimburse Lender pursuant to the terms of this Mortgage, shall be paid by Mortgagor to Lender, together with interest thereon from date of payment at the rate which is equal to the "Default Rate" of interest as defined under the Note, and any such sums and the interest thereon shall be immediately due and payable and secured hereby, having the benefit of the lien hereby created as a part thereof and with its priority, all without relief from valuation or appraisal laws.

17. Payment of Obligations. Mortgagor will pay all sums which if not paid may result in the acquisition or creation of a lien prior to or of equal priority with or junior to the lien of this Mortgage, or which may result in conferring upon a tenant of any part of the Property a right to recover such sums as prepaid rent or as a credit or offset against any future rental obligation. Mortgagor shall pay all operating costs and expenses of the Property, shall keep the Property free from levy, attachment, mechanics', materialmens' and other liens, including without limitation, liens of any supplier, contractor, subcontractor, designer, engineer, architect, or vendor furnishing material or labor to any portion of the Property and shall pay when due all indebtedness which Lender may permit which may be secured by mortgage, lien or charge on the Property. Notwithstanding anything contained herein to the contrary, Mortgagor shall have the right to contest in good faith by appropriate legal or other proceedings the validity or amount of any lien, levy, or attachment imposed upon all or any portion of the Property, provided that (a) Mortgagor gives Lender prior written notice of its intent to contest the same, (b) if requested by Lender, Mortgagor demonstrates to the reasonable satisfaction of Lender that such legal or other proceedings shall operate to prevent the sale of the Property (or any portion thereof) to satisfy payment of the amount being contested prior to final determination of such proceedings, (c) Mortgagor causes the title insurance company insuring the lien of this Mortgage to provide to Lender such affirmative coverages and endorsements as Lender may require to insure the priority of the lien of this Mortgage over the lien of any such lien, levy, or attachment, and (d) if requested by Lender, Mortgagor provides a sufficient undertaking as may be required or permitted by law to accomplish the discharge or release of any such lien, levy, or attachment as to the Property. Furthermore, Mortgagor consents to the intervention by Lender in any such judicial proceeding if Lender determines such intervention is necessary or desirable to protect the interest of Lender. In such event, Mortgagor agrees to reimburse Lender upon demand for all reasonable attorneys' fees, costs and expenses incurred by Lender in connection with its intervention in such judicial proceeding. Any such contest shall be prosecuted with due diligence and Mortgagor shall promptly after final determination thereof pay the amount of any such lien, levy, or attachment so determined, together with all interest and penalties which may be payable in connection therewith. Notwithstanding these provisions, Mortgagor shall (and if Mortgagor shall fail so to do, Lender may but shall not be required to) pay any such lien, levy, or attachment notwithstanding such contest if in the reasonable opinion of Lender, the Property shall be in jeopardy or in danger of being forfeited or foreclosed.

18. Subrogation. Lender is subrogated for further security to the lien, although released of record, of any and all encumbrances paid with the proceeds of the indebtedness secured by this Mortgage. Accordingly, this Mortgage shall be entitled to the lien and priority of any mortgage, deed of trust, lien or other encumbrance that is paid in full or in part with the proceeds of the indebtedness secured by this Mortgage.

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19. Leases and Rents. Any rental payments and other income received by Mortgagor from the Property shall be applied toward the payment when due of the principal of and interest on the Note to the extent such amounts may be due and payable from time to time and Lender may, at its option and without notice or demand, collect and receive all rentals and income due to Mortgagor under the Leases or otherwise and apply said rentals and income toward the payment of the principal of and interest on the Note or any other indebtedness due and payable to Lender under this Mortgage, including but not limited to costs of collection, expenses of operation, advancements and reasonable attorneys' fees. Such right may be exercised by Lender without regard to other security and without releasing Mortgagor from any obligation. This Mortgage shall create a perfected, absolute and present assignment of the Leases and the rents, income and profits arising from the Property to Lender. Notwithstanding the foregoing, until an Event of Default shall occur hereunder Mortgagor is hereby permitted, at its discretion, and is hereby granted a license by Lender, to exercise all rights granted to the landlord under the Leases and to collect, but not prior to accrual, all of the rents and income arising from the Leases and the Property and to retain, use and enjoy the same unless and until an Event of Default shall occur hereunder, provided, however, that all rents and income collected by Mortgagor shall be applied toward operating expenses, real estate taxes and insurance relating to the Property, capital repair items necessary to the operation of the Property, and the payment of sums due and owing under the Note, this Mortgage and the other Loan Documents prior to any other expenditure or distribution by Mortgagor. The right of Mortgagor to collect the rents, income and profits arising from the Property shall constitute a revocable license in favor of Mortgagor, revocable by Lender in accordance with this Mortgage. The aforementioned license in favor of Mortgagor to collect the rents, income and profits arising from the Property and to exercise all other rights granted to the landlord under the Leases shall automatically be deemed to be revoked upon the occurrence of an Event of Default hereunder without further notice to Mortgagor. Further, from and after any such license termination, if Mortgagor receives any rents, income and profits arising from the Property, Mortgagor shall hold any such amounts collected in trust for the sole and exclusive benefit of Lender and Mortgagor shall, within one (1) business day after receipt of such funds, pay the same to Lender. Furthermore, from and after such Event of Default and termination of the aforementioned license, to the extent permitted by law, Lender shall have the right and authority, without any notice whatsoever to Mortgagor and without regard to the adequacy of the security for the indebtedness secured hereby, to collect all of the rents payable under the Leases, enforce the payment thereof, to exercise all other rights of Mortgagor under the Leases and to exercise all other rights and remedies of Lender under this Mortgage. Mortgagor hereby irrevocably appoints and constitutes Lender as its true and lawful attorney-in-fact with full power of substitution for and on behalf of Mortgagor, after an Event of Default, to request, demand, enforce payment, collect and receive the rentals and income payable under the Leases or otherwise, to endorse any checks, drafts or orders evidencing the payment of rentals and income under the Leases or otherwise, and to do and perform any act which Mortgagor might do for and on its own behalf. Any security deposits received by Mortgagor shall be held in trust. Mortgagor shall notify Lender in writing in the event of any default by Mortgagor under the Leases. Mortgagor shall enforce, at its cost and expense, the full performance of all of the conditions, obligations and covenants under the Leases to be observed and performed by the tenants and occupants thereunder and shall appear and defend any action growing out of or in any manner connected with the Leases. Lender may, at its option but without the assumption of any of Mortgagor's obligations as lessor, perform any obligation of Mortgagor under the Leases,

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without releasing Mortgagor from any obligations herein or under the terms of the Leases. In the exercise of such power, Lender shall be entitled to reimbursement for all costs and expenses, including reasonable attorneys' fees, and the same shall be payable upon demand or added to the Note and secured hereby. Mortgagor shall indemnify and save harmless Lender from any and all cost, expense, including reasonable attorneys' fees, or liability under the Leases or by reason of this Mortgage and against claims or demands whatsoever which may be asserted against it by reason of any alleged obligation of Lender to perform or discharge any of the terms of the Leases prior to the date that Lender becomes the fee owner of the Property at a foreclosure sale or by a conveyance by a deed-in-lieu of foreclosure. The receipt by Lender of any rental payments made by tenants and occupants pursuant to the Leases shall constitute a valid receipt and acquittance for all such rents paid, and tenants shall be under no duty or obligation concerning the proper application of any rents so paid. Unless Lender agrees in writing to the contrary, nothing herein contained and no actions taken pursuant to this Mortgage shall be construed as constituting Lender a "Mortgagee in Possession."

20. Maintain Leases. Except to the extent such actions are taken in the ordinary course of business and involve residential leases, Mortgagor shall not materially change, modify, release, waive, terminate or cancel, surrender, alter or amend the Leases or any of the terms and provisions thereof, including the rentals thereunder, approve any subletting or assignment by any lessee under the Leases, nor assign or encumber its rights, title and interest in and to the Leases, nor waive, excuse, condone or in any manner release or discharge the tenants of or from their obligations, covenants and agreements to be performed, nor accept any prepayment of rent (except any amount which may be required to be prepaid by the terms of any such Lease) without first securing, on each occasion, the written consent of Lender, which consent shall not be unreasonably withheld or delayed; provided however, Mortgagor may, without the prior written consent of Lender, terminate or surrender any of the Leases which are in default, provided Mortgagor exercises all rights and remedies available to Mortgagor which may be commercially reasonable to pursue. Mortgagor may enter into non-material modifications of the Leases provided that such modifications are done in the ordinary course of business and do not diminish the rent or other sums payable, or the timing of the payment of same, to the landlord under the Leases. In addition, Mortgagor covenants and agrees that Mortgagor shall not enter into any new leases for the Property unless (i) such lease is a residential lease and Mortgagor uses a standard form lease which has been previously delivered to and approved by Lender as the basis for new leases executed on the Property, or (ii) Lender has specifically consented to any such new lease, which consent shall not be unreasonably withheld. With respect to all new tenants executing leases on the Property after the date hereof, Mortgagor covenants and agrees to obtain Lender's consent to any material changes made to the standard form leases referenced above. With respect to any lease which is not a residential lease, Mortgagor will deliver copies of all lease amendments and new leases to Lender within thirty (30) days after execution whether or not the prior written consent of Lender was required for such amendment or new lease. Mortgagor shall not, without Lender's written consent, request or consent to the subordination of any of the Leases to any lien subordinate to this Mortgage. If Mortgagor becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Mortgagor shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, and (ii) within ten (10) days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as

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shall effectively discharge such setoff and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

21. Extraordinary Payments Under Leases. In the event Mortgagor receives or collects any payment in excess of Five Thousand and 00/100 Dollars (\$5,000.00) in the aggregate from any tenant under any of the Leases (i) pursuant to any right of early termination or cancellation of any of the Leases, (ii) pursuant to a settlement of the obligations of any tenant under any of the Leases, (iii) pursuant to any claim made by Mortgagor as a result of the termination or rejection of any of the Leases pursuant to any federal or state insolvency or bankruptcy statute permitting the termination or rejection of any of the Leases, or (iv) as a result of the waiver of any obligation under any of the Leases, then Mortgagor shall immediately pay such sums directly to Lender for application against the indebtedness secured hereby in such order of application as Lender may determine. All such proceeds applied toward the indebtedness secured hereby shall be applied without the imposition of a prepayment penalty or premium.

22. Security Interest. This Mortgage shall also be considered a security agreement under the Uniform Commercial Code. For purposes of this Mortgage, all references to the "**Uniform Commercial Code**" shall be deemed to mean the Uniform Commercial Code, as amended, modified and/or recodified from time to time, in effect in the State whose laws govern and control the construction of the respective security interests granted under this Mortgage. Mortgagor grants and transfers to Lender a security interest in the Chattels and in all other portions of the Property to the full extent that such property and rights may be subject to the Uniform Commercial Code. Mortgagor hereby authorizes Lender to file with any public office or official (i) such financing statements covering the security interest of Lender in the Property and (ii) such amendment financing statements and correction statements relating to any financing statement covering the security interest of Lender in the Property, as Lender may deem necessary or advisable, at its reasonable discretion, to perfect its security interest. Such financing statements, amendment financing statements and correction statements may be unsigned or, if required to be signed by the applicable office with which Lender intends to file such financing statement, signed only by a representative of Lender. Mortgagor shall reimburse Lender upon demand for any filing fees, documentary taxes, intangible taxes and similar taxes incurred by Lender in connection with the filing of financing statements, or any amendments, corrections or extensions relating thereto, and all such amounts shall be secured by this Mortgage. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any damages, penalty or fee against Lender for failure to furnish Mortgagor with any financing statement filed by Lender which relates to the Property. Mortgagor, to the extent permitted by law, hereby waives and releases all rights to collect or receive any damages, penalty or fee from Lender for failure to furnish Mortgagor with any financing statement filed by Lender which relates to the Property. Upon an Event of Default hereunder, Lender, at its option and without notice or demand, shall be entitled to enter upon the Premises to take immediate possession of the Chattels or to render the same unusable. Upon request, Mortgagor shall assemble and make the Chattels available to Lender at a place to be designated by Lender which is reasonably convenient to both parties. Upon repossession, Lender may propose to retain the Chattels in partial satisfaction of the indebtedness of Mortgagor secured hereby or sell all or any portion of the Chattels at public or private sale in accordance with the Uniform Commercial Code. In the

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further event that Lender shall dispose of any or all of the Chattels after an Event of Default, the proceeds of disposition shall be first applied in the following order: (a) to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, (b) to the reasonable attorneys' fees and legal expenses incurred by Lender, and (c) to the satisfaction of the indebtedness secured hereby. Mortgagor agrees to release and hold harmless Lender from any and all claims arising out of the repossession of the Chattels. In the event of a proposed sale of all or any part of the Chattels, notification shall be given to Mortgagor at least ten (10) days prior thereto. From time to time upon the request of Lender, Mortgagor shall furnish to Lender a current detailed written list of all of the Chattels. Mortgagor shall give prior written notice to Lender of any transfer, sale, pledge, encumbrance, assignment or any other process or action taken or pending, voluntary or involuntary, whereby a third party is to obtain or is attempting to obtain possession of or any interest in any of the Chattels, except in connection with the sale of inventory in the ordinary course of business or disposal of any obsolete equipment for fair market value. To the extent that the Uniform Commercial Code does not apply to any item of the Chattels, it is the intention of this Mortgage that Lender have a common law pledge and/or collateral assignment of such item of Chattels.

23. Fixture Filing. This Mortgage is to be recorded in the real estate records in the Recorder's office of the county in which the Premises are located. THIS MORTGAGE SHALL CONSTITUTE A FIXTURE FILING AND FINANCING STATEMENT TO THE EXTENT PERMITTED UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE ILLINOIS AS TO ALL FIXTURES OWNED BY MORTGAGOR ACTUALLY OR CONSTRUCTIVELY ATTACHED TO THE PREMISES. In connection therewith, (i) Mortgagor shall be deemed the "debtor"; (ii) Lender shall be deemed the "secured party"; (iii) this Mortgage covers goods which are or are to become fixtures; (iv) the name of the record owner of the Real Estate is Mortgagor; (v) the names and addresses of the secured party (Lender) and the debtor (Mortgagor) are set forth in the opening paragraph of this Mortgage; and (vi) the state of organization of Mortgagor is set forth in the next paragraph of this Mortgage.

24. State of Organization. Mortgagor covenants and warrants to Lender that: (i) Mortgagor is a limited liability company duly organized in the State of Illinois, (ii) Mortgagor shall continue to maintain its existence in good standing under the laws of the state of its incorporation or organization, as the case may be, at all times, (iii) Mortgagor's legal name as shown on the records of the Secretary of State in which Mortgagor is organized is POAH ISLAND TERRACE, LLC, and such legal name is correctly reflected in the records of the State of Illinois, (iv) Mortgagor shall not change its legal name without providing Lender with not less than sixty (60) days prior written notice, and (v) Mortgagor shall not voluntarily or involuntarily dissolve, cancel or terminate its legal existence or change the state of its incorporation or organization, as the case may be. Mortgagor shall maintain all of Mortgagor's records regarding the Chattels at such chief executive office or residence.

25. Continuing Lien. This Mortgage creates a continuing lien to secure the full and final payment of the Note and the performance of the other obligations of Mortgagor under this Mortgage or under any other security documents or agreements executed by Mortgagor in connection with the indebtedness secured hereby.

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26. Successors. In the event the ownership of the Property, or any part thereof, becomes vested in a person or persons other than Mortgagor, and Lender does not exercise the option reserved to it hereunder to accelerate the indebtedness secured hereby in the event of alienation of all or any part of the Property, Lender may deal with successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby in the same manner as with Mortgagor, without in any manner vitiating or discharging Mortgagor's liability hereunder, or upon the indebtedness hereby secured.

27. Events of Default. The occurrence of an "Event of Default" under the Loan Agreement shall constitute an event of default under this Mortgage and each such occurrence is herein referred to as an "**Event of Default**". Accordingly, the provisions of the Loan Agreement are by reference incorporated herein and made a part hereof. For purposes of clarification, an "Event of Default" under the Loan Agreement shall mean the occurrence of any event or circumstance that would constitute an "Event of Default" as that term is defined in the Loan Agreement.

28. Specific Remedies. Upon the occurrence of an Event of Default, in addition to all other rights and remedies available to Lender at law or in equity, Lender shall be entitled to exercise any and all of the following rights and remedies:

a. Lender may declare any or all of the indebtedness secured hereby to be immediately due and payable without notice or demand.

b. Lender, at its option, may proceed to foreclose this Mortgage, in one or several concurrent or consecutive proceedings, without relief from valuation and appraisal laws.

c. At any time during the existence of any such Event of Default, Lender shall be entitled to enter into possession of the Premises and to collect the rents, issues and profits thereof, accrued and to accrue, and to apply the same on any indebtedness secured hereby (with application against the various obligations constituting the indebtedness secured hereby in such manner and amounts as Lender, in its sole discretion, may determine).

d. To the extent permitted by applicable law, Lender shall be entitled to the appointment of a receiver in any court of competent jurisdiction for all or any part of the Property, and the proceeds, issues and profits thereof, with the rights and powers referenced herein and such other rights and powers as the court making such appointment shall confer, such powers shall include without limitation the power to collect such rents, issues and profits. Mortgagor hereby waives (i) notice of the exercise by Lender of its right to obtain the appointment of such receiver and (ii) the posting of any bond by Lender in connection with the appointment of such receiver. Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Property.

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e. Lender may order an appraisal and an environmental site assessment of the Chattels, to be in such form and scope and to be performed by an appraiser and engineer, as applicable, as Lender may choose in its sole discretion. All costs and expenses of such appraisal and environmental site assessment shall be immediately paid by Mortgagor upon demand by Lender and such amounts shall be added to the indebtedness secured hereby.

f. In addition to the rights available to a mortgagee of real property Lender shall also have all the rights, remedies and recourse available to a secured party under the Uniform Commercial Code as adopted in Illinois, including the right to proceed under the provisions of the Uniform Commercial Code governing default as to any property which is subject to the security interest created by this Mortgage or to proceed as to such personal property in accordance with the procedures and remedies available pursuant to a foreclosure of real estate. Mortgagor and Lender shall have the benefit of all the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof, except to the extent specifically waived in the Mortgage.

All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

29. Fees and Costs. Mortgagor shall pay to Lender, or its legal representatives, successors and assigns, the costs and expenses, including but not limited to attorneys' fees and legal expenses, incurred by Lender in connection with (i) the exercise of any right or remedy available to it under this Mortgage, whether or not suit is commenced, (ii) the enforcement of any provision contained in this Mortgage, (iii) the collection of any indebtedness or obligations secured hereby, and (iv) any bankruptcy, reorganization, receivership or other proceeding affecting creditor's rights and involving a claim under this Mortgage or any document executed in connection herewith, which fees and costs shall be an additional lien and security interest against the Property and shall be secured hereby. In addition, Mortgagor shall pay to Lender, or its legal representatives, successors and assigns, attorneys' fees, any sums expended for obtaining title reports for the Premises, for title searches, or for title insurance, and all other costs incurred in any action to foreclose this Mortgage, or for the cure of an Event of Default, which fees and costs shall be an additional lien and security interest against the Property and shall be secured hereby. Notwithstanding anything contained herein to the contrary, any provision contained herein requiring the reimbursement of attorney's fees incurred by Lender shall be deemed to be limited to reasonable attorneys' fees incurred by Lender, provided however, there shall be a rebuttable presumption that any such attorneys' fees incurred by Lender are reasonable in nature and amount.

30. Rights Cumulative. In addition to the rights, powers and remedies herein expressly conferred upon Lender, Lender shall be entitled to exercise all rights, powers and remedies available to Lender by law or at equity. Each right, power or remedy herein expressly conferred upon Lender is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to Lender, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed

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expedient by Lender and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

31. Compliance with Mortgage Foreclosure Law. Where any provision of this Mortgage or the other Loan Documents is inconsistent with any provision of the laws of Illinois regulating the creation, perfection, enforcement or priority of a lien or security interest in real or personal property (such laws as amended, modified and/or recodified from time to time, are collectively referred to herein as the "**Applicable Law**"), the provisions of the Applicable Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with the Applicable Law. Conversely, if any provision of this Mortgage shall grant to Lender any rights or remedies upon an Event of Default which is more limited than the rights that would otherwise be vested in Lender under the Applicable Law in the absence of said provision, Lender shall be vested with the rights granted under the Applicable Law to the fullest extent not prohibited by the Applicable Law. If any provision of this Mortgage shall grant to Lender (including Lender acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Mortgage or any of the other Loan Documents any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Lender or in such receiver under the Applicable Law in the absence of said provision, Lender and such receiver shall be vested with the powers, rights and remedies granted under the Applicable Law to the full extent permitted by law.

32. Exercise of Rights. No failure by Lender in the exercise of any of its rights under this Mortgage shall preclude Lender from the exercise thereof in the event of any subsequent Event of Default, and no delay by Lender in the exercise of its rights under this Mortgage shall preclude Lender from the exercise thereof so long as an Event of Default exists. Lender may enforce any one or more of its rights or remedies hereunder successively or concurrently.

33. Additional Assurances. Mortgagor agrees upon the request by Lender to execute and deliver such further instruments, deeds and assurances including financing statements under the Uniform Commercial Code and will do such further acts as may be necessary or proper to carry out more effectively the purposes of this Mortgage and without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the granting clause hereof, or intended so to be. Mortgagor agrees to pay any recording fees, filing fees, note taxes, mortgage registry taxes or other charges arising out of or incident to the filing or recording of this Mortgage and such further assurances and instruments.

34. Extension of Time and Other Acts of Lender. Lender, at its option, may (i) extend the time for the payment of the indebtedness secured hereby, (ii) reduce the payments thereon, (iii) accept a renewal note or notes therefore, (iv) grant any release, with or without consideration, of the whole or any part of the security for the payment of the indebtedness secured hereby or the release of any person, party or entity liable for payment of said indebtedness, or (v) amend or modify in any respect any of the terms and provisions hereof, of this Mortgage, the Note (including substitution of another note) or of any other Loan Documents (as defined herein), without the consent of any endorser or guarantor and without the consent of Mortgagor if Mortgagor has conveyed title to any of the Property, and any such extension,

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reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the primary liability of Mortgagor or any endorser or guarantor to Lender.

35. Partial Release and Additional Security. Any part of the Property covered by this Mortgage may be released by Lender without affecting the lien and security interest hereby granted as to the remainder, and the security of this Mortgage shall not affect or be affected by any other security for the indebtedness secured hereby nor shall the taking of additional security release or impair the security hereof or liability for the indebtedness secured hereby in any manner whatsoever.

36. Waiver of Certain Rights by Mortgagor. Mortgagor for Mortgagor and Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property through Mortgagor, hereby waives, releases and relinquishes, to the full extent permitted by law, each of the following:

- a. any right or claim of right to cause a marshalling of Mortgagor's assets or to cause Lender to proceed against any of the security for the indebtedness secured hereby before proceeding under this Mortgage against Mortgagor and Mortgagor hereby agrees that any court having jurisdiction to foreclose the lien of this Mortgage may order the Premises sold as an entirety;
- b. the benefit of all laws now or hereafter existing providing for any appraisalment before sale of any portion of the Property;
- c. the benefit of all laws now or hereafter existing providing for the extension of time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt;
- d. all rights of redemption, reinstatement, valuation, appraisalment, stay of execution and notice of election to mature or declare due the whole of the indebtedness secured hereby in the event of foreclosure of this Mortgage; and
- e. all rights of dower, curtesy, and homestead in and to the Premises.

All principal, interest and other amounts secured by this Mortgage shall be payable without relief from valuation and appraisalment laws. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, extension or redemption. Mortgagor agrees that any payments required to be made hereunder shall become due on demand and Mortgagor expressly waives and relinquishes all rights and remedies (including any rights of subrogation) accorded by applicable law to indemnitors or guarantors.

37. Waiver of Right to Trial by Jury. **Mortgagor hereby agrees that any suit, action or proceeding, whether a claim or counterclaim, brought or instituted by any party on or with respect to this Mortgage or any other document executed in connection herewith**

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or which in any way relates, directly or indirectly to any of the Loan Documents or any event, transaction or occurrence arising out of or in any way connected with this Mortgage or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. MORTGAGOR, AND LENDER BY ACCEPTANCE HEREOF, HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Mortgagor acknowledges that Mortgagor may have a right to a trial by jury in any such suit, action or proceeding and that Mortgagor hereby is knowingly, intentionally and voluntarily waiving any such right. Mortgagor further acknowledges and agrees that this paragraph is material to this Mortgage and that adequate consideration has been given by Lender and received by Mortgagor in exchange for the waiver made by Mortgagor pursuant to this paragraph.

38. Successors and Assigns. The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, Mortgagor and Lender, their respective successors, assigns, heirs and legal representatives.

39. No Agricultural Use. Mortgagor covenants that the Property shall not be used for either agricultural or farming purposes.

40. Merger. In the event Lender acquires any other estate, or any other lien, in the Premises, no merger shall occur as a result thereof unless Lender consents to a merger in writing.

41. Release of Mortgage. Lender shall release this Mortgage of record upon the satisfaction in full of each of the following conditions: (i) all agreements and obligations of Lender to make any loan or advance any credit to Mortgagor have been terminated, (ii) all indebtedness and obligations secured hereby have been paid and performed in full, including without limitation the indebtedness and obligations evidenced by the Note and any Rate Management Transaction, and (iii) all Rate Management Transactions have been terminated and all breakage and other termination fees which are payable in connection therewith have been paid in full. Mortgagor agrees to reimburse Lender for all costs and expense incurred by Lender in connection with the preparation and recording of such release and, if required by Lender, shall pay such anticipated release expenses in advance.

42. Notices. Any written notice required or permitted to be given to Lender or to Mortgagor hereunder shall be deemed effective when given in the manner as provided for in the Loan Agreement for the sending of notices to Lender and to Mortgagor.

43. Invalidity of Any Provision. It is the intent of this Mortgage to confer to Lender the rights and benefits hereunder to the full extent allowable by law. If any provision (or a portion thereof) of this Mortgage or of any other document executed in connection herewith is held invalid or unenforceable or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable (each such provision, or applicable portion thereof, is herein referred to as an "**Invalid Provision**"), then (i) the remainder of this Mortgage, or the application of such Invalid Provision to any other person or circumstance, shall be valid and enforceable to the fullest extent permitted by law, (ii) the Invalid Provision shall be deemed to be severable in such instance, and (iii) Mortgagor and Lender shall negotiate an equitable

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adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage.

44. **Submission to Jurisdiction.** Mortgagor acknowledges that the office of Lender from which the loan evidenced by the Note is being originated is located in Hamilton County, Indiana and that Lender may be irreparably harmed if required to institute or defend any action in any jurisdiction other than a local, state or federal court located within Hamilton County, Indiana. Therefore, Mortgagor irrevocably agrees that any suit, action or other legal proceeding arising directly, indirectly or otherwise in connection with, out of, related to or from the Note, this Mortgage or any of the other Loan Documents may be brought in either (i) a court located within Hamilton County, Indiana, or (ii) a court located within Illinois. Furthermore, Mortgagor irrevocably (i) consents and submits to the jurisdiction of any local, state or federal court located within Hamilton County, Indiana and Illinois, (ii) waives any objection which Mortgagor may have to the laying of venue in any suit, action or proceeding in any such courts, and (iii) waives any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Notwithstanding anything contained in this paragraph to the contrary, Lender shall have the right to commence and litigate any suit, action or proceeding against Mortgagor or any property of Mortgagor in any court of any other appropriate jurisdiction. Nothing herein shall be deemed to limit any rights, powers or privileges which Lender may have pursuant to any law of the United States of America or any rule, regulation or order of any department or agency thereof and nothing herein shall be deemed to make unlawful any transaction or conduct by Lender which is lawful pursuant to, or which is permitted by, any of the foregoing.

45. **Governing Law.** To the fullest extent permitted by any applicable law, this Mortgage shall be governed by and construed in accordance with the laws of the State of Indiana, notwithstanding that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply. Notwithstanding anything expressed or implied herein to the contrary, the laws of Illinois shall be deemed to govern and control with respect to (i) the creation, perfection, enforcement or priority of a lien or security interest in the Premises, in the Leases, in that portion of the other Property that is located within Illinois, and in any other property of Mortgagor that is located within Illinois granted, assigned or conveyed by this Mortgage, (ii) the perfection, or the effect of perfection or non-perfection, of the security interests granted by this Mortgage in any of the Property that is located within Illinois, (iii) the availability of, and procedures relating to, any remedy hereunder or related to this Mortgage, and (iv) any other provision of this Mortgage to the extent that application of the laws of Illinois are needed in order to obtain the practical realization of the principal benefits and/or security intended to be provided by this Mortgage. Provided, however, if by reason of mandatory provisions of law, the perfection, the effect of perfection or non-perfection, and the priority of a security interest in any personal property are governed by the Uniform Commercial Code in effect in a jurisdiction other than Indiana or Illinois, then such other jurisdiction shall govern and control the provisions hereof relating to perfection, effect of perfection or non-perfection, and the priority of the security interests in any such personal property.

46. **USA Patriot Act Notice; Compliance.** The USA Patriot Act of 2001 (Public Law 107-56), as amended from time to time and any successor statute (herein, the "PATRIOT Act"),

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and federal regulations issued with respect thereto require all financial institutions to obtain, verify and record certain information that identifies each individual or business entity which opens an "account" or establishes a relationship with such financial institution. Consequently, Lender may from time-to-time request, and Mortgagor shall provide to Lender, (i) Mortgagor's name, address, tax identification number, date of birth, and other information that will allow Lender to identify Mortgagor, (ii) the name, address, tax identification number, date of birth, and other information that will allow Lender to identify each guarantor of the indebtedness secured hereby, (iii) the name, address, tax identification number, date of birth, and other information that will allow Lender to identify each officer, partner, member, shareholder or other stakeholder of Mortgagor, and/or (iv) such other identification information as shall be necessary for Lender to comply with federal law. Mortgagor shall provide such information and take such actions as are reasonably requested by Lender in order to assist Lender in maintaining compliance with the PATRIOT Act. An "account" for this purpose may include, without limitation, a deposit account, cash management service, a transaction or asset account, a credit account, a loan or other extension of credit, and/or other financial services product.

47. REMIC Savings Clause. Notwithstanding anything to the contrary contained herein, including Sections 7 and 12, if the Loan is included in a "real estate mortgage investment conduit" (as defined in Section 860D of the Internal Revenue Code of 1986, as amended, and applicable U.S. Department of Treasury regulations issued pursuant thereto) (a "REMIC") trust and the ratio of the unpaid principal balance of the Loan to the value of the Property (as determined by Lender using any commercially reasonable method permitted to a REMIC trust, and which shall exclude the value of any personal property (other than fixtures) or going concern value, if any) exceeds or would exceed 125% immediately after giving effect to the release of any portion of the Property, no release of such Property will be permitted unless the principal balance of the Loan is prepaid by an amount not less than the least amount that is a "qualified amount" as that term is defined in Internal Revenue Service Revenue Procedure 2010-30, as the same may be amended, replaces, supplemented or modified from time to time, unless Lender receives an opinion of counsel that, if this paragraph is applicable but not followed or is no longer applicable at the time of such release, the REMIC trust will not fail to maintain its status as a REMIC trust as a result of the release of such Property.

48. Authorization to Complete Blanks and Conform to Recording Requirements. In the event Mortgagor executes and delivers this Mortgage or any other Loan Documents to Lender with any blank incomplete, Mortgagor authorizes Lender, and its agents, to complete any such open blanks, including without limitation any blanks relating to the effective date of any such Loan Documents, the maturity date of the Note, the address of any party to the Loan Document or the effective date of any other document referenced herein or therein. Mortgagor authorizes Lender, and its agents, to unilaterally make any modifications, adjustments or amendments necessary or appropriate to conform this Mortgage to the requirements for the county recorder in the State where the Premises are located in order to render it in a form acceptable for recording.

49. Interpretation. The captions or headings herein have been inserted solely for the convenience of reference and in no way define or limit the scope, intent or substance of any provision of this Mortgage. Whenever the content requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be

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freely interchangeable. This Mortgage shall be construed without regard to any presumption or other rule requiring construction against the party or parties causing this Mortgage to be drafted. If used herein, the term "gross negligence" shall be deemed to mean a conscious, voluntary act or omission in reckless disregard of a legal duty and of the consequences as affecting any other party to this Mortgage and the Property.

50. State Specific Provisions. To the extent any of the following state specific provisions conflict with any other provisions herein, the following provisions shall control:

a. Collateral Protection Act. The following notice is being provided to Mortgagor pursuant to the Collateral Protection Act (815 ILCS 180/1 et seq.) to allow Lender to place collateral protection insurance:

Unless Mortgagor provides Lender with evidence of the insurance required by this Mortgage, Lender may purchase insurance at Mortgagor's expense to protect Lender's interest in the Property or any other collateral for the indebtedness secured hereby. 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 Property or any other collateral for the indebtedness secured hereby. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required under by this Mortgage or any other Loan Document. If Lender purchases insurance for the Property or any other collateral for the indebtedness secured hereby, Mortgagor shall be responsible for the costs of that insurance, including interest and any other charges that Lender may lawfully impose in connection with the placement of the insurance. The costs of the insurance may be added to the indebtedness secured hereby. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

b. Business Loan Representation. Mortgagor represents and warrants to Lender that the Loan evidenced by the Note is a business loan transacted solely for the purpose of carrying on the business of Mortgagor and not a consumer transaction. The proceeds of the Note will be used only for the purposes specified in 815 ILCS 205/4 and the principal obligation secured by this Mortgage constitutes a "business loan" within the definition and purview of such section.

c. Use of Property. No part of the Property is being used for agricultural purposes or for a personal residence by Mortgagor or any member of Mortgagor. The Property does not constitute agricultural real estate, as defined in Section 15-1201 of the Act, nor does the Property constitute residential real estate, as defined in Section 15-1219 of the Act.

d. Remedies.

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(i) Insurance. Wherever provision is made in the Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Lender, or to confer authority upon Lender to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of Lender shall continue in Lender as judgment creditor or Lender until confirmation of sale.

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

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

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

(3) reasonable attorneys' fees and other costs incurred: (1) in connection with the foreclosure of the Mortgage as referred to in Sections 15-1504(d)(2) and 15-1510 of the Act; (2) in connection with any action, suit or proceeding brought by or against the Lender for the enforcement of the Mortgage or arising from the interest of the Lender hereunder; or (3) in the presentation for the commencement or defense of any such foreclosure or other action related to the Mortgage or the mortgaged real estate;

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

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

(6) expenses incurred and expenditures made by Lender for any one or more of the following: (1) premiums for casualty and liability insurance

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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 Lender takes possession of the Property imposed by Subsection (c)(1) of Section 15-1704 of the Act; (II) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (III) payments required or deemed by Lender to be for the benefit of the Property or required to be made by the owner of the mortgaged real estate under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (IV) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; and (V) pursuant to any lease or other agreement for occupancy of the Property for amounts required to be paid by Mortgagor.

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

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

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

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

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

(III) if right of redemption has not been waived by Mortgagor in the Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 15-1603 of the Act;

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

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(V) application of income in the hands of any receiver or Lender in possession; and

(VI) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 15-1508 and 15-1511 of the Act.

f. Lender in Possession. In addition to any provision of the Mortgage authorizing Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the 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 the Mortgage, all powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of the Act.

g. Waiver of Redemption. Mortgagor acknowledges that the Property does not constitute agricultural real estate, as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act. Pursuant to Section 15-1601(b) of the Act, Mortgagor hereby waives any and all right to redemption.

h. Offset Rights. Lender may secure the appointment of a receiver or receivers, as a matter of right for the Property, whether such receivership be incident to a proposed sale of such Property or otherwise, and without regard to the value of the Property or the solvency of Mortgagor. Mortgagor hereby consents to the appointment of such receiver or receivers, waives any and all defenses to such appointment and agrees not to oppose any application therefor by Lender in accordance with the Act. The appointment of such receiver, trustee or other appointee by virtue of any court order or laws shall not impair or in any manner prejudice the rights of Lender to receive payment of the rents and income pursuant to the Assignment of Leases and Rents.

[the remainder of this page is intentionally left blank,
see the following page for signature of Mortgagor]

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SIGNATURE PAGE FOR MORTGAGOR TO REAL ESTATE MORTGAGE SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND FIXTURE FILING

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

MORTGAGOR:

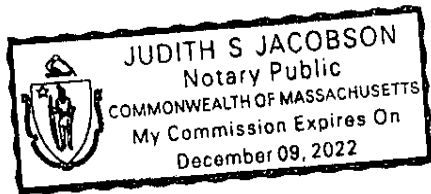
POAH ISLAND TERRACE, LLC,
an Illinois limited liability company

By: PRESERVATION OF AFFORDABLE HOUSING, INC.,
an Illinois not-for-profit corporation,
its Sole Member

By: *Aaron Gornstein*
Name: Aaron Gornstein
Title: President and CEO
Preservation of Affordable Housing, Inc.

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF Suffolk)

On this 21st day of JUNE, 2021, before me, the undersigned notary public, AARON GORNSTEIN, personally appeared, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily, as the President + CEO of Preservation of Affordable Housing, Inc., the sole member of POAH Island Terrace, LLC, for its stated purpose as the voluntary act of POAH Island Terrace.



Judith S. Jacobson
Notary Public
My commission expires: 12/9/2022

This instrument prepared by Jay A. Weddle, Attorney-at-Law, Dinsmore & Shohl LLP, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204.

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EXHIBIT "A"

Legal Description

PARCEL 1:

LOTS 48 AND 51 IN ROBERTSON'S SUBDIVISION BEING A SUBDIVISION OF THE NORTH 25 25/100 ACRES OF THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

✓

PARCEL 2:

LOTS 1, 2, LOT 3 (EXCEPT THE WEST 50 FEET OF THE SOUTH 8.50 FEET OF LOT 3), AND THE NORTH 3.50 FEET OF THE EAST 100 FEET OF LOT 4, AND LOT 17 IN SOUTH PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 441 FEET OF THE NORTH 1490 FEET OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

✓

Property Address: 6430 South Stony Island Avenue, Chicago, Illinois 60637

Property Tax Identification Numbers: 20-23-217-011-0000
20-23-217-012-0000
20-23-217-021-0000

Property of Cook County Clerk's Office