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Karen A. Yarbrough

Cook County Clerk

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Prepared By and Return To:

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AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT

THIS AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT (hereinafter, as it may be from time to time amended, modified, extended, substituted, and/or supplemented, referred to as this "**Mortgage**") is made as of the **30th** day of June, 2021, by **ARLINGTON HEIGHTS 1 LLC**, an Illinois limited liability company having an office at 300 Park Boulevard, Suite 201, Itasca, Illinois 60143 (hereinafter referred to as "**Mortgagor**"), in favor of **WEBSTER BANK, NATIONAL ASSOCIATION**, a national association organized and existing under the laws of the United States of America having its principal place of business at 145 Bank Street, Waterbury, Connecticut 06702 (together with its successors and assigns, hereinafter referred to as "**Mortgagee**").

WITNESSETH:

WHEREAS, on December 14, 2018, Mortgagee made available to Mortgagor a commercial mortgage construction loan in the maximum principal amount of up to Ten Million and 00/100 (\$10,000,000.00) Dollars (hereinafter referred to as the "**Original Construction Loan**"), all as more fully set forth in that certain Construction Loan Agreement dated December 14, 2018, executed by and between Mortgagor, as borrower, and Mortgagee, as lender (hereinafter, as amended and modified prior to the date hereof, referred to as the "**Original Construction Loan Agreement**"); and

WHEREAS, the Original Construction Loan was evidenced by that certain Commercial Promissory Note dated December 14, 2018 (hereinafter, as amended and modified prior to the date hereof, referred to as the "**Original Construction Loan Note**"), in the maximum principal amount of up to Ten Million and 00/100 (\$10,000,000.00) Dollars, executed by Mortgagor, as maker, in favor of Mortgagee, as payee; and

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WHEREAS, on December 14, 2018, Mortgagee also made available to Mortgagor a commercial mortgage bridge loan in the principal amount of Two Million Six Hundred Thousand and 00/100 (\$2,600,000.00) Dollars (hereinafter referred to as the "**Original Bridge Loan**"), all as more fully set forth in that certain Commercial Loan Agreement dated December 14, 2018, executed by and between Mortgagor, as borrower, and Mortgagee, as lender (hereinafter, as amended and modified prior to the date hereof, referred to as the "**Original Bridge Loan Agreement**"); and

WHEREAS, the Original Bridge Loan was evidenced by that certain Commercial Promissory Note dated December 14, 2018 (hereinafter, as amended and modified prior to the date hereof, referred to as the "**Original Bridge Loan Note**"), in the principal amount of Two Million Six Hundred Thousand and 00/100 (\$2,600,000.00) Dollars, executed by Mortgagor, as maker, in favor of Mortgagee, as payee; and

WHEREAS, as security for its obligations in connection with (a) the Original Construction Loan pursuant to the terms, conditions, and provisions of the Original Construction Loan Agreement, the Original Construction Loan Note, and the other loan documents executed in connection therewith and (b) the Original Bridge Loan pursuant to the terms, conditions, and provisions of the Original Bridge Loan Agreement, the Original Bridge Loan Note, and the other loan documents executed in connection therewith, Mortgagor, as mortgagor, executed in favor of Mortgagee, as mortgagee, *inter alia*, that certain Mortgage and Security Agreement and Assignment dated December 14, 2018, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 20, 2018, as Document Number 1535434075 (hereinafter, as amended and modified prior to the date hereof, referred to as the "**Original Mortgage**"); and

WHEREAS, Mortgagor has asked Mortgagee, and Mortgagee has agreed, to amend and restate in their entirety, *inter alia*, (a) the Original Construction Loan Agreement and the Original Bridge Loan Agreement in accordance with the terms, conditions, and provisions of that certain Amended and Restated Construction Loan Agreement dated of even date herewith, executed by and between Mortgagor, as borrower, and Mortgagee, as lender (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "**Loan Agreement**") and (b) the Original Construction Loan Note and the Original Bridge Loan Note pursuant to the terms, conditions, and provisions of that certain Amended and Restated Commercial Promissory Note dated of even date herewith, executed by Mortgagor, as maker, in favor of Mortgagee, as payee (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "**Note**"), all in connection with that certain amended and restated commercial real estate construction loan in the increased maximum principal amount of up to Twenty-Two Million and 00/100 (\$22,000,000.00) Dollars (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "**Loan**"); and

WHEREAS, the grant of the security interest herein by Mortgagor to Mortgagee shall secure the payment and performance of all liabilities and obligations now or

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hereafter owing from Mortgagor to Mortgagee (and any affiliate of Webster Financial Corporation) of whatever kind or nature, whether or not currently contemplated at the time of this Mortgage, whether such obligations be direct or indirect, absolute or contingent or due or to become due, including without limitation, all obligations of Mortgagor, actual or contingent, in respect of contracts with Mortgagee relating to interest rate hedge or swap products or letters of credit or banker's acceptances issued by Mortgagee for the account of or guaranteed by Mortgagor and all obligations of any partnership or joint venture as to which Mortgagor is or may become personally liable (hereinafter referred to as the "**Obligations**", which term shall include all accrued interest and all costs and expenses, including reasonable attorney's fees, reasonable out-of-pocket costs and expenses relating to the appraisal and/or valuation of assets and all reasonable out-of-pocket costs and expenses incurred or paid by Mortgagee in exercising, preserving, defending, collecting, administering, enforcing or protecting any of its rights under the Obligations or hereunder or with respect to any other collateral for the "Indebtedness" (as such term is defined below) or in any litigation arising out of the transactions evidenced by the Obligations); and

WHEREAS, Mortgagor and Mortgagee now desire to amend and restate the Original Mortgage in accordance with the terms, conditions, and provisions of this Mortgage; and

WHEREAS, capitalized terms used but not otherwise expressly defined in this Mortgage shall have the same meanings when used herein as assigned and ascribed to such terms in the Loan Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, MORTGAGOR HEREBY PROMISES, COVENANTS AND AGREES TO AMEND AND RESTATE THE ORIGINAL MORTGAGE WITH ALL OF THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH HEREINBELOW, AND ALL OF THE TERMS, CONDITIONS, AND PROVISIONS OF THE ORIGINAL MORTGAGE ARE HEREBY DEEMED SUPERSEDED, SUBSTITUTED, AND REPLACED BY THE FOLLOWING:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby **GRANTS, CONVEYS, ASSIGNS, TRANSFERS AND MORTGAGES** unto Mortgagee, its successors and assigns, any and all right, title and interest of Mortgagor, if any, in and to the following:

THE MORTGAGED PROPERTY

(A) The land described in Exhibit "A" attached hereto, incorporated herein and made a part hereof (hereinafter referred to as the "**Land**"), which is located in Arlington Heights, Cook County, Illinois, and all trees, shrubbery, crops and other plantings now or hereafter grown on the Land; and

(B) **TOGETHER WITH** (1) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (hereinafter collectively referred

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to as the "**Buildings**"), (2) all right, title and interest of Mortgagor, of whatever character (whether as owner, chattel lessee or otherwise, whether vested or contingent and whether now owned or hereafter acquired), in and to all building materials, supplies and other property now or hereafter stored at or delivered to the Land or any other location for installation in any of the Buildings (the Buildings and such other property being hereinafter collectively referred to as the "**Improvements**"), and (3) all right, title and interest of Mortgagor, of whatever character (whether as owner, chattel lessee or otherwise, whether vested or contingent and whether now owned or hereafter acquired), in any and all plans, specifications, drawings, books, records and similar items relating to the Land or the Improvements, the operation thereof, any rights thereto or any interest therein; and

(C) **TOGETHER WITH** all fixtures, fittings, machinery, appliances, equipment, apparatus, furnishings and personal property of every nature whatsoever now or hereafter located in or on, or attached to, and used or intended to be used in connection with the Land or any of the Buildings, or in connection with the operation thereof or any construction or other work now or hereafter conducted thereon (all of the property described in this paragraph (C) being hereinafter collectively referred to as the "**Equipment**"); and

(D) **TOGETHER WITH** all proceeds, products, extensions, additions, improvements, renewals, substitutions, replacements, accessions, and accretions of and to all or any part of the property described in paragraphs (A), (B) and (C) hereof or any other property encumbered by this Mortgage; and

(E) **TOGETHER WITH** all right, title and interest of Mortgagor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to (1) all streets, roads and public places (whether open or proposed) adjoining or otherwise providing access to the Land, (2) the land lying in the bed of such streets, roads and public places, and (3) all other sidewalks, alleys, ways, passages, vaults, water courses, strips and gores of land adjoining or used or intended to be used in connection with all or any part of the property described in paragraphs (A), (B), (C) and (D) hereof; and

(F) **TOGETHER WITH** all right, title and interest of Mortgagor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to all easements, rights-of-way and rights of use or passage (whether public or private), estates, interests, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, claims, franchises, licenses, profits, rents, royalties, tenements, hereditaments, reversions, remainders and appurtenances of every nature whatsoever in any way now or hereafter belonging, relating or appertaining to all or any part of the property described in paragraphs (A), (B), (C), (D) and (E) hereof; and

(G) **TOGETHER WITH** all right, title and interest of Mortgagor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to (1) any and all judgments, settlements, claims, awards, insurance proceeds and

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other proceeds and compensation, and interest thereon (hereinafter collectively referred to as "**Compensation**"), now or hereafter made or payable in connection with any casualty or other damage to all or any part of the property described in paragraphs (A), (B), (C), (D), (E) and (F) hereof, or in connection with any condemnation proceedings affecting any such property or any taking under power of eminent domain (or any conveyance in lieu of or under threat of any such taking) of any such property or any rights thereto or any interest therein, including, without limitation, any and all Compensation for change of grade of streets or any other injury to or decrease in the value of such property, (2) any and all proceeds of any sales, assignments or other dispositions of any such property or any rights thereto or any interest therein, (3) any and all proceeds of any other conversion (whether voluntary or involuntary) of any such property into cash or any liquidated claim, (4) any and all refunds of insurance premiums, taxes, assessments, water charges, sewer rents or other impositions in respect of any such property, and (5) all accounts, accounts receivable, option rights, contract rights, general intangibles, permits, licenses, approvals, bonuses, actions and rights in action arising from or relating to any such property (including, without limitation, all rights to insurance proceeds and unearned insurance premiums and all rights of Mortgagor in and to all contracts relating to management, maintenance and security of any such property); and

(H) **TOGETHER WITH** all right, title and interest of Mortgagor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to all rents, royalties, issues, profits, revenues, income and other benefits of and from all or any part of the property described in paragraphs (A), (B), (C), (D), (E) and (F) hereof or any business conducted thereon by Mortgagor, whether now or hereafter payable or accruing (including, without limitation, any and all monetary sums paid or payable from time to time by any and all tenants, licensees, invitees, guests, customers, occupants or other users of any such property or business), and all right of Mortgagor to collect and receive the same; provided, however, that permission is hereby given to Mortgagor, so long as no Event of Default (as hereinafter defined) shall have occurred and be continuing, to collect and use such rents, royalties, issues, profits, revenues, income and other benefits as they become due and payable, but not in advance thereof, which permission shall terminate immediately upon the occurrence of, and during the continuance of, any Event of Default; and

(I) **TOGETHER WITH** (1) all right, title and interest of Mortgagor (whether as seller, purchaser or otherwise) in and to any and all agreements for purchase and sale or any other transfer of all or any part of the property described in paragraphs (A), (B), (C), (D), (E) and (F) hereof, together with any and all down payments, earnest money deposits and other sums paid or payable or deposited in connection therewith, and (2) all right, title and interest of Mortgagor (whether as lessor, lessee or otherwise) in and to any and all leases, subleases, use, occupancy or similar agreements (hereinafter collectively referred to as "**leases**") now or hereafter affecting all or any part of the property described in paragraphs (A), (B), (C), (D), (E) and (F) hereof, together with any and all guaranties thereof and security therefor (including, without limitation, any and all right, title and interest of Mortgagor in and to property of any tenant or other Person under any such lease or under any other arrangement entered into in connection with any such lease, and

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any and all cash, security deposits, advance rentals and deposits or payments of a similar nature under any such lease or other arrangement) and together with all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments), subject, however, to the conditional permission given to Mortgagor to collect and use the rents, income and other benefits arising under any such lease as provided above; and

(J) **TOGETHER WITH** all right, title and interest of Mortgagor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to any and all further or greater estate, right, title, interest, claim and demand of Mortgagor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to any of the property described in the foregoing paragraphs or any rights or interests appurtenant thereto; and

(K) **TOGETHER WITH** all Proceeds relating to all or any portion of the foregoing collateral described in paragraphs (A) through (I) above, whether such Proceeds take the form of Accounts, Inventory, Instruments (including Promissory Notes), Documents, Chattel Paper, Investment Property, Certificated Securities, Uncertificated Securities, Security Entitlements, General Intangibles, Payment Intangibles, Software, Deposit Accounts, Letter of Credit Rights, Equipment, Farm Products or Fixtures, or otherwise, and all Supporting Obligations relating to any of the foregoing, as each of those capitalized terms is defined in the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State of Illinois (hereinafter referred to as the "**Uniform Commercial Code**").

All of the property described in paragraphs (A), (B), (C), (D), (E), (F), (G), (H), (I), (J) and (K) above, and each item of property therein described, is herein collectively referred to as the "**Mortgaged Property**".

Mortgagor hereby grants and conveys to Mortgagee a first priority security interest in all of Mortgagor's right, title and interest in and to any and all personal property and fixtures included within the Mortgaged Property and agrees that Mortgagee shall have with respect thereto (in addition to its other rights and remedies), all rights and remedies of a secured party under the Uniform Commercial Code. This instrument is intended to take effect as a security agreement under the Uniform Commercial Code and is to be filed in the real estate records as a fixture filing pursuant to the Uniform Commercial Code. Notwithstanding the foregoing, Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of the Mortgaged Property. Mortgagor agrees that no other chattel mortgage or other security agreement shall be filed with respect to the Mortgaged Property without the prior written consent of Mortgagee.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns forever, to its and their own proper use.

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AND ALSO, Mortgagor, for itself and its successors and assigns, covenants with and warrants to Mortgagee, its successors and assigns, that Mortgagor is well seized of the Land, the Buildings and all other parts of the Mortgaged Property constituting real property as a good indefeasible estate in fee simple, that Mortgagor has good and absolute title to the Equipment and all other parts of the Mortgaged Property constituting personal property, that Mortgagor has good right, full power and lawful authority, without the joinder or consent of any Person, to grant, convey, assign, transfer and mortgage the Mortgaged Property in manner and form as written above, and that the Mortgaged Property is free and clear of all claims, demands, liens, security interests, charges, encumbrances and exceptions to title whatsoever (except as set forth in the mortgagee title insurance policy approved by and issued to Mortgagee, insuring the priority of the lien of this Mortgage and except for such present or future encumbrances as permitted therein);

AND FURTHERMORE, Mortgagor does by these presents bind itself and its successors and assigns forever to **WARRANT AND DEFEND** title to the Mortgaged Property to Mortgagee, its successors and assigns, against all claims, demands, liens, security interests, charges, encumbrances and exceptions to title (except as set forth in the mortgagee title insurance policy approved by and issued to Mortgagee, insuring the priority of the lien of this Mortgage and except for such present or future encumbrances as permitted therein).

PROVIDED ALWAYS, and this instrument is upon the express condition that, if Mortgagee is paid the principal sum mentioned in the Note, the interest thereon and all other sums payable to Mortgagee as are secured hereby, in accordance with the provisions of the Note and this Mortgage, at the times and in the manner specified, without deduction, fraud or delay, and Mortgagor performs and complies with all the agreements, conditions, covenants, provisions and stipulations contained herein and in the Loan Documents, then this Mortgage and the estate hereby granted shall cease and become void.

NOW, THEREFORE, to induce Mortgagee to make the Loan which is evidenced by the Note and secured by this Mortgage, Mortgagor has and does hereby agree, warrant, covenant and represent as follows:

ARTICLE ONE -- COVENANTS OF MORTGAGOR

1.01 Performance of Obligations. Mortgagor shall cause to be performed, observed and complied with all provisions of this Mortgage, of the Note and of every other instrument, document or agreement, now or hereafter evidencing, governing or securing all or any part of the indebtedness evidenced by the Note or otherwise governing the responsibilities of Mortgagor in connection with such indebtedness or the Mortgaged Property, and Mortgagor shall promptly pay to Mortgagee when due all principal, interest and other sums required to be paid by Mortgagor under the Note, this Mortgage, the Loan Agreement or any such other instrument (the Note, this Mortgage, the Loan Agreement and all such other instruments, documents or agreements which may now or hereafter

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evidence, govern or secure the Note or the Loan Agreement being herein collectively referred to as the "Loan Documents" and the principal amount of the Note outstanding from time to time, all accrued interest thereon and all other obligations and indebtedness described in this Mortgage or any of the Loan Documents being herein collectively referred to as the "Indebtedness"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement. **THIS MORTGAGE SECURES FUTURE ADVANCES MADE PURSUANT TO THE LOAN AGREEMENT.**

1.02 General Representations, Covenants and Warranties. Mortgagor warrants, represents and covenants that, as of the date hereof: (a) Mortgagor is a duly formed and validly existing limited liability company under the Laws of the State of Illinois and is duly qualified to do business in the State of Illinois; (b) Mortgagor has duly obtained all licenses, permits, approvals and authorizations, and has duly completed all filings, required for the conduct of its business; (c) all due action has been taken to make and constitute the Loan Documents, and the Loan Documents do constitute, legal, valid and binding obligations enforceable in accordance with their respective terms, subject to the effect of bankruptcy and other Laws affecting the rights of creditors generally; (d) to Mortgagor's actual knowledge, there are no provisions in any indenture, contract, agreement or other document affecting Mortgagor, or to which Mortgagor is a party or by which Mortgagor or its properties are bound, which prohibit or limit the execution of any of the Loan Documents, or the performance and observance by Mortgagor of any of the covenants, agreements, conditions or other provisions of any of the Loan Documents, and, to Mortgagor's actual knowledge, such actions by Mortgagor will not violate in any material respect any Law, ordinance, rule, regulation, order, judgment, injunction or decree presently in effect or the adoption of which is known to Mortgagor to be presently under consideration; (e) Mortgagor is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities and no bankruptcy or insolvency cases or proceedings are pending, or to the knowledge of Mortgagor contemplated, by or against Mortgagor; (f) all reports, statements and other data furnished to Mortgagee by Mortgagor (excluding, without limitation, any separate valuations or appraisals or parts of documents containing valuations or appraisals and any such materials prepared by third parties which Mortgagor only represents to be complete copies of the materials in Mortgagor's possession) are true, correct and complete in all material respects and do not omit to state any material fact or circumstance necessary to make the statements contained therein, in light of the circumstances under which such information is furnished, not materially misleading; (g) Mortgagor possesses a good and marketable title to the Mortgaged Property subject only to those liens and encumbrances in favor of Mortgagee and as otherwise described on **Exhibit "B"** attached hereto, including, without limitation, all present and future encumbrances expressly permitted therein (hereinafter collectively referred to as "**Permitted Exceptions**"); (h) there are no actions, suits or proceedings pending, or to the actual knowledge of Mortgagor threatened, against or affecting Mortgagor or the Mortgaged Property in any court or before any governmental authority, nor is Mortgagor in default with respect to any order of any court or governmental authority; (i) all costs incurred by Mortgagor prior to the date hereof in connection with any construction of, in or on any Improvements or in connection with the purchase of any Equipment have been paid; (j) except as otherwise disclosed on the ALTA/NSPS survey

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described below, the Land has frontage on, and direct access for ingress and egress to, a publicly dedicated street or highway; (k) to Mortgagor's actual knowledge based solely on that certain ALTA/NSPS survey prepared by a licensed surveyor and delivered to Mortgagee prior to the date hereof, except as otherwise disclosed to Mortgagee, electric, gas, sewer, water and telephone facilities and any other necessary utilities presently are or will be available in sufficient capacity to service the Mortgaged Property satisfactorily until the Indebtedness shall have been paid in full; and (l) Mortgagor has not received any written notice of default, or any written notice of the existence of any state of facts which, with notice or the passage of time, or both, would constitute a default, under any instrument evidencing or securing any indebtedness of Mortgagor. The term "actual knowledge" shall have the meaning as is ascribed to such term in the Loan Agreement.

1.03 Compliance with Laws. Mortgagor warrants and represents that, as of the date of this Mortgage, to the best of Mortgagor's knowledge and except as otherwise disclosed to Mortgagee, the Mortgaged Property presently complies in all material respects with all applicable agreements and restrictive covenants and with all applicable Laws, ordinances, rules, regulations, orders, judgments, injunctions and decrees (including, without limitation, all zoning and subdivision ordinances and building codes and all health and environmental Laws and regulations except as otherwise disclosed to Mortgagee), and all licenses, permits, approvals and authorizations required to conduct Mortgagor's business at the Mortgaged Property have been duly obtained and are in effect. Mortgagor shall cause the Mortgaged Property and the use thereof to comply in all material respects with all such agreements, covenants, Laws, ordinances, rules, regulations, orders, judgments, injunctions and decrees (whether now or hereafter in effect).

1.04 Discharge of Liens. Except as provided in Section 5.15 below, if any mechanic's, laborer's, materialman's, statutory or other lien (other than any lien for taxes not yet due and payable) shall be filed or otherwise imposed upon or against all or any part of the Mortgaged Property due to the acts or omissions of Mortgagor, then Mortgagor shall, within thirty (30) days after being given notice of the filing thereof or otherwise becoming aware of the imposition thereof, cause such lien to be vacated or discharged of record by payment, deposit, bond, final order of a court of competent jurisdiction or otherwise. If such lien shall not be so vacated or discharged, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge such lien in such manner as Mortgagee may select, and Mortgagee shall be entitled, if Mortgagee shall so elect, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of any judgment in favor of such lienor with interest, costs and allowances. Within ten (10) Business Days after Mortgagor's receipt of written request by Mortgagee, Mortgagor shall pay to Mortgagee, or to any other Person designated by Mortgagee, the amount of all payments made by Mortgagee as provided above and all out-of-pocket costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees) incurred by Mortgagee in connection therewith, together with interest thereon at the "Default Rate" (as defined in the Note) from the date paid or incurred by Mortgagee until the date so paid to, or as directed by, Mortgagee.

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1.05 Taxes Affecting Mortgaged Property.

(a) Mortgagor shall pay or cause to be paid, on or before the last day when they may be paid without interest or penalty, all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations and encumbrances (including, without limitation, water and sewer rents and charges, charges for setting or repairing meters and charges for other utilities), general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind whatsoever, now or hereafter imposed, levied or assessed upon or against all or any part of the Mortgaged Property, the use, occupancy or possession thereof, this Mortgage, the Indebtedness or the interest of Mortgagee in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges levied and imposed upon or against Mortgagor or in respect of all or any part of the Mortgaged Property, and any and all interest, costs and penalties on or with respect to any of the foregoing (hereinafter collectively referred to as the "Impositions"); provided, however, that Mortgagor may in good faith, by appropriate proceedings diligently conducted (including, without limitation, payment of the asserted Imposition under protest if such payment must be made in order to contest such Imposition), contest the validity, applicability or amount of any asserted Imposition, and such contest shall not constitute a default under this paragraph if, on or before the due date of such asserted Imposition, Mortgagor shall establish an escrow acceptable to Mortgagee in an amount estimated by Mortgagee to be adequate to cover the payment of such Imposition and all interest, costs and penalties thereon. If such escrow is insufficient to pay any amount adjudged by a court of competent jurisdiction to be due, and all interest, costs and penalties thereon, Mortgagor shall pay such deficiency no later than the date such judgment becomes final. Upon request by Mortgagee, Mortgagor shall exhibit to Mortgagee original receipts or other satisfactory proof of payment of the then most recently paid Impositions.

(b) Mortgagor shall not claim, demand or be entitled to receive any credit on account of the Indebtedness for any Impositions. No deduction shall be claimed from the taxable value of all or any part of the Mortgaged Property by reason of the Indebtedness, any of the Loan Documents or the interest of Mortgagee in the Mortgaged Property.

1.06 Taxes Affecting Mortgagee's Interest. Mortgagor shall pay when due any and all mortgage recording, intangible property and documentary stamp taxes, all similar taxes, and all filing, registration and recording fees, which are now or hereafter may become payable in connection with the Indebtedness, this Mortgage or any of the other Loan Documents. Mortgagor shall pay when due any and all transfer and conveyance taxes which are now or hereafter may become payable in connection with the Indebtedness, this Mortgage or any of the other Loan Documents, or in connection with any foreclosure of this Mortgage, any other transfer of title to the Mortgaged Property in extinguishment of all or any part of the Indebtedness or any other enforcement of Mortgagee's rights with respect thereto. The entry by a court of a decision that an undertaking by Mortgagor pursuant to this Mortgage to pay taxes, assessments, levies,

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liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or the adoption of any Law or procedure changing the Laws or procedures now in force for the taxation of mortgages or debts secured by mortgages so as to affect adversely the security of this Mortgage or to reduce the net income to Mortgagee in respect of the Indebtedness, shall constitute a default under this Mortgage unless (i) upon request by Mortgagee, Mortgagor promptly shall pay to Mortgagee or to the taxing authority (if so directed by Mortgagee), all taxes, charges and related costs for which Mortgagee may be liable as a result thereof, and (ii) such payment by Mortgagor shall (in Mortgagee's judgment) be permitted and shall not render the Note usurious.

1.07 Insurance.

(a) Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of Mortgagor and Mortgagee, for so long as this Mortgage shall remain in effect, insurance policies (including renewals thereof as herein provided) in such amounts as Mortgagee may require, insuring the Mortgaged Property against all insurable hazards, casualties and contingencies (including, without limitation, loss of rentals or business interruption) as Mortgagee may require, and shall pay promptly when due any and all premiums on such insurance policies. If the Mortgaged Property is located in an area designated by the Federal Emergency Management Agency or the Flood Disaster Protection Act of 1973 (P.L. 93-234) as being in a "special flood hazard area" or as having specific flood hazards, whether now or at any time hereafter, Mortgagor shall also furnish Mortgagee with flood insurance policies which conform to the requirements of said Flood Disaster Protection Act of 1973 and the National Flood Insurance Act of 1968, as either may be amended from time to time.

(b) The amounts of any such insurance coverages shall be in an amount equal to the full insurable value and shall be maintained thereafter at all times in an amount such that Mortgagor will not be deemed a co-insurer under applicable insurance Laws, regulations, policies or practices. Renewals of such policies shall be so delivered at least ten (10) days before any such insurance shall expire. If Mortgagor shall fail to provide any such insurance, or shall fail to replace any of the same within ten (10) days after being notified that the insuring company is no longer approved by Mortgagee, or if any such insurance is cancelled or lapses without replacement, Mortgagee may, at its option, procure the same in such amounts as Mortgagee may reasonably determine and the cost thereof together with interest thereon at the Default Rate as set forth in the Note per annum from the date of expenditure by Mortgagee to the date of repayment by Mortgagor to Mortgagee shall be repaid by Mortgagor to Mortgagee on demand and shall be part of the indebtedness secured hereby.

(c) All such policies required under this Section 1.07 shall be issued by a company or companies acceptable to Mortgagee. All such policies required under this Section 1.07 shall be in form acceptable to Mortgagee, and shall contain such provisions and endorsements as Mortgagee may require. Without limiting the generality of the foregoing, each such policy required under this Section 1.07 shall contain a noncontributory standard mortgagee endorsement making all losses payable to

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Mortgagee, and shall provide that no act or omission of Mortgagor shall invalidate such policy as against Mortgagee, and shall provide that such policy shall not be canceled, terminated or materially altered without at least thirty (30) days' prior written notice to Mortgagee.

(d) All such policies required under this Section 1.07 shall be delivered to and held by Mortgagee. At least fifteen (15) days prior to the expiration date of each such policy, a renewal thereof satisfactory to Mortgagee shall be delivered to Mortgagee. Within fifteen (15) days after the effective date of each such policy and each such renewal, Mortgagor shall deliver to Mortgagee a satisfactory receipt evidencing the payment of all premiums on such insurance policy or renewal, prepaid for a period of at least six (6) months. Mortgagee's acceptance or approval of any insurer shall not be construed as a representation or warranty of the solvency of such insurer, and Mortgagee's acceptance or approval of any insurance coverage shall not be construed as a representation or warranty of the sufficiency of such coverage.

(e) In the event of any foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of all or any part of the Indebtedness, all right, title and interest of Mortgagor in and to all such insurance policies then in force shall pass to the purchaser or Mortgagee.

(f) Mortgagor shall give written notice to Mortgagee of any loss covered by any insurance policy on the Mortgaged Property promptly after Mortgagor obtains actual knowledge thereof, and Mortgagee may make proof of loss with respect thereto if not made promptly by Mortgagor. Mortgagor's right, title and interest in and to the proceeds of all insurance shall, at the option of Mortgagee, be applied by Mortgagee in reduction of the Indebtedness secured hereby, whether the same be then mature or unmatured (no such application shall be deemed to be an advance payment of any subsequently accruing fixed sum and shall not be subject to a prepayment penalty) or paid over wholly or in part to Mortgagor by Mortgagee for the repair of the Mortgaged Property or for any other purpose or object satisfactory to Mortgagee; provided, however, Mortgagee shall not exercise its right to apply the insurance proceeds in reduction of the Indebtedness hereby secured and shall make such proceeds available for reconstruction of Improvements on the Mortgaged Property if Mortgagee, in its reasonable discretion, determines that (i) the damage can be restored and the Mortgaged Property can be restored to substantially the same condition as existed prior to the casualty on or before the Maturity Date, (ii) no tenant shall have terminated (or have the right to terminate which has not been waived) its lease of any portion of the Mortgaged Property as a result of the casualty, and (iii) no Event of Default shall have occurred and be continuing hereunder or under the Note or the Loan Documents. Mortgagor hereby assigns to Mortgagee, for the use and purposes aforesaid, all of Mortgagor's right, title and interest in and to all insurance required by this Mortgage and the proceeds thereof. Such insurance proceeds received by Mortgagee shall not be commingled with the general funds of Mortgagee. No interest shall be payable in respect of any such proceeds received by Mortgagee. After deducting from such insurance proceeds any expenses incurred by Mortgagee in the adjustment or compromise of such loss or in the collection or handling of such funds

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(including, without limitation, attorneys' fees), Mortgagee may apply the net proceeds, in such manner as Mortgagee may determine, either toward restoring the Mortgaged Property or to the reduction of the Indebtedness, whether then matured or to mature in the future. Alternatively, at the option of Mortgagee, Mortgagee may pay over to Mortgagor all or any part of such net proceeds for the purpose of repairing the Improvements, building new Improvements in their place, or for any other purpose or object satisfactory to Mortgagee, without affecting the lien of this Mortgage as security for the full Indebtedness secured hereby before such payment to Mortgagor took place. Notwithstanding any such loss, Mortgagor shall continue to pay interest, at the applicable rate and at the times provided in the Note, on the entire outstanding principal amount of the Indebtedness. Although Mortgagee intends to use reasonable efforts to collect such proceeds in a timely fashion, Mortgagee shall not be responsible for any failure to collect any proceeds due under the terms of any policy, regardless of the cause of such failure.

(g) Mortgagor shall, at its sole expense, obtain for, deliver to and maintain for the benefit of Mortgagor and Mortgagee, for so long as this Mortgage shall remain in effect, commercial liability insurance policies (including renewals thereof) relating to the Mortgaged Property, in such amounts, with such companies and in such form as Mortgagee may require. Mortgagee may require such policies to contain an endorsement, in form satisfactory to Mortgagee, naming Mortgagee as an additional insured thereunder. Mortgagor shall pay promptly when due any and all premiums on such insurance policies and, promptly thereafter, shall deliver to Mortgagee satisfactory evidence of the continuance of such coverage.

(h) Mortgagor shall not carry any additional or separate insurance concurrent in form or contributing in the event of loss with any insurance required to be maintained hereunder, or in excess of the amounts required hereunder, unless such insurance shall comply with the provisions of this Section 1.07 (including, without limitation, the loss payable provisions herein set forth). Mortgagor immediately shall notify Mortgagee if any such additional, separate or excess insurance shall be carried and shall deliver to Mortgagee duplicate originals of all policies of such insurance (including all renewals thereof).

(i) Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage as and when required hereunder, Mortgagee may purchase insurance (hereinafter collectively referred to as "**Collateral Protection Insurance**") at Mortgagor's expense to protect Mortgagee's interests in the Mortgaged Property in accordance with the Illinois Collateral Protection Act, 815 ILCS 180/15. The Collateral Protection Insurance shall protect both Mortgagee's and Mortgagor's interests in the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases Collateral Protection Insurance for the Mortgaged Property, Mortgagor will be responsible for the costs of that insurance, including interest thereon at the rate of interest applicable to the Loan until the effective date of the cancellation or expiration of the insurance. The costs of the Collateral Protection Insurance may be added to the Obligations. The costs

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of the Collateral Protection Insurance may be more than the cost of insurance Mortgagee may be able to obtain on its own. Within thirty (30) calendar days following the purchase of Collateral Protection Insurance, Mortgagee shall mail to Mortgagor and to any cosigner, guarantor, or other Person liable with Mortgagor for the obligation, at the last known address on file with the Mortgagee for any such Person, a notice entitled "Notice of Placement of Insurance" in the following form:

Your credit agreement with us requires you to maintain adequate insurance on your collateral until you pay off your loan. You have not given us proof that you have adequate insurance on your collateral. Under the terms of your credit agreement, we have purchased insurance at your expense to protect our interests in your collateral.

The insurance we purchased will pay claims made by us as the creditor and will pay any claims made by you or against you in connection with your collateral.

You are responsible for the costs of this insurance, including interest thereon at the rate of interest applicable to the Loan. The initial premium payment for this insurance will be (amount), which may include interest thereon. The costs of this insurance will be added to your payment obligations and may be more than for insurance you can buy on your own.

You still may obtain insurance of your own choosing on the collateral. If you provide us with proof that you have obtained adequate insurance on your collateral, we will cancel the insurance that we purchased and refund or credit any unearned premiums to you.

If, within thirty (30) days after the date this notice was sent to you, you provide us with proof that you had adequate insurance on your collateral as of the date we also purchased insurance and that you continue to have the insurance that you purchased yourself, we will cancel the insurance that we purchased without charging you any costs, interest, or other charges in connection with the insurance that we purchased.

In accordance with 815 ILCS 180/15, the repayment of the costs of the Collateral Protection Insurance, which shall include interest as noted above, shall be paid in full within thirty (30) days after the date of the Notice of Placement of Insurance was delivered to Mortgagor unless Mortgagee had adequate escrows therefor pursuant to Section 1.08 below.

1.08 Escrow Deposits.

(a) In order to secure the performance and discharge of Mortgagor's obligations under Section 1.05 and Section 1.07, but not in lieu of such obligations, Mortgagor shall pay over to Mortgagee (i) an amount equal to one-twelfth (1/12th) of the next maturing annual Impositions or insurance premiums, or both, for each month that has elapsed since the last date to which such Impositions or premiums, as the case may be, then have been paid, and (ii) with each installment on the Note, sufficient funds (as estimated from time to time by Mortgagee) to permit Mortgagee to pay such Impositions or premiums, or both, when due. Upon request by Mortgagee, Mortgagor shall pay to

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Mortgagee such additional funds as may be required to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such Impositions or premiums, or both, when due. Such deposits shall not be, nor be deemed to be, trust funds and may be commingled with the general funds of Mortgagee. No interest shall be payable in respect of any such deposits. Mortgagor promptly shall provide to Mortgagee all bills for Impositions and insurance premiums as to which Mortgagee is collecting such deposits, together with any other documents required to enable Mortgagee to pay such Impositions and premiums when due. Upon the occurrence of an Event of Default, Mortgagee, at its option, may apply to the reduction of the Indebtedness, in such manner as Mortgagee may determine, any amount under this Section then remaining to Mortgagor's credit. Nothing contained in this Section shall be deemed to affect any right or remedy of Mortgagee under any provision of this Mortgage or of any statute or rule of Law to pay any amount required to be paid by Section 1.05 or Section 1.07, to add the amount so paid to the Indebtedness and to require Mortgagor to reimburse Mortgagee for such amount, together with interest thereon at the Default Rate from the date so paid by Mortgagee until the date so reimbursed to Mortgagee.

(b) Notwithstanding anything to the contrary contained in Section 1.08(a) above, the requirement to make such deposits is hereby waived by Mortgagee, provided that the following conditions are fulfilled at all times: (i) the annual Impositions and insurance premiums are paid not later than the due date thereof, and Mortgagee shall have received satisfactory evidence of payment prior to the date such payments are due; and (ii) no Event of Default shall have occurred and be continuing under any of the Loan Documents. If, at any time, any of the above conditions are not fulfilled, Mortgagee may at its option require that Mortgagor commence making the monthly escrow deposits in accordance with the terms of Section 1.08(a) above.

1.09 Condemnation. If all or any part of the Mortgaged Property is damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness and in any event to the extent of Mortgagor's right, title and interest therein, is hereby assigned to the Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to the Mortgagee. Such award or monies shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable and, at any time from and after the taking the Mortgagee may declare the whole of the balance of the Indebtedness to be due and payable. Notwithstanding the provisions of this Section 1.09 to the contrary, if any condemnation or taking of less than the entire Mortgaged Property occurs and provided that no Event of Default and no event or circumstance which with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and if such partial condemnation, in the reasonable discretion of the Mortgagee, has no material adverse effect on the operation or value of the Mortgaged Property, then the award or payment for such taking or consideration for damages resulting therefrom, to the extent of Mortgagor's interest therein, may be collected and received by Mortgagor, and the Mortgagee hereby

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agrees that in such event it shall not declare the Indebtedness to be due and payable, if it is not otherwise then due and payable.

1.10 Care and Management of Mortgaged Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good, safe and tenantable condition and repair. Mortgagor shall not threaten, cause, permit or suffer (i) any abandonment, physical waste, impairment or deterioration of all or any part of the Mortgaged Property, (ii) the conduct of any nuisance in or on all or any part of the Mortgaged Property, or (iii) any action that will increase the risk of fire or other hazard to all or any part of the Mortgaged Property. Mortgagor pay when due all charges for utilities, whether public or private, serving or intended to serve all or any part of the Mortgaged Property.

(b) Mortgagee may enter upon the Mortgaged Property for the purposes of conducting inspections thereon while this Mortgage is in effect, provided that no inspections shall be conducted without Mortgagee providing Mortgagor at least 48 hours' prior notice, including providing Mortgagor the opportunity to have a representative present at the Mortgaged Property during such inspection.

(c) No part of the Mortgaged Property shall be removed, demolished or materially altered, without the prior written consent of Mortgagee, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Mortgagor shall have the right, without the consent of Mortgagee, to remove and dispose of, free from the lien of this Mortgage, items of Equipment or other personal property which shall have become worn out or obsolete; provided, however, that, either contemporaneously with or prior to such removal or disposition, any such item shall be replaced with another item or items of equal utility and of a value at least equal to that of the replaced item when first acquired, which item or items shall be owned by Mortgagor and shall be free from any security interest, ownership interest or other right or claim of any other Person. By such removal and replacement, Mortgagor conclusively shall be deemed to have elected to subject said replacement item to the lien and security interest of this Mortgage.

1.11 Use of Mortgaged Property. The Mortgaged Property shall be used as and for an industrial/distribution building and related purposes and for no other purpose. Other than for the Property Improvement Work, no development or other alteration of the Mortgaged Property shall be permitted without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed.

1.12 Leases.

(a) Mortgagor warrants and represents that (i) the schedule of leases delivered to Mortgagee in connection with the transaction of which this Mortgage is a part is true, correct and complete, (ii) all leases described in said schedule are presently in effect, and (iii) to the best of Mortgagor's knowledge, no default exists under any such lease (other than any default disclosed in said schedule). Upon request of Mortgagee,

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Mortgagor shall provide Mortgagee with a current list of all leases then affecting the Mortgaged Property. Mortgagor shall keep, perform and observe its obligations as landlord under all leases now or hereafter affecting all or any part of the Mortgaged Property, and Mortgagor shall use reasonable efforts to require each tenant under any such lease to keep, perform and observe its obligations as tenant under such lease. Upon request by Mortgagee, Mortgagor shall promptly furnish to Mortgagee original or certified copies of all such leases and all amendments thereto.

(b) Mortgagor shall not enter into any new leases of space within the Mortgaged Property without obtaining the prior written approval of Mortgagee as to the lease and the tenant thereunder, other than Approved Leases (as defined in Section 5.1(g) of the Loan Agreement). Mortgagor shall not amend, modify or alter in a material manner any of the terms of any of the existing leases of space within the Mortgaged Property in a manner which would cause such lease to fail to qualify as an Approved Lease, without obtaining the prior written approval of Mortgagee. Mortgagor shall not, without the prior written consent of Mortgagee, accelerate the payment of rent or accept payment of rent more than one (1) month in advance, grant any reduction, deferral or abatement of the rent payable under any lease, grant any rights of termination or cancellation in favor of the tenant under any lease, or commingle with the general funds of Mortgagor or any other Person any security deposits under any such lease to the extent such commingling is prohibited under applicable Law, all such deposits being deemed to be trust funds.

(c) The assignment contained in paragraph (I) of the section of this Mortgage entitled "**The Mortgaged Property**" shall not be deemed to impose upon Mortgagee any of the obligations, duties or liabilities of Mortgagor under or in respect of any lease (including, without limitation, any liability under any covenant of quiet enjoyment in the event that any tenant shall have been barred and foreclosed by any foreclosure of this Mortgage, or by any other transfer of title to the Mortgaged Property in extinguishment of all or any part of the Indebtedness, of all right, title and interest in and to all or any part of the Mortgaged Property). Upon request by Mortgagee, Mortgagor from time to time shall specifically assign to Mortgagee as additional security for the Indebtedness, by a written instrument approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all leases now or hereafter affecting all or any part of the Mortgaged Property, together with all security therefor and all money payable thereunder, subject to the conditional permission given to Mortgagor to collect and use the rents, income and other benefits arising under any such lease as provided above. Mortgagor also shall execute and deliver to Mortgagee any notice, financing statement or other document required by Mortgagee to perfect the foregoing assignment as to any such lease. The provisions of this Section 1.12 shall be subject to the provisions of said paragraph (I).

1.13 Assignment of Rents.

(a) The assignment contained in paragraph (H) of the section of this Mortgage entitled "**The Mortgaged Property**" shall, to the extent permitted by Law,

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constitute an absolute and present assignment of the rents, royalties, issues, profits, revenues, income and other benefits described in said paragraph, subject, however, to the conditional permission given to Mortgagor to collect and use the same as provided in said paragraph (it being understood and agreed that neither the existence nor exercise of such permission shall subordinate such assignment to any subsequent assignment by Mortgagor and that all such subsequent assignments shall be subject to the rights of Mortgagee under this Mortgage). Said assignment contained in paragraph (H) shall be fully operative without any further action by Mortgagor or Mortgagee, and Mortgagee is hereby irrevocably authorized and empowered, at its option upon the occurrence and during the continuance of an Event of Default, to collect and receive any and all such rents, royalties, issues, profits, revenues, income and other benefits, whether or not Mortgagee shall have taken, or at any time shall take, possession of the Land, the Buildings or any other part of the Mortgaged Property. Mortgagee is hereby irrevocably authorized, upon and during the continuance of an Event of Default, to notify all tenants, licensees, invitees, guests, customers, occupants or other users of all or any part of the Mortgaged Property of Mortgagee's rights under this Section and said paragraph (H).

(b) Mortgagor hereby grants to Mortgagee the right, at Mortgagee's option upon the occurrence and during the continuance of an Event of Default, to take all actions with respect to any and all such rents, royalties, issues, profits, revenues, income and other benefits as are contemplated by Section 3.03 below. Mortgagee is hereby irrevocably authorized and appointed the agent and attorney-in-fact of Mortgagor, at Mortgagee's option upon the occurrence of and during the continuance of an Event of Default, to demand, collect, receive and enforce payment of any and all such rents, royalties, issues, profits, revenues, income and other benefits, to give receipts, releases and satisfactions therefor and to apply such collections in the manner provided in Section 3.03, which appointment shall be deemed to be coupled with an interest. Such assignment, grant and appointment shall continue in effect until the Indebtedness shall have been paid in full, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Mortgagee pursuant to such grant and appointment, whether or not foreclosure shall have been instituted. Neither the exercise by Mortgagee of any rights under this Section or said paragraph (H), nor the application of any such rents, royalties, issues, profits, revenues, income or other benefits to the Indebtedness, shall cure or waive any Event of Default or notice of any Event of Default or invalidate any act done pursuant to this Mortgage or any such notice, but shall be cumulative of all other rights and remedies.

1.14 Security Agreement.

(a) This Mortgage constitutes a security agreement within the meaning of the Uniform Commercial Code. Terms used herein which are defined in the Uniform Commercial Code and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Uniform Commercial Code. To the extent the definition of any category or type of collateral is modified by any amendment, modification or

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revision to the Uniform Commercial Code, such modified definition will apply automatically as of the date of such amendment, modification or revision.

(b) To secure the Obligations, Mortgagor, as debtor, hereby assigns and grants to Mortgagee, as secured party, a continuing lien on and security interest in all personal property of Mortgagor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Mortgagor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) commercial tort claims, if any; (xiv) letter of credit rights; (xv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xvi) all supporting obligations of all of the foregoing property; (xvii) all property of Mortgagor now or hereafter in Mortgagee's possession or in transit to or from, or under the custody or control of, Mortgagee or any affiliate thereof; (xviii) all cash and cash equivalents thereof; and (xix) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.

(c) By its signature hereon, Mortgagor hereby irrevocably authorizes Mortgagee to file against Mortgagor one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code in form satisfactory to Mortgagee, and Mortgagor will pay the cost of preparing and filing the same in all jurisdictions in which such filing is deemed by Mortgagee to be necessary or desirable in order to perfect, preserve and protect its security interests. If required by Mortgagee, Mortgagor will execute all documentation necessary for Mortgagee to obtain and maintain perfection of its security interests in the personal property of Mortgagor. **This instrument is intended to take effect as a security agreement under the Uniform Commercial Code and is to be filed in the real estate records as a fixture filing pursuant to the Uniform Commercial Code.**

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(d) Upon the occurrence and during the continuance of any Event of Default hereunder or under the Note, Mortgagee shall have, in addition to any other rights and remedies hereunder or under the Note, all of the rights and remedies granted to a secured party under the Uniform Commercial Code with respect to such personal property. To the extent permitted by Law, Mortgagor and Mortgagee agree that the items set forth on the financing statements shall be treated as part of the real estate and improvements regardless of the fact that such items are set forth in the financing statements. Such items are contained in the financing statements to create a security interest in favor of Mortgagee in the event such items are determined to be personal property under the Law. Notwithstanding any release of any or all of that property included in the Mortgaged Property which is deemed "real property", any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby and referred to above until the repayment or satisfaction in full of the obligations of Mortgagor as are now or hereafter evidenced by the Note.

(e) To the extent permitted under the Uniform Commercial Code, Mortgagor waives all rights of redemption and all other rights and remedies of a debtor thereunder and all formalities prescribed by Law relative to the sale or disposition of the personal property after the occurrence of an Event of Default hereunder and to all other rights and remedies of Mortgagor with respect thereto. In exercising its right to take possession of the personal property upon the occurrence of an Event of Default hereunder, Mortgagee may enter upon the Mortgaged Property without being guilty of trespass or any other wrong-doing, and without liability for damage thereby occasioned.

(f) Mortgagor shall reimburse Mortgagee on demand, for all reasonable out-of-pocket expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the personal property which are incurred or paid by Mortgagee, including, without limitation, all reasonable attorneys' fees, legal expenses and costs, and all such expenses shall be added to Mortgagor's obligations to Mortgagee and shall be secured hereby.

1.15 After-Acquired Property. To the extent permitted by Law, the lien of this Mortgage shall automatically attach, without further act, to all right, title and interest of Mortgagor in and to any and all after acquired property of the character or type described in the section of this Mortgage entitled "**The Mortgaged Property**". Mortgagor shall promptly execute and deliver to Mortgagee such instruments as shall be requested by Mortgagee to confirm such lien. Upon the occurrence and during the continuance of an Event of Default hereunder, Mortgagor hereby irrevocably authorizes and appoints Mortgagee the agent and attorney-in-fact of Mortgagor to execute all such instruments on behalf of Mortgagor, which appointment shall be deemed to be coupled with an interest.

1.16 Further Assurances. Within fifteen (15) Business Days after written request by Mortgagee, Mortgagor from time to time shall make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee, and where appropriate shall

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cause to be recorded or filed, and from time to time thereafter to be re-recorded and re-filed at such times and in such offices and places as Mortgagee shall deem desirable, any and all such further mortgages, assignments, security agreements, financing statements, instruments of further assurance, certificates and such other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, perfect, continue or preserve the obligations of Mortgagor under the Loan Documents or the lien of this Mortgage upon all or any part of the Mortgaged Property. If Mortgagor fails to do so within fifteen (15) Business Days following receipt of Mortgagee's request therefor, Mortgagee shall deliver a second notice to Mortgagor requesting Mortgagor's delivery thereof which request shall include the following notice: "NOTE: FAILURE TO RESPOND WITHIN 5 BUSINESS DAYS OF THE DATE HEREOF WILL RESULT IN A DEEMED WAIVER OF MORTGAGOR'S OPPORTUNITY TO RESPOND." In such event, upon any failure by Mortgagor to so respond, in addition to its other rights and remedies under this Mortgage, Mortgagee may make, execute, deliver, record, file, re-record or re-file any and all such mortgages, assignments, security agreements, financing statements, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably authorizes and appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so, which appointment shall be deemed to be coupled with an interest.

1.17 Maintenance of Existence. Mortgagor shall at all times maintain (a) its existence, franchises, rights and privileges as a limited liability company under the Laws of the State of Illinois, and (b) its right and authorization to do business in the State of Illinois as such an entity. Upon any failure by Mortgagor to do so, Mortgagee may appoint any Person as such agent of Mortgagor for service of process, and Mortgagor hereby irrevocably authorizes and appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so, which appointment shall be deemed to be coupled with an interest. Upon request by Mortgagee, Mortgagor from time to time shall provide to Mortgagee satisfactory evidence of Mortgagor's compliance with the terms of this Section.

1.18 Estoppel Certificates. No later than thirty (30) days after receipt of request by Mortgagee, Mortgagor from time to time but no more than one (1) time per calendar year, shall deliver to Mortgagee a written statement, duly acknowledged, setting forth the then outstanding principal of and interest on the Indebtedness, and stating whether or not any offsets or defenses exist against the Indebtedness and, if any offsets or defenses are claimed, identifying same in detail.

1.19 Expenses and Indemnification.

(a) Mortgagor shall pay when due and payable, and within thirty (30) days after written request by Mortgagee shall reimburse Mortgagee for, all appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract and search fees, title insurance fees and premiums, escrow fees, reasonable attorneys' fees, court costs, fees of inspecting architect(s) and engineer(s) and all other out-of-pocket costs and expenses of every character which have been incurred, or which hereafter may be incurred, by Mortgagee in connection with: (i) preparation, execution and recording of this Mortgage and the other Loan Documents; (ii) after the occurrence of any Event of Default,

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preparation for enforcement of this Mortgage or any of the other Loan Documents, whether or not any suit or other action actually shall be commenced or undertaken; (iii) enforcement of this Mortgage or any of the other Loan Documents; (iv) court or administrative proceedings of any kind to which Mortgagee may be a party, whether as plaintiff, defendant or otherwise, by reason of the Indebtedness or any of the Loan Documents; (v) defending and upholding the lien of this Mortgage or otherwise defending or asserting any rights and claims of Mortgagee under this Mortgage and the other Loan Documents; (vi) preparation for, and actions taken in connection with, Mortgagee's taking possession of all or any part of the Mortgaged Property; (vii) negotiations with Mortgagor or any of their respective officers, employees, agents, contractors, attorneys or other representatives in connection with the existence or cure of any Event of Default; (viii) any transfer or proposed transfer of the Mortgaged Property in lieu of foreclosure; and (ix) the approval or disapproval by Mortgagee of any action taken or proposed to be taken and required to be approved by Mortgagee under the terms of any of the Loan Documents.

(b) Mortgagor shall indemnify and hold harmless Mortgagee from and against, and reimburse Mortgagee for, any and all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by Mortgagee by reason of, on account of or in connection with (i) any bodily injury, death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever, (ii) any act performed or omitted to be performed by Mortgagor under any of the Loan Documents, or (iii) any transaction, suit, action or proceeding arising out of or in any way connected with the Mortgaged Property, any of the Loan Documents or the Indebtedness. Notwithstanding anything contained herein to the contrary, the foregoing indemnity and hold harmless shall not apply to any grossly negligent or intentional acts or omissions of Mortgagee, its agents, employees, contractors or representatives.

(c) Mortgagee may, from time to time, order an updated appraisal of the Mortgaged Property, which appraisal shall be prepared by an appraiser selected by Mortgagee at the sole cost of Mortgagor (provided that Mortgagor shall not be responsible for the cost of more than one updated appraisal in any twelve (12) month period unless (i) the updated appraisal is ordered after an Event of Default, (ii) the updated appraisal is ordered following the occurrence of a casualty or condemnation of the Mortgaged Property or a material adverse change in market conditions, (iii) an updated appraisal is expressly called for under any of the Loan Documents, or (iv) Mortgagee determines that it is required to obtain an updated appraisal to comply with the rules or regulations of any administrative agency or other governmental or regulatory authority).

1.20 Mortgagee's Performance of Defaults. If Mortgagor defaults in the payment of any Imposition or insurance premium, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, agreement, condition or provision of this Mortgage or any of the other Loan Documents and such default constitutes an Event of Default hereunder, Mortgagee, at its option, may pay,

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perform or observe the same. No such payment, performance or observance shall release Mortgagor from any obligations under any of the Loan Documents or constitute a waiver of any Event of Default or any rights or remedies of Mortgagee in connection therewith. Within thirty (30) days after written request is given by Mortgagee to Mortgagor, Mortgagor shall pay to Mortgagee, or to any other Person or Persons that Mortgagee may designate, the amount of all such payments properly made by Mortgagee (whether such payments are regular or accelerated payments) and all out-of-pocket costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees) incurred by Mortgagee in connection therewith, together with interest thereon at the Default Rate from the date paid or incurred by Mortgagee until the date so paid to, or as directed by Mortgagee. Upon the occurrence and during the continuance of an Event of Default, Mortgagee is hereby irrevocably authorized and empowered to enter upon, and to authorize others to enter upon, the Mortgaged Property for the purpose of performing or observing any such defaulted covenant, agreement, condition or other provision, without thereby becoming liable to Mortgagor or any Person in possession holding under Mortgagor.

1.21 Security and Priority of Advances. This Mortgage is given to secure, in part, future advances under the Note, Loan Agreement and the other Loan Documents, and shall secure not only the initial advance under the Note, the Loan Agreement and the other Loan Documents, but also subsequent advances made pursuant to the Loan Agreement, the final advance, protective advances, and any other advances, disbursements and other payments made under the Loan Agreement and the other Loan Documents, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, and including advances under the Loan Agreement and other Loan Documents as are made within twenty years from the date hereof, to the same extent as if all such advances were made at the time of execution of this Mortgage and although there may be no outstanding indebtedness at the time any advance is made. The total amount of the outstanding indebtedness may increase or decrease from time to time, but the total unpaid principal balance of the indebtedness hereby secured at any one time outstanding shall not exceed two (2) times the maximum principal amount of the Note, as hereafter modified, amended, amended and restated or supplemented, plus interest thereon, and any disbursements made for payment of taxes, assessments or insurance on the Mortgaged Property, and interest on such disbursements. This Mortgage shall be valid and shall, to the fullest extent permitted by Law, have priority over any and all liens and encumbrances arising after this Mortgage is recorded in the Recorder's Office in the county in which the Mortgaged Property is located, including (to the extent permitted by applicable Law) statutory liens, except taxes and assessments levied on the Mortgaged Property and except for liens and encumbrances otherwise expressly permitted under this Mortgage or the other Loan Documents.

1.22 Required Notices.

(a) No later than five (5) Business Days after Mortgagor obtained actual knowledge thereof, Mortgagor shall notify Mortgagee in writing of the occurrence of any of the following:

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(i) receipt by Mortgagor of any notice from any governmental authority or instrumentality, including, without limitation, the Illinois Environmental Protection Agency, concerning (1) compliance or lack of compliance of all or any part of the Mortgaged Property, or any business or other activity conducted thereon, with any Law, ordinance, rule, regulation, order, judgment, injunction or decree or with the conditions or other requirements of any license, permit, approval or authorization (including, without limitation, notice of any violation or alleged violation of any Environmental Law, or of any threatened, proposed or actual cleanup or other protective or remedial action relating to any Hazardous Substances, whether pursuant to any Environmental Law or otherwise), or (2) the status of, or need for, any license, permit, approval or authorization;

(ii) receipt by Mortgagor of any notice concerning compliance or lack of compliance of all or any part of the Mortgaged Property, or any business or other activity conducted thereon, with any agreement or restrictive covenant;

(iii) receipt by Mortgagor of any notice from any tenant leasing all or any part of the Mortgaged Property or from the holder of any lien or security interest encumbering all or any part of the Mortgaged Property concerning any default or any other material matter in respect of such lease, lien or security interest;

(iv) receipt by Mortgagor of any notice of any contemplated, threatened or pending condemnation or eminent domain proceeding relating to all or any part of the Mortgaged Property;

(v) receipt by Mortgagor of any notice concerning (1) any contemplated, threatened or pending cancellation of any insurance coverage on all or any part of the Mortgaged Property, (2) any refusal by any insurance company to provide or continue insurance coverage on all or any part of the Mortgaged Property, or (3) any increase in the cost of premiums for any insurance coverage on all or any part of the Mortgaged Property due to the condition thereof or due to any business or activity conducted therein or thereon;

(vi) receipt by Mortgagor of any notice concerning commencement of any judicial or administrative proceedings by, against, or otherwise having a material effect on Mortgagor, the Mortgaged Property or any entity controlled by or under common control with Mortgagor;

(vii) receipt by Mortgagor of any notice concerning commencement of any action for default under the terms of any loan by any creditor of Mortgagor or any entity controlled by or under common control with Mortgagor;

(viii) any change in the name of Mortgagor or in the location of Mortgagor's principal place of business; or

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(ix) any material change in the use of the Mortgaged Property or in the occupancy of the Buildings.

(b) Mortgagor also shall notify Mortgagee in writing upon receipt by Mortgagor of notice of any other occurrence requiring the giving of notice to Mortgagee pursuant to this Mortgage or any of the other Loan Documents. Each notice to Mortgagee pursuant to this Section 1.22 shall be accompanied by a true, correct and complete copy of any notice received by Mortgagor which is the subject of such notice to Mortgagee.

1.23 Single Purpose Entity; Authorization. Mortgagor represents and warrants, and covenants for so long as any obligations secured by this Mortgage remain outstanding, as follows:

(a) Mortgagor does not and will not own any asset or property other than (i) the Mortgaged Property; and (ii) the personal property and fixtures described in the Section of this Mortgage entitled "**The Mortgaged Property**").

(b) Mortgagor does not and will not engage in any business other than the acquisition, ownership, management and operation of the Mortgaged Property, and Mortgagor will conduct and operate its business in all material respects as presently conducted and operated and will not change the use of the Mortgaged Property, nor may Mortgagor undertake any development of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee's consent shall be granted or withheld at Mortgagee's sole discretion.

(c) Mortgagor has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Indebtedness, (ii) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are customary and reasonable under the circumstances, and (iii) as otherwise permitted under Section 2.3(c) of the Loan Agreement. Except with Mortgagee's prior express written approval in each instance, no indebtedness other than the Indebtedness is or shall be secured by the Mortgaged Property. Mortgagee's approval shall be granted or withheld at Mortgagee's sole discretion. In connection with any such financing approved by Mortgagee, Mortgagor shall be required to obtain and deliver to Mortgagee a subordination and standstill agreement from such other creditor which shall be in form and substance satisfactory to Mortgagee in its sole discretion.

(d) Mortgagor has not made and will not make any loans or advances to any third party (including any constituent party, any Guarantor or any affiliate of Mortgagor, or any constituent party of any Guarantor), except in de minimis amounts in the ordinary course of business and of the character of trade or operational expenses.

(e) Mortgagor will maintain books and records and bank accounts separate from those of its affiliates and any constituent party, and Mortgagor will file or

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cause to be filed separate, distinct tax returns or informational return relating only to Mortgagor.

(f) Mortgagor is and will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate or constituent party of Mortgagor or any affiliate or constituent party of any Guarantor), and will use and conduct its business in its own name.

(g) Neither Mortgagor nor any constituent party will cause or seek the dissolution or winding up, in whole or in part, of Mortgagor.

(h) Mortgagor will not commingle its funds and other assets with those of, or pledge its assets for the benefit of any affiliate of Mortgagor, any Guarantor or any other party.

(i) Mortgagor does not or will not hold itself out to be responsible for the debts or obligations of any other Person and does not or will not pay another Person's liabilities out of its own funds.

(j) Mortgagor will not consent to the filing of any petition to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, and Mortgagor will not make an assignment for the benefit of its creditors.

ARTICLE TWO - - DEFAULTS

2.01 Event of Default. The occurrence of any Event of Default as defined in the Loan Agreement shall constitute an "Event of Default" hereunder.

ARTICLE THREE -- REMEDIES

3.01 Acceleration of Maturity. After the occurrence of any Event of Default, Mortgagee, at its option and without demand or notice, may declare the outstanding Indebtedness (or, at Mortgagee's option, any part thereof) to be due and payable immediately. Upon such declaration, the Indebtedness (or such part thereof) shall immediately become and be due and payable without demand or notice.

3.02 Mortgagee's Power of Enforcement. After the occurrence of any Event of Default, Mortgagee, at its option, may proceed by any appropriate action or proceeding to (a) enforce payment of the Indebtedness pursuant to the Loan Documents, (b) enforce performance of any term of this Mortgage or any of the other Loan Documents, (c) enforce any other rights of Mortgagee with respect to the Indebtedness or the Mortgaged Property, (d) foreclose this Mortgage and sell the Mortgaged Property, as an entirety or in separate lots or parcels, under the judgment or decree of any court of competent jurisdiction, (e) to the extent permitted by Law, pursue the partial foreclosure of this Mortgage for any part of the Indebtedness then due and payable, subject to the continuing encumbrance of this Mortgage as security for the balance of the Indebtedness not then due, and (f) pursue any

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other right, power or remedy available to Mortgagee at Law or in equity. Mortgagee may pursue any and all such actions or proceedings, at Mortgagee's option, either with or without entry or taking possession and whether or not the Indebtedness or any part thereof shall have been declared to be immediately due and payable or shall otherwise be due. Mortgagee may pursue any and all such actions or proceedings without prejudice to Mortgagee's right thereafter to foreclose this Mortgage or to bring any other action or proceeding to enforce Mortgagee's rights, powers and remedies with respect to the Indebtedness or the Mortgaged Property, whether or not the basis for any such subsequent action or proceeding shall be a default or Event of Default existing at the time such earlier action or proceeding was commenced.

3.03 Mortgagee's Right To Enter and Take Possession.

(a) After the occurrence of any Event of Default, Mortgagor, upon request by Mortgagee, shall forthwith surrender and deliver to Mortgagee the actual possession of the Mortgaged Property or any part thereof designated by Mortgagee. To the extent permitted by Law, Mortgagee may enter and take possession of all or any part of the Mortgaged Property and may exclude Mortgagor and its officers, employees, agents, contractors, attorneys and other representatives therefrom, and Mortgagee may have joint access with Mortgagor to the books, papers and accounts of Mortgagor and of any manager of the Mortgaged Property. On the first day of each month occurring after any such entry into possession, or after the appointment of any receiver as provided below, Mortgagor shall pay to Mortgagee or to such receiver, as the case may be, in advance, a use and occupancy charge equal to the fair and reasonable rental value for such month of any part of the Mortgaged Property which shall then be in the possession of Mortgagor. If Mortgagor shall fail to make any such payment as provided above, then, upon request by Mortgagee, Mortgagor shall vacate, deliver and surrender possession of such part of the Mortgaged Property to Mortgagee or to such receiver, as the case may be, and, to the extent permitted by Law, Mortgagor may be evicted or dispossessed by summary proceedings or otherwise.

(b) If Mortgagor for any reason shall fail to surrender or deliver to Mortgagee the Mortgaged Property or any part thereof designated by Mortgagee as provided above, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession and requiring Mortgagor to deliver to Mortgagee immediate possession of the Mortgaged Property or such part thereof. Mortgagor hereby specifically consents to the entry of any such judgment or decree. Upon request by Mortgagee, Mortgagor shall pay to Mortgagee, or to any other Person that Mortgagee may designate, all costs, expenses and liabilities (including, without limitation, attorneys' fees) incurred by Mortgagee in connection with any such failure to surrender or deliver possession and in connection with any such judgment or decree, together with interest thereon at the Default Rate from the date incurred by Mortgagee until the date so paid to, or as directed by, Mortgagee.

(c) After any such entry into possession, Mortgagee, in Mortgagor's name or otherwise, may hold, store, use, operate, manage and control the Mortgaged

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Property, or the part thereof as to which Mortgagee shall have entered into possession, and may conduct the business thereof. In doing so, Mortgagee from time to time may:

(i) make all necessary and proper maintenance, repairs, renewals, replacements, alterations, additions and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personal property and other property of the type encumbered by this Mortgage;

(ii) insure the Mortgaged Property or keep the Mortgaged Property insured;

(iii) manage and operate the Mortgaged Property, or such part thereof, and exercise all the rights and powers of Mortgagor with respect to the Mortgaged Property and the management and operation of the Mortgaged Property (including, without limitation, the right to enter into leases, to cancel, enforce or modify leases, to evict tenants by summary proceedings or otherwise and to take other appropriate steps to enforce leases);

(iv) enter into agreements with others to exercise the powers herein granted to Mortgagee, all as Mortgagee from time to time may determine; and

(v) collect and receive all the rents, royalties, issues, profits, revenues, income and other benefits of and from all or any part of the Mortgaged Property, including those past due as well as those accruing thereafter, and apply the moneys so received, in such priority as Mortgagee may determine, to (1) the payment of interest, principal and other amounts due and payable in respect of the Indebtedness or otherwise payable pursuant to any of the Loan Documents, (2) the deposits for impositions and insurance premiums relating to the Mortgaged Property, (3) the cost of insurance, impositions and other expenses of operating, maintaining, repairing and improving all or any part of the Mortgaged Property, including, without limitation, renting commissions and rental collecting commissions paid to any agent of Mortgagee or of any receiver, (4) the compensation, expenses and disbursements of the agents, contractors, attorneys and other representatives of Mortgagee, and (5) amounts advanced for any purpose recognized under this Section 3.03(c) or otherwise permitted by Law or agreement.

(d) Mortgagee shall be liable to account only for rents, royalties, issues, profits, revenues, income and benefits actually received by Mortgagee while in possession of the Mortgaged Property. In the event of any foreclosure, Mortgagee may remain in possession of all or any part of the Mortgaged Property until the foreclosure sale or the vesting of title pursuant to any strict foreclosure, and thereafter during any period of redemption. In the absence of any foreclosure, Mortgagee may remain in possession of all or any part of the Mortgaged Property as long as there exists an Event of Default. The same right of taking possession shall exist during the continuance of any subsequent Event of Default. Mortgagee shall incur no liability for, nor shall Mortgagor assert any

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claim or set off as a result of, any acts or omissions of Mortgagee, or its officers, employees, agents, contractors, attorneys or other representatives, while properly in possession of all or any part of the Mortgaged Property (except for damages directly caused by Mortgagee's own gross negligence or intentional wrongful acts), all such liabilities, claims and rights of set off being hereby expressly waived by Mortgagor.

(e) Upon request by Mortgagee, Mortgagor shall pay to Mortgagee, or to any other Person that Mortgagee may designate, all costs, expenses and liabilities (including, without limitation, attorneys' fees) incurred by Mortgagee in connection with the management, operation, use, control and maintenance of all or any part of the Mortgaged Property, except to the extent such costs, expenses and liabilities shall or could have been paid out of collections from the Mortgaged Property as provided above, together with interest thereon at the Default Rate from the date incurred by Mortgagee until the date so paid to, or as directed by, Mortgagee.

3.04 Foreclosure; Appointment of Receiver.

(a) Upon the occurrence of any Event of Default that is continuing, Mortgagee shall have the right immediately or at any time thereafter to foreclose the lien of this Mortgage.

(b) Subject to Section 3.04(a) above, upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of Mortgagee, in Mortgagee's sole and absolute discretion, appoint Mortgagee as a mortgagee-in-possession or appoint a receiver of the Mortgaged Property (hereinafter referred to as a "Receiver") pursuant to the Illinois Mortgage Foreclosure Law, as amended (Illinois Code Ann. 735 ILCS 5/15-1101, *et seq.*) (hereinafter referred to as the "**Mortgage Foreclosure Act**"). Such appointment may be made either before or after sale, without choice; without regard to the solvency or insolvency, at the time of application for each Receiver, of the Person or Persons, if any, liable for the payment of the outstanding Indebtedness; without regard to the value of the Mortgaged Property at such time and whether or not the same is then occupied as a homestead; without bond being required of the applicant; and Mortgagee hereunder or any employee or agent thereof may be appointed as such Receiver. Such Receiver shall have all powers and duties prescribed by the Mortgage Foreclosure Act, including the power to take possession, control and care of the Mortgaged Property and to collect all rents (including, but not limited to, any delinquent rents), issues, deposits, profits and avails thereof during the pendency of such foreclosure suit and apply all funds received toward the outstanding Indebtedness, and in the event of a sale and a deficiency where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor or its devisees, legatees, administrators, legal representatives, successors or assigns except for the intervention of such Receiver, would be entitled to collect such rents, issues, deposits, profits and avails, and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of any such period. To the extent permitted by Law, such Receiver may take any

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action permitted to be taken by Mortgagee pursuant to any other Loan Document, extend or modify any then-existing Leases and make new leases of the Mortgaged Property or any part thereof, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Loan, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all Persons whose interests in the Mortgaged Property are subject to the lien hereof, and upon the purchaser or purchasers at any such foreclosure sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser or at any time thereafter.

(c) In connection with the foregoing, the court may, from time to time, authorize said Receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the Receiver and his counsel as allowed by the court, towards the payment (in whole or in part) of any or all of the outstanding Indebtedness, including without limitation the following, in such order of application as Mortgagee may, in its sole and absolute discretion, elect: (i) amounts due upon the Note and the Loan Agreement; (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage; (iii) costs, including costs and expenses of foreclosure and litigation upon the Mortgaged Property; (iv) insurance premiums, repairs, Impositions, water charges and interest, penalties and costs, in connection with the Property; (v) any other encumbrance or charge upon the Mortgaged Property that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same; and (vi) all costs and monies advanced by Mortgagee to cure or attempt to cure any default by Mortgagor in the performance of any obligation or condition contained in any of the other Loan Documents or this Mortgage or otherwise, to protect the security hereof provided herein, or in any of the other Loan Documents, with interest on such sums advanced at the Default Rate. The excess of the proceeds of sale, if any, shall then be paid to Mortgagor, or other Person in accordance with applicable Law.

(d) Subject to Section 3.04(a) above, this Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Mortgaged Property, as Mortgagee may elect, until all of the Mortgaged Property has been foreclosed against and sold. As part of the foreclosure, Mortgagee in its sole discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Mortgaged Property, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, as Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable Law. Upon the completion of any such sale or sales, Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers of the property so sold, in the manner and form as provided by applicable Law, and Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, which appointment is coupled with an interest, to make all necessary transfers of property thus sold, and for that purpose Mortgagee may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor

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hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof.

(e) In the case of any sale of the Mortgaged Property pursuant to any judgment or decree of any court at public auction or otherwise, Mortgagee may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Note and any claims for the Indebtedness in order that there may be credited as paid on the purchase price the amount of the Indebtedness. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by Mortgagee for the enforcement, protection or collection of this security interest, including court costs, reasonable attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by Mortgagor.

(f) Mortgagor hereby irrevocably appoints Mortgagee or any Receiver appointed pursuant to the terms hereof following an Event of Default that is continuing, as Mortgagor's attorney-in-fact, to act for Mortgagor and in Mortgagor's name (in any way Mortgagor could act in person), with respect to real estate transactions (as defined in 755 ILCS 45/3-3 *et seq.*), including without limitation, the power to: (i) enter into contracts to sell all or any part of the Mortgaged Property; (ii) convey all or any part of the Mortgaged Property pursuant to any contracts entered into by Mortgagor or otherwise (whether before or after an Event of Default has occurred and is continuing) or by Mortgagee or said Receiver pursuant to the power of attorney granted pursuant to this Mortgage following such Event of Default; (iii) advertise the Mortgaged Property for sale, make any improvements to the Mortgaged Property that are necessary or desirable to market the Mortgaged Property; (iv) retain brokers and sales personnel to market the Mortgaged Property; (v) execute deeds, bills of sale and other documents necessary or desirable to convey the Mortgaged Property and to obtain title insurance with respect thereto; and (vi) pay all costs and expenses incurred in connection with such sale, including without limitation broker's fees, title insurance premiums, recording charges, closing prorations, and all other closing costs. Proceeds of any such sale shall be applied first to pay any reasonable cost or expense incurred in the consummation of such sale (including but not limited to the fees and expenses of any Receiver or agent of Mortgagee) and then to the outstanding Indebtedness, in such order as Mortgagee shall determine, in its sole and exclusive discretion. This power of attorney is irrevocable, coupled with an interest, and shall become effective upon the occurrence of an Event of Default that is continuing and shall continue in full force and effect thereafter (including after the filing of a proceeding to foreclose the lien of this Mortgage and after judgment is entered) until all outstanding Indebtedness is indefeasibly paid in full or such Event of Default is otherwise cured to the satisfaction of Mortgagee. Mortgagee and/or such Receiver shall have the right to exercise any or all of the foregoing powers involving discretionary decision-making by any agent, employee, officer, or director whom it may select and to retain and compensate brokers, property managers, and other professionals. It is the intent of Mortgagor to appoint Mortgagee and any Receiver as Mortgagor's attorney-in-fact in full compliance with the provisions of 755 ILCS 45/3-3 *et seq.* Any costs, expenses, or fees paid by

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Mortgagee or any Receiver in the exercise of the rights set forth in this paragraph shall be part of the outstanding Indebtedness secured by the Mortgaged Property.

(g) In the event that any provision of this Mortgage shall violate any provision of the Mortgage Foreclosure Act, the provision of the Mortgage Foreclosure Act shall take precedence over the provision of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Mortgage Foreclosure Act. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Mortgage Foreclosure Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Mortgage Foreclosure Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Mortgage Foreclosure Act in the absence of said provision, Mortgagee shall be vested with the rights granted in this Mortgage.

3.05 Waiver of Certain Rights. Mortgagor agrees, to the extent permitted by Law, that after the occurrence and during the continuance of any Event of Default neither Mortgagor nor any Person at any time claiming through or under Mortgagor shall set up, claim or seek to take advantage of any appraisement, valuation, stay, notice of election to accelerate, mature or declare due the Indebtedness, extension, redemption or moratorium Laws, or any exemption from execution or sale, now or hereafter in force, in order to prevent or hinder the foreclosure of this Mortgage, the final and absolute sale of all or any part of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof or the enforcement of any other rights or remedies of Mortgagee under any of the Loan Documents. Mortgagor, for itself and for all who may at any time claim through or under Mortgagor or who hereafter may otherwise acquire any interest in or title to all or any part of the Mortgaged Property, hereby waives, to the extent permitted by Law, all benefit of any such Law or Laws, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure or other enforcement of this Mortgage. Mortgagee or any court having jurisdiction to foreclose this Mortgage may sell the Mortgaged Property in part or as an entirety. Mortgagee shall not be required to accept any part of the Mortgaged Property (as distinguished from the entirety thereof) in satisfaction of all or any part of the Indebtedness. Mortgagee shall not be required to accept any apportionment of the Indebtedness to or among any part or parts of the Mortgaged Property. If any Law now in force of which Mortgagor might take advantage despite this Section shall hereafter be repealed or cease to be in force, such Law shall not thereafter be deemed to preclude the application of this Section.

3.06 Leases. Any foreclosure of this Mortgage and any other transfer of title to the Mortgaged Property in extinguishment of all or any part of the Indebtedness shall be subject to the rights of any tenants of all or any part of the Mortgaged Property, and any

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failure to make any such tenants parties defendant to any foreclosure proceedings or to foreclose or otherwise terminate their rights will not be, nor be asserted by Mortgagor to be, a defense to any such foreclosure proceedings or to any proceedings seeking collection of all or any part of the Indebtedness, including, without limitation, any deficiency remaining unpaid after the completion of any such foreclosure, any sale in connection therewith or any other transfer in extinguishment of all or any part of the Indebtedness.

3.07 Suits To Protect Mortgaged Property. Mortgagee is hereby irrevocably authorized, at Mortgagee's option during the existence of an Event of Default, to institute and maintain any and all suits and proceedings as Mortgagee may deem advisable (a) to prevent any impairment of the Mortgaged Property or the security of this Mortgage by any unlawful acts or omissions, (b) to prevent the occurrence or continuance of any violation of this Mortgage or any of the other Loan Documents, (c) to foreclose this Mortgage (after the occurrence of an Event of Default), (d) to preserve and protect its interest in the Mortgaged Property, and (e) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such legislation, enactment, rule or order might impair the Mortgaged Property or the security of this Mortgage or be prejudicial to Mortgagee's interests.

3.08 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceeding affecting Mortgagor, its creditors or its properties, Mortgagee, to the extent permitted by Law, is hereby irrevocably authorized, at Mortgagee's option, to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceeding for the entire Indebtedness, at the date of the institution of such case or proceeding, and for any additional amounts which may become due and payable under any of the Loan Documents after such date.

3.09 Application of Moneys by Mortgagee. Any moneys collected or received by Mortgagee in connection with the enforcement of its rights or remedies following any Event of Default shall be applied, in such priority as Mortgagee may determine, to the payment of compensation, expenses and disbursements of the agents, contractors, attorneys and other representatives of Mortgagee, to the payment of all or any part of the Indebtedness or for any other purpose authorized by any of the Loan Documents or by Law.

3.10 No Waiver.

(a) No delay or omission of Mortgagee to insist upon strict performance of any obligations of Mortgagor under or in connection with this Mortgage or any of the other Loan Documents or to exercise any right, power or remedy available after the occurrence of any Event of Default shall waive, exhaust or impair any such obligation or any such right, power or remedy, nor shall any such delay or omission be construed to waive any such Event of Default or to constitute acquiescence therein. Notwithstanding

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any such delay or omission, Mortgagee thereafter shall have the right, from time to time and as often as may be deemed expedient by Mortgagee, to insist upon and enforce strict performance of any and all obligations of Mortgagor under or in connection with this Mortgage or any of the other Loan Documents. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

(b) No waiver of any Event of Default shall extend to or affect any subsequent Event of Default or any other Event of Default then existing, nor shall any such waiver impair any rights, powers or remedies consequent upon any Event of Default. After the occurrence of any Event of Default (whether or not the Indebtedness shall have been declared to be due and payable immediately), Mortgagee may accept payments of amounts owing in respect of the Indebtedness, and no such acceptance shall waive any such Event of Default or result in any Indebtedness which shall have been declared to be due and payable no longer being due and payable.

3.11 Remedies Cumulative. Except as otherwise provided herein, no right, power or remedy conferred upon or reserved to Mortgagee or to any receiver by any of the Loan Documents, by Law or by any court, is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given under any of the Loan Documents or now or hereafter existing at Law, in equity or by statute.

3.12 Purchase by Mortgagee. Upon any foreclosure sale, Mortgagee may bid for and purchase all or any part of the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain, possess and dispose of such property in its own absolute right without further accountability. Upon any foreclosure sale, Mortgagee may, if permitted by Law, and after allowing for costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply any portion of or all of the Indebtedness in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

3.13 Discontinuance of Proceedings. If Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or if such proceedings shall have resulted in a final determination adverse to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceedings had occurred or had been taken.

3.14 Additional Security and Guaranty. If Mortgagee at any time holds additional security for, or any guaranty of, all or any part of the Indebtedness, Mortgagee may foreclose such security or otherwise enforce Mortgagee's rights with respect to, or realize upon, such security or such guaranty (as the case may be), at Mortgagee's option, either before or concurrently with or after a foreclosure or other enforcement of this Mortgage, without being deemed to have made an election thereby or to have accepted

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the benefits of such guaranty, the security of this Mortgage or such additional security (or the proceeds of such security) in full settlement of the Indebtedness and Mortgagee's rights with respect thereto. Any judgment or decree with respect to the Note or with respect to any such guaranty or security, whether rendered in the State of Illinois or elsewhere, shall not in any manner affect the security of this Mortgage, and any deficiency or other debt represented by said judgment or decree shall, to the extent permitted by Law, be secured by this Mortgage to the same extent that the Indebtedness was secured hereby prior to the rendering of such judgment.

ARTICLE FOUR – TRANSFER OR FURTHER ENCUMBRANCE OF MORTGAGED PROPERTY

4.01 Option to Accelerate; Consent of Mortgagee. Except as otherwise expressly permitted under this Mortgage or under any other Loan Documents, in which event the provisions of this Article Four shall not apply, in the event of any sale, conveyance, transfer, pledge or further encumbrance, by operation of Law or otherwise, of all or any part of the Mortgaged Property, of any interest therein, or in the event of any change in the ownership or composition of Mortgagor, or any further assignment of rents from the Mortgaged Property, or any lease of all or substantially all of the Mortgaged Property, the Land or the Improvements, without the prior written consent of Mortgagee to the extent such consent is required hereunder, then, at Mortgagee's option, Mortgagee may declare the Indebtedness to be due and payable immediately, and upon such declaration the Indebtedness shall immediately become and be due and payable without demand or notice. Mortgagee's consent shall be within its sole and absolute discretion, and Mortgagee specifically reserves the right to condition its consent upon (by way of illustration but not by way of limitation) its approval of the financial and/or management ability of the purchaser, transferee, lessee, pledgee or assignee, upon an agreement to escalate the interest rate of the Note to Mortgagee's then current interest rate for similarly situated properties, upon the assumption of the obligations and liabilities of the Note and this Mortgage by the purchaser, transferee, lessee, pledgee or assignee, upon the receipt of guarantees of the Indebtedness satisfactory to Mortgagee and/or additional collateral satisfactory to Mortgagee and upon payment to Mortgagee of an assumption fee. Mortgagor covenants and agrees that it shall not take any of the actions, or suffer any of the events, that would be a cause for acceleration of the Indebtedness pursuant to this Section, without the prior written consent of Mortgagee.

4.02 Subsequent Owner. Any purchaser, transferee, lessee, pledgee or assignee referred to in Section 4.01 shall be deemed to have assumed and agreed to pay the Indebtedness and to have assumed and agreed to be bound by the terms and conditions of this Mortgage unless Mortgagee specifically agrees in writing to the contrary. Mortgagor agrees that, in the event ownership of all or any part of the Mortgaged Property becomes vested in a Person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage, the other Loan Documents and the Indebtedness, without in any way vitiating or discharging Mortgagor's liability with respect thereto. No sale, conveyance,

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transfer, pledge, encumbrance, assignment or lease referred to in Section 4.01, and no forbearance, extension or assumption by or to any Person with respect to the Indebtedness or any of the Loan Documents, shall operate to release, discharge, modify, change or affect the liability of Mortgagor either in whole or in part, unless Mortgagee specifically agrees in writing to the contrary.

ARTICLE FIVE - - MISCELLANEOUS

5.01 Binding Effect; Use of Certain Terms. References to the Note and all other contractual instruments shall be deemed to include all subsequent restatements, amendments and other modifications to such instruments, but only to the extent such restatements, amendments and other modifications are not prohibited by the terms of this Mortgage. Each reference in this Mortgage to any party hereto shall include the heirs, successors and assigns of such party. All covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall run with the Land and shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not. If there is more than one Mortgagor at any time, all undertakings of Mortgagor under this Mortgage shall be deemed to be joint and several. Each reference in this Mortgage to any gender shall include any other gender, and the use of the singular shall include the plural and vice versa, unless the context requires otherwise. As used in this Mortgage, the term "**Person**" shall mean and refer to all individuals, sole proprietorships, partnerships, joint ventures, limited liability companies, associations, trusts, estates, business trusts, corporations (non-profit or otherwise), financial institutions, governments (and agencies, instrumentalities and political subdivisions thereof), and all similar entities and organizations.

5.02 Assignments. Mortgagee shall have the right to assign or transfer its rights under this Mortgage without limitation. Any assignee or transferee shall be entitled to all the benefits afforded Mortgagee under this Mortgage. Mortgagor shall not, without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion, assign or transfer its rights under this Mortgage or any of the Loan Documents.

5.03 Survival. All covenants, representations and warranties made herein shall survive the making of the Loan and the delivery of the Note and other Loan Documents. The representations and warranties, covenants, and other obligations arising under this Mortgage shall in no way be impaired by any satisfaction or other termination of this Mortgage, any assignment or other transfer of all or any portion of this Mortgage or Mortgagee's interest in the Mortgaged Property (but, in such case, shall benefit both Mortgagee and any assignee or transferee), any exercise of Mortgagee's rights and remedies pursuant hereto including, but not limited to, foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Note or any of the other Loan Documents, any transfer of all or any part of the Mortgaged Property, any amendment to this Mortgage, the Note or the other Loan Documents, and any act or omission that might otherwise be construed as a release or discharge of Mortgagor from the obligations pursuant hereto.

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5.04 Giving of Notices.

(a) Any notice, report, demand, request or other instrument or communication authorized or required under this Mortgage to be given to Mortgagor or Mortgagee shall be deemed given if addressed to the party intended to receive the same, at the address of such party set forth below, (i) when delivered at such address by hand or by overnight delivery service, or (ii) three (3) days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid, whether or not the same is actually received by such party:

Mortgagor: ARLINGTON HEIGHTS 1 LLC
300 Park Boulevard, Suite 201
Itasca, Illinois 60143
Attention: John Wauterlek

Copy to: Seyfarth Shaw LLP
233 South Wacker Drive, Suite 8000
Chicago, Illinois 60606
Attention: Melissa Vandewater

Mortgagee: WEBSTER BANK, NATIONAL ASSOCIATION
145 Bank Street
Waterbury, Connecticut 06702
Attention: General Counsel

Copy to: WEBSTER BANK, NATIONAL ASSOCIATION
CityPlace II
185 Asylum Street
Hartford, Connecticut 06103
Attention: Manager, Commercial Real Estate Division

Copy to: WEBSTER BANK, NATIONAL ASSOCIATION
185 Asylum Street
Hartford, Connecticut 06103
Attention: Robert Schaefer, Managing Director

(b) Either party may change the address to which any such notice, report, demand, request or other instrument or communication to such party is to be delivered or mailed, by giving written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party. No such notice, report, demand, request or other instrument or communication given to Mortgagor shall be invalidated or rendered ineffective due to any failure to give, or any delay in giving, a copy of such notice, report, demand, request or other instrument or communication to any party to whom such copy is to be given as provided above.

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5.05 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part of this Mortgage and shall not limit, expand or otherwise affect any of the terms of this Mortgage.

5.06 Provisions Subject to Applicable Laws; Invalid Provisions To Affect No Others. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any Law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable. In the event that any of the covenants, agreements, conditions or other provisions contained in this Mortgage or in any of the other Loan Documents shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, conditions and provisions contained in this Mortgage or in any of the other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

5.07 Changes. Neither this Mortgage nor any of the other Loan Documents may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought, and then only to the extent specifically provided in such instrument. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage or any of the other Loan Documents shall to the extent permitted by applicable Law be superior to the rights of the holder of any intervening lien or encumbrance. Neither the modification of this Mortgage or any of the other Loan Documents nor the release of any part of the Mortgaged Property from the lien of this Mortgage shall impair the priority of such lien.

5.08 Waiver of Conditions. All conditions to any agreement or obligation of Mortgagee under this Mortgage or any of the other Loan Documents (including, without limitation, any agreement or obligation to make insurance proceeds or other amounts available to Mortgagor) are solely for the benefit of Mortgagee. Any or all such conditions may be waived or relaxed at any time or times by Mortgagee. No such waiver or relaxation in any particular instance shall affect Mortgagee's discretion in dealing with any such condition in any other instance.

5.09 No Benefit to Third Parties. Each covenant, agreement, condition and other provision of this Mortgage and of the other Loan Documents is and at all times shall be deemed to be for the exclusive benefit of Mortgagor and Mortgagee and their respective heirs, successors and assigns. Nothing set forth in this Mortgage or in any of the other Loan Documents shall be deemed to be for the benefit of any other Person (including, without limitation, the holder of any other lien or interest in all or any part of the Mortgaged Property).

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5.10 Exercise of Discretion. Each and every decision, determination, estimate, request, consent or similar matter to be made or given by Mortgagee from time to time pursuant to or in connection with this Mortgage or any of the other Loan Documents shall be within Mortgagee's reasonable discretion, except to the extent expressly and specifically provided to the contrary in this Mortgage or any of the other Loan Documents.

5.11 Representatives of Mortgagee. All rights, powers and remedies of Mortgagee under this Mortgage or any of the other Loan Documents may be exercised by Mortgagee itself or by its duly authorized officers, employees, agents, contractors, attorneys or other representatives.

5.12 No Release. None of the obligations or liabilities of Mortgagor under this Mortgage or any of the other Loan Documents or in connection with the Indebtedness or the Mortgaged Property shall be released, discharged, modified or otherwise affected (except to the extent expressly provided in this Mortgage, any of the other Loan Documents or any written agreement executed by Mortgagee) by reason of: (a) any damage to, destruction of or condemnation or other taking affecting all or any part of the Mortgaged Property; (b) any restriction or prevention of or interference with any use of all or any part of the Mortgaged Property; (c) any title defect, lien or other encumbrance on all or any part of the Mortgaged Property or any eviction from all or any part of the Mortgaged Property by paramount title or otherwise; (d) any bankruptcy, reorganization, arrangement, composition, readjustment, liquidation, dissolution, insolvency or similar case or proceeding relating to Mortgagor, or any action taken with respect to this Mortgage, any of the other Loan Documents, the Indebtedness or the Mortgaged Property by any trustee, receiver or court in connection with any such case or proceeding; (e) any claim which Mortgagor has or may have against Mortgagee; (f) any default or failure by Mortgagee to perform or comply with any of the terms of this Mortgage, any of the other Loan Documents or any other agreement with Mortgagor; (g) any consent by Mortgagee to the granting of any easement on all or any part of the Mortgaged Property or to the filing of any map, plat or re-plat of all or any part of the Mortgaged Property; (h) any failure by Mortgagee to comply with any request of Mortgagor to foreclose this Mortgage or otherwise enforce any of Mortgagee's rights, powers or remedies under this Mortgage or any of the other Loan Documents; (i) any release of all or any part of the Mortgaged Property or any other collateral for the Indebtedness from the lien of this Mortgage or from the effect of any of the other Loan Documents or any acceptance of other or additional security for all or any part of the Indebtedness; (j) any release of any Person from any liability for or in connection with all or any part of the Indebtedness; (k) any compromise, settlement, forbearance or extension of time for payment or performance of or in connection with the Indebtedness; (l) any waiver or other failure by Mortgagee to exercise any right, power or remedy under this Mortgage or any of the other Loan Documents; (m) any agreement by Mortgagee, or any consent by Mortgagee to any agreement, modifying the terms of this Mortgage or any of the other Loan Documents, the priority of the lien of this Mortgage or the obligations or liabilities of any Person in connection with the Indebtedness or the Mortgaged Property; or (n) any other occurrence whatsoever, whether similar or dissimilar to any of the foregoing occurrences, whether or

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not Mortgagor shall have notice or knowledge of any of the foregoing occurrences. None of the foregoing occurrences shall preclude Mortgagee from exercising any right, power or remedy available after the occurrence and during the continuance of any then-existing or subsequent Event of Default, nor shall the lien of this Mortgage be altered by any such occurrence (except to the extent expressly provided in any instrument executed by Mortgagee).

5.13 Governing Law. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the Laws of the State of Illinois without giving effect to principles of conflict or choice of laws.

5.14 Waiver of Jury Trial. MORTGAGOR HEREBY WAIVES ITS RIGHT TO ANY TRIAL BY JURY IN CONNECTION WITH THIS MORTGAGE OR THE INDEBTEDNESS HEREBY SECURED.

5.15 Contests. Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any taxes imposed or assessed upon the Mortgaged Property or which may be or become a lien thereon and any mechanics', materialmen's or other liens or claims for lien upon the Mortgaged Property (each hereinafter referred to as a "**Contested Lien**"), and no Contested Lien shall constitute an Event of Default hereunder, if, but only if:

(a) Mortgagor shall forthwith give notice of any Contested Lien to the Mortgagee at the time the same shall be asserted;

(b) Mortgagor shall either pay under protest or deposit with Mortgagee the full amount (hereinafter referred to as the "**Lien Amount**") of such Contested Lien, together with such amount as Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Mortgagor may furnish to Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Mortgagee;

(c) Mortgagor shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Mortgaged Property, and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred, in so doing, including fees and expenses of Mortgagee's counsel;

(d) Mortgagor shall pay each such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to Mortgagor, or (ii) forthwith upon demand by Mortgagee if, in the opinion of Mortgagee, and notwithstanding any such contest, the Mortgaged Property or Mortgagee's security interest therein shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Mortgagor shall fail so to do,

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Mortgagee may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of Mortgagee to obtain the release and discharge of such liens; and any amount expended by Mortgagee in so doing shall be so much additional indebtedness bearing interest at the Default Rate until paid, and payable upon demand; and provided further that Mortgagee may in such case use and apply monies deposited as provided in Section 5.15(b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

5.16 Powers of Attorney. This Mortgage and the other Loan Documents contain powers of attorney given by Mortgagor to Mortgagee. Such powers are coupled with an interest and are for the sole benefit of Mortgagee. Mortgagee, as agent for Mortgagor under the powers of attorney, is not a fiduciary for Mortgagor. Mortgagee, in exercising any of its rights or powers pursuant to the powers of attorney, may do so for the sole benefit of Mortgagee and not for Mortgagor.

5.17 Waiver. Mortgagor voluntarily and knowingly hereby acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate or residential real estate (each as defined in the Mortgage Foreclosure Act). Mortgagor to the fullest extent permitted by applicable Law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, Laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Obligations secured by this Mortgage, and Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Mortgaged Property. Without limiting the generality of the preceding sentence, Mortgagor hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Without limiting the foregoing, Mortgagor, to the extent permitted by applicable Law, hereby irrevocably waives pursuant to 735 ILCS 5/15 1601 et seq. of the Mortgage Foreclosure Act any and all rights of reinstatement (including, without limitation, all rights of reinstatement provided for in 735 ILCS 5/15 1602) or redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage (including, without limitation, all rights of redemption provided for in 735 ILCS 5/12 122 et seq. and 735 ILCS 5/15 1603) or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor hereby expressly waives and releases all rights to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Mortgaged Property and/or any other property now or hereafter constituting security for any of the Obligations marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

5.18 Illinois Credit Agreement Act. Mortgagor expressly agrees that for purposes of this Mortgage and each and every other Loan Document: (i) this Mortgage and each and every other Loan Document shall be a "credit agreement" under the Illinois

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Credit Agreements Act, 815 ILCS 160/1, *et seq.* (hereinafter referred to as the "Act"); (ii) the Act applies to this transaction including, but not limited to, the execution of this Mortgage and each and every other Loan Document; and (iii) any action on or in any way related to this Mortgage and each and every other Loan Document shall be governed by the Act.

NOW THEREFORE, if Mortgagor shall pay or cause to be paid the Indebtedness and if Mortgagor shall keep, perform and observe all of the covenants, agreements, conditions and provisions of this Mortgage and the other Loan Documents, then this Mortgage shall be null and void and of no further force and effect and shall be released by Mortgagor otherwise to remain in full force and effect.

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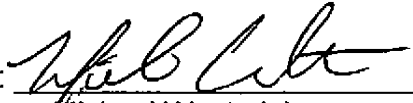
Property of Cook County Clerk's Office

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WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

ARLINGTON HEIGHTS 1 LLC, an Illinois limited liability company

By: HP Arlington Heights 1 LLC, an Illinois limited liability company, its Manager

By: 
Michael Wauterlek
Managing Member

Property of Cook County Clerk's Office

THE MORTGAGEE HEREBY EXECUTES AND DELIVERS THIS AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT AS OF THIS ___ DAY OF JUNE, 2021, FOR THE SOLE PURPOSE OF ACKNOWLEDGING ITS CONSENT TO THE TERMS, CONDITIONS, AND PROVISIONS HEREOF.

WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Robert Schaefer, Managing Director

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WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

ARLINGTON HEIGHTS 1 LLC, an Illinois limited liability company

By: HP Arlington Heights 1 LLC, an Illinois limited liability company, its Manager

By: _____
Michael Wauterlek
Managing Member

THE MORTGAGEE HEREBY EXECUTES AND DELIVERS THIS AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT AS OF THIS 30th DAY OF JUNE, 2021, FOR THE SOLE PURPOSE OF ACKNOWLEDGING ITS CONSENT TO THE TERMS, CONDITIONS, AND PROVISIONS HEREOF.

WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Robert Schaefer, Managing Director

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STATE OF ILLINOIS :
: SS
COUNTY OF DUPAGE :

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael Wauterlek, the Managing Member of HP Arlington Heights 1 LLC, an Illinois limited liability company, which is the Manager of **ARLINGTON HEIGHTS 1 LLC**, an Illinois limited liability company, who acknowledged that he did sign the foregoing instrument in his capacity as Managing Member of said limited liability company, and that the same is his free act and deed this 23rd day of June, 2021.

WITNESS my hand and seal the day and year aforesaid.

Sylwia Siemek
Notary Public

My Commission Expires: 2/5/24



STATE OF CONNECTICUT :
: SS
COUNTY OF HARTFORD :

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert Schaefer, a Managing Director of **WEBSTER BANK, NATIONAL ASSOCIATION**, who acknowledged that he did sign the foregoing instrument in his capacity as Managing Director of said bank, and that the same is his free act and deed this ___ day of June, 2021.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

UNOFFICIAL COPY

STATE OF ILLINOIS :
: ss
COUNTY OF DUPAGE :

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael Wauterlek, the Managing Member of HP Arlington Heights 1 LLC, an Illinois limited liability company, which is the Manager of **ARLINGTON HEIGHTS 1 LLC**, an Illinois limited liability company, who acknowledged that he did sign the foregoing instrument in his capacity as Managing Member of said limited liability company, and that the same is his free act and deed this _____ day of June, 2021.

WITNESS my hand and seal the day and year aforesaid.

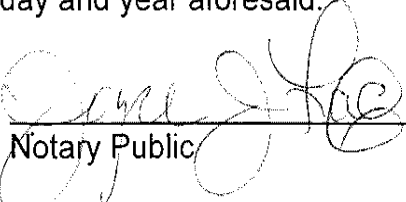
Notary Public

My Commission Expires:

STATE OF CONNECTICUT :
: ss
COUNTY OF HARTFORD :

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert Schaefer, a Managing Director of **WEBSTER BANK, NATIONAL ASSOCIATION**, who acknowledged that he did sign the foregoing instrument in his capacity as Managing Director of said bank, and that the same is his free act and deed this 25 day of June, 2021.

WITNESS my hand and seal the day and year aforesaid.



Notary Public

My Commission Expires:



JOYCE J FRAC
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. 12-31-2021

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EXHIBIT "A"

TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT BY ARLINGTON HEIGHTS 1 LLC, AS MORTGAGOR, IN FAVOR OF WEBSTER BANK, NATIONAL ASSOCIATION, AS MORTGAGEE, DATED JUNE 30, 2021

Legal Description

PARCEL 1:

LOT 1 IN THE FINAL PLAT OF HAMILTON PARTNERS - ARLINGTON HEIGHTS SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED DECEMBER 11, 2018 AS DOCUMENT NUMBER 1834506008, IN COOK COUNTY ILLINOIS.

PARCEL 2:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 'A' AND 'B', FOR INGRESS AND EGRESS, CREATED BY GRANT MADE BY WEBER MARKING SYSTEMS, INC., A CORPORATION OF ILLINOIS TO CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 22481 AND WEBER ADDRESSING MACHINE COMPANY, INC., A CORPORATION OF ILLINOIS DATED OCTOBER 20, 1977 AND RECORDED NOVEMBER 2, 1977 AS DOCUMENT 24173555 AND MODIFIED BY EASEMENT MODIFICATION RECORDED MARCH 26, 1982 AS DOCUMENT 26183698 OVER, UNDER, ACROSS THE FOLLOWING LAND:

THE EAST 22 FEET OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 2 IN CAUDILL'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE SOUTHWESTERLY LINE OF ALGONQUIN ROAD, AS WIDENED, EXCEPT THAT PART THEREOF DEDICATED FOR PUBLIC STREET BY DOCUMENT 19756910 AND ALSO EXCEPT THAT PART LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE EASTERLY LINE OF THE NORTHERLY PART OF SAID LOT 2, 784.12 FEET SOUTHWESTERLY OF THE NORTHERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES, 09 MINUTES WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM NORTH TO WEST) TO THE WESTERLY LINE OF SAID LOT 2; ALSO EXCEPTING THAT PART OF SAID LOT DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT IN THE EASTERLY LINE OF THE NORTHERLY PART OF SAID LOT 2, 784.12 FEET SOUTHWESTERLY OF THE NORTHERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG SAID LINE, THAT FORMS AN ANGLE

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OF 90 DEGREES, 09 MINUTES, AFORESAID, A DISTANCE OF 8.50 FEET; THENCE NORTHEASTERLY 812.46 FEET TO A POINT IN THE SAID SOUTHWESTERLY LINE OF ALGONQUIN ROAD; THENCE SOUTHEASTERLY ON SAID LINE, BEING CURVED AND CONVEX TO THE NORTH AND HAVING A RADIUS OF 9499.34 FEET, A DISTANCE OF 50.04 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 10 IN THE DIVISION OF THE EAST 1/2 OF SAID NORTHWEST 1/4; THENCE NORTHWESTERLY ON SAID LINE, BEING IDENTICAL WITH A BOUNDARY LINE OF SAID LOT 2, 36.36 FEET TO THE NORTHERLY CORNER OF THE SAID EASTERLY LINE OF THE NORTHERLY PART OF SAID LOT; THENCE SOUTHWESTERLY ON SAID LINE, 784.12 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT DATED OCTOBER 20, 1977 AND RECORDED NOVEMBER 2, 1977 AS DOCUMENT NUMBER 24176553, AND AS AMENDED FROM TIME TO TIME, OVER AND ACROSS THE WEST 22 FEET OF THE FOLLOWING TWO PARCELS TAKEN AS A TRACT:

PARCEL "A":

A PORTION OF LOT 2 IN CAUDILL'S SUBDIVISION OF PART OF NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF ALGONQUIN ROAD AS DEDICATED BY THE INSTRUMENT RECORDED FEBRUARY 2, 1933 AS DOCUMENT NUMBER 11195785 AND THE NORTHERLY LINE OF LOT 10 IN THE DIVISION OF EAST 1/2 OF SAID NORTHWEST 1/4; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE, BEING IDENTICAL WITH A BOUNDARY LINE OF SAID LOT 2, 36.36 FEET TO THE WESTERLY LINE OF SAID LOT 10; BEING ALSO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHWESTERLY ON SAID LINE AND CONTINUING ALONG THE WESTERLY LINE OF LOT 11 IN SAID DIVISION, 784.12 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 09 MINUTES WITH THE LAST DESCRIBED COURSE, AS MEASURED FROM NORTHEAST TO NORTHWEST, 8.50 FEET; THENCE NORTHEASTERLY 812.46 FEET TO THE SAID SOUTHWESTERLY LINE OF ALGONQUIN ROAD; THENCE SOUTHEASTERLY ON SAID LINE, BEING CURVED AND CONVEX TO THE NORTH AND HAVING A RADIUS OF 9,499.34 FEET A DISTANCE OF 50.04 FEET TO THE PLACE OF BEGINNING;

PARCEL "B":

A PORTION OF LOTS 10 AND 11 IN THE DIVISION OF EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO, A PORTION OF LOT 7 IN JOSEPH A. BARNES FARM IN SECTIONS 9, 15 AND 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE

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NORTHWEST CORNER OF LOT 1 IN ENGELHARDT'S SUBDIVISION OF PART OF SAID LOT 7; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID LOT, 580.24 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID LINE, 430.08 FEET TO THE WESTERLY LINE OF AFORESAID LOT 11; THENCE NORTHEASTERLY ON SAID LINE AND CONTINUING ON THE WESTERLY LINE OF SAID LOT 10, 784.12 FEET TO THE NORTHERLY LINE OF SAID LOT 10; THENCE SOUTHEASTERLY ON SAID LINE, 36.36 FEET TO THE SOUTHWESTERLY LINE OF ALGONQUIN ROAD AS DEDICATED BY INSTRUMENT RECORD FEBRUARY 2, 1933 AS DOCUMENT NUMBER 11195785; THENCE SOUTHEASTERLY ON SAID LINE, BEING CURVED AND CONVEX TO THE NORTH AND HAVING A RADIUS OF 9,499.34 FEET, A CHORD DISTANCE OF 447.46 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT DATED OCTOBER 20, 1977 AND RECORDED NOVEMBER 2, 1977 AS DOCUMENT NUMBER 24176555, AND AS AMENDED FROM TIME TO TIME, OVER AND ACROSS THE EAST 22 FEET OF THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF LOT 2 IN CAUDILL'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF THE SOUTHWESTERLY LINE OF ALGONQUIN ROAD AS WIDENED, EXCEPT THAT PART THEREOF DEDICATED FOR PUBLIC STREET BY THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 19756910 AND ALSO EXCEPT THAT PART LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE EASTERLY LINE OF THE NORTHERLY PART OF SAID LOT, 784.12 FEET SOUTHWESTERLY OF THE NORTHERLY CORNER THEREOF; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 09 MINUTES WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM NORTH TO WEST) TO THE WESTERLY LINE OF SAID LOT 2; AND ALSO EXCEPTING THAT PART OF SAID LOT DESCRIBED AS FOLLOWS: BEGINNING AT SAID POINT IN THE EASTERLY LINE OF THE NORTHERLY PART OF SAID LOT, 784.12 FEET SOUTHEASTERLY OF THE NORTHERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG SAID LINE THAT FORMS AN ANGLE OF 90 DEGREES 09 MINUTES AFORESAID, A DISTANCE OF 8.50 FEET; THENCE NORTHEASTERLY 812.46 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF ALGONQUIN ROAD; THENCE SOUTHEASTERLY ON SAID LINE, BEING CURVED AND CONVEX TO THE NORTH AND HAVING A RADIUS OF 9,499.34 FEET, A DISTANCE OF 50.04 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 10 IN THE DIVISION OF THE EAST 1/2 OF SAID NORTHWEST 1/4; THENCE NORTHWESTERLY ON SAID LINE, BEING IDENTICAL WITH THE BOUNDARY LINE OF SAID LOT 2, 36.36 FEET TO THE NORTHERLY CORNER OF THE SAID EASTERLY LINE OF THE NORTHERLY PART OF SAID LOT; THENCE SOUTHWESTERLY ON SAID LINE, 784.12 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT DATED OCTOBER 4, 1978 AND RECORDED NOVEMBER 27, 1978 AS DOCUMENT NUMBER 24738091, AND AS AMENDED FROM TIME TO TIME OVER AND ACROSS THE EAST 22 FEET OF LOT "B" IN WEBER ATRIUM RESUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE OAK POINT PLAT OF DEDICATION RECORDED JANUARY 16, 2003 AS DOCUMENT NUMBER 0030079992 IN COOK COUNTY, ILLINOIS, OVER AND ACROSS A 22 FOOT WIDE STRIP AS SHOWN THEREIN.

PARCEL 7:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 CREATED BY THE PLAT OF THE FINAL WEBER'S RESUBDIVISION RECORDED MARCH 31, 2003 AS DOCUMENT NUMBER 0030435526, IN COOK COUNTY, ILLINOIS, OVER AND ACROSS OUTLOT 'B' AND THE 60 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT AREA DEPICTED THEREIN.

PARCEL 8:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT RECORDED MARCH 23, 2006 AS DOCUMENT NUMBER 0608244082, IN COOK COUNTY, ILLINOIS, OVER AND ACROSS VARIOUS PARCELS AS SHOWN THEREIN.

Property Index Nos. 08-16-102-008-0000

Common Address: 715-723 West Algonquin Road, Arlington Heights, Illinois 60005

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EXHIBIT "B"

**TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT AND
ASSIGNMENT BY ARLINGTON HEIGHTS 1 LLC, AS MORTGAGOR, IN FAVOR OF
WEBSTER BANK, NATIONAL ASSOCIATION, AS MORTGAGEE,
DATED JUNE 30, 2021**

Permitted Exceptions

See attached.

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Attached to Policy No. CCHI1801081LD

Schedule B of the above policy is hereby amended as follows:

- The following exception(s) are hereby added:

AU

Public Utility Easement in favor of Commonwealth Edison Company and SBC Telephone Company as granted by the Final Plat of Hamilton Partners - Arlington Heights recorded December 11, 2018 as document number 1834506005.

- The following exception(s) are hereby deleted:

None.

- The following exception(s) are hereby amended to read as follows:

- Taxes for the year(s) 2020 and 2021
2021 taxes are not yet due or payable.

- Note: 2020 first installment is due March 2, 2021
Note: 2020 final installment not yet due or payable

Perm tax#	Pcl	Year	1st Inst.	Stat
08-16-102-038-0000	1 of 1	2020	\$337,182.67	Paid

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A 1.

The lien of taxes and assessments not yet due and payable. For informational purposes only, all past taxes and assessments due and payable through and including the date hereof have been paid in full.

1. Taxes for the year 2018
2018 taxes are not yet due or payable.

1A. Note: 2017 first installment was due March 1, 2018
Note: 2017 final installment is due August 1, 2018

Perm tax#	Pct	Year	1st Inst	Stat	2nd Inst	Stat
08-16-102-008-0000	1 of 4	2017	\$17,444.93	Paid	\$16,732.57	Paid
08-16-102-026-0000	2 of 4	2017	\$23,734.84	Paid	\$34,593.98	Paid
08-16-102-027-0000	3 of 4	2017	\$51,801.21	Paid	\$77,343.15	Paid
08-16-102-028-0000	4 of 4	2017	\$136,523.06	Paid	\$184,228.34	Paid

AK 2.

Tenants in possession, as tenants only, under unrecorded leases with no rights of first refusal, options to purchase, or other similar options or rights and set forth on the attached rent roll.

B 3.

(A) terms, provisions, and conditions relating to the easement described as parcel 'C' contained in the instrument creating said easement.

(B) rights of the adjoining owner or owners to the concurrent use of said easement.

C 4.

Reservation of an easement for the use of sanitary sewers presently located on parcel "A" to Weber Marking Systems, Inc., grantor in the warranty deed to John E. Roberts, recorded November 2, 1977 as document 24176551, as disclosed by said deed of conveyance.

(Affects Parcel 1 - 'A')

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- D 5. Terms provisions conditions and easements as contained in the easement document recorded November 2, 1977 as document 24176554 made by Central National Bank In Chicago, as trustee under trust number 22481 to Weber Addressing Machine Company, Inc., to Weber Marking Systems, Inc., relating to a perpetual easement for ingress and egress over, under and across the East 25 feet of parcel "B" and the conditions contained therein.

as shown on the survey prepared by Jade Surveyors LLC dated May 18 2017 order No. 50732

(Affects Parcel 1 - 'B')

- E 6. Terms provisions conditions and easements as contained in the easement Easement recorded November 2, 1977 as document 24176553 made by Central National Bank In Chicago, as trustee under trust number 22481 to Weber Marking Systems, Inc., and Weber Addressing Machine Company, Inc., relating to an easement for ingress and egress over, under and across the West 22 feet of parcels 'A' and 'B', as a (read and the Conditions and Restrictions Contained Therein and as shown on survey made by Jade Surveying dated May 19, 2017.

(Affects Parcel 1 - 'A' and 'B')

- F 7. Easement in favor of the Illinois Bell Telephone Company and the Commonwealth Edison Company, and their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as document 24339865, affecting the North 10 feet of the South 30 feet (except the East 79 feet thereof) and; also the West 10 feet of the East 89 feet of the South 191 feet (except the South 30 feet thereof) and; also the North 10 feet of the South 191 feet of the East 79 feet (except the East 25 feet thereof) and; also the West 10 feet of the East 25 feet (except the North 67.5 feet, as measured on the East Line of Said Property) and; also a strip of Land 10 feet in width, the East Line beginning at a point measured 15 feet West of the East line and 67.5 feet South of the Northeast Corner; thence extending in a Northwesterly direction to a point in the Northerly line 50 feet Northwesterly of the Northeast Corner thereof of the Land and as shown on the Survey.

(Affects Parcel 1 - 'A' and 'B')

- G 8. Easement in favor of the Illinois Bell Telephone Company and the Commonwealth Edison Company, and their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as document 24391507, affecting a strip of Land 5 feet in width adjacent to parallel with and lying Southwesterly of the Southwesterly right of way line of Algonquin road and as shown on the Survey.

(Affects Parcel 1- 'A' and 'B')

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- H 9. Easement in favor of Northern Illinois Gas Company, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as document 24413979, affecting the Southerly 10 feet of parcel 'A' and the Southerly 10 feet and the Easterly 10 feet of parcel 'B' of the Land and as shown on the Survey.
- (Affects Parcel 1 - 'A' and 'B')
- I 10. Easement recorded August 16, 1986 as document 19917611 as contained in the Plat of Survey over: that part of Lot 2 in Caudull's Subdivision aforesaid lying North of the North Line of Illinois toll highway and Westerly of the West Line of Algonquin road, state route No. 62, as widened per document 11195782, beginning at a point on the North Line of Lot 2 with the Intersection of the Southwesterly line of Algonquin Road, as widened; thence Southeasterly along said Southwesterly line of Algonquin Road, a distance of 126.40 feet for a point of beginning; thence continue Southeasterly along said Southwesterly line of Algonquin road a distance of 44.27 feet to the Easterly line of Said Lot 2, extended North, thence Southwesterly along said Easterly line of Lot 2 a distance of 1335.07 feet to an angle point in said Lot, thence Northwesterly along a line parallel with the Southeasterly line of Said Lot 2 a distance of 1335.07 feet to the point of beginning; thence Southeasterly 7 feet (measured at right angles) of described Land to be an easement for gas and sewers, the Northwesterly 22 feet of the Southeasterly 29 feet (both measured at right angles) of described Land to be an easement for ingress and egress and Northwesterly 11 feet (measured at right angles) of described Land to be an easement for water and electric and as shown on the Survey.
- (Affects Parcel 1 - 'A' and 'C')
- J 11. Easements, terms, provisions and conditions contained in the easement agreement executed by and between Joseph A. Weber, Jr., trustee of the Joseph A. Weber, Jr. Declaration of trust dated May 1, 1975, as amended; Arlington Oak Pointe L.L.C., an Illinois Limited Liability Company; Weber Marking Systems, Inc., an Illinois Corporation and LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as trustee known as trust number 795, recorded March 23, 2006 as document 0608244082 and as shown on the Survey.
- (Affects Parcels 1 and 2)

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- K 12. We have examined the Plat of survey by Jade Surveying LLC, dated May 19, 2017 and note the following:
- (a) Encroachment of a wide concrete wall located mainly on the property onto land Easterly by up to 1.3 feet.
- (b) Sidewalk onto property by at most 1.2 feet
- (Affects Parcel 1)
- L 13. Notice of leaking underground storage tank environmental notice recorded May 14, 2010 as document 1013455005 by the Illinois Environmental Protection Agency, and the terms and conditions set forth therein.
- (Affects Parcel 1)
- M 14. Easement 30.00 feet in width for sanitary sewer and water main lying parallel with and adjoining the Northeastern line of the Northern Illinois toll highway right of way as condemned by the Village of Arlington Heights Municipality Corporation, in case No. 69CO45.
- as shown on the survey prepared by Gremley and Bledermann, dated May 8, 2017 order No. 201-23961-001
- N 15. Grant of easement recorded July 3, 1979 as document 25035435 and re-recorded June 10, 1980 as document 25482470 made by Mount Prospect State Bank, as trustee under trust agreement dated August 1, 1978 and known as trust nos. 795 and 796 to the Commonwealth Edison Company for the purpose of constructing, operating, etc., all equipment necessary for the underground transmission of electricity for the Subdivision.
- Easement over the Land described on exhibit 'A' attached thereto.
- (Affects Parcel 2)
- O 16. Grant of easement recorded June 12, 1979 as document 2499541 made by Mount Prospect State Bank, a corporation of Illinois, as trustee under trust agreement dated August 1, 1978 and known as trust nos. 795 and 796 to Northern Illinois Gas Company for the purpose of laying and maintaining gas mains and any necessary equipment to supply gas to the Subdivision.
- (affects Easterly 20.00 feet of Lot "A", Parcel 2)

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- P 17. Terms, conditions, and limitations contained in the no further remediation letter issued by the Illinois Environmental Protection Agency recorded July 2, 1999 as Document 99637819 Re: Illinois Epa Number: 0310090003; Last Incident No.: 922709.

(Affects Parcel 2)

- Q 18. Terms and conditions of easement agreement made and entered into by and between Joseph A. Weber, Jr., trustee of the Joseph A. Weber, jr. Declaration of trust, originally dated May 1, 1975, as amended; Arlington Oak Pointe L.L.C., an Illinois Limited Liability Company; Weber Marking Systems, Inc., an Illinois Corporation and LaSalle Bank National Association, as successor Trustee to Mount Prospect State Bank, a corporation of Illinois, as trustee under trust agreement dated August 1, 1978 and known as trust number 795 recorded March 23, 2006 Ad 0608244082.

(Affects Parcel 2)

- R 19. Easement over the Southerly 25.00 feet of that part of the Land falling in Lot 1 in parcel "B" in favor of the Commonwealth Edison Company, a corporation of Illinois, to construct, maintain and operate electrical transmission lines, wires and necessary fixtures as created by Grant dated March 27, 1967 and recorded March 31, 1967 as Document 20097967.

(Affects part of Parcel 2)

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- S 20. Easement dated July 6, 1966 and recorded August 16, 1966 as document 19917611 as contained in the Plat of Survey over:
- that part of Lot 2 in Caudill's Subdivision aforesaid lying North of the North Line of Illinois Toll Highway and Westerly of the West Line of Algonquin road, state route number 62 as widened per document 11195782, beginning at a point on the North Line of Lot 2 with the intersection of the Southwesterly line of Algonquin Road, a distance of 136.40 feet for a point of beginning; thence continuing Southeasterly along said Southwesterly line of Algonquin Road, a distance of 44.27 feet to the Easterly line of Said Lot 2, extended north; thence Southwesterly along said Easterly Line of Lot 2 a distance of 1335.07 feet to an angle point in said Lot; thence Northwesterly along a line parallel with the Southeasterly line of Said Lot 2 a distance of 1335.07 feet to the point of beginning; thence Southeasterly 7.00 feet (measured at right angles) of described premises to be an easement for gas and sewers, the Northwesterly 22.00 feet of the Southeasterly 29.00 feet (both measured at right angles) of described premises to be easement for Ingress and Egress and Northwesterly 11.00 feet (measured at right angles) of described premises to be an easement for water and electric.
- as shown on the survey prepared by Gremley and Biedermann, dated May 9, 2017 order No. 201-23961-001
- (Affects part of Parcel 2)
- T 21. Easement over the East 17.00 feet (measured at right angles to the Easterly line of that part of the Land falling in Parcel "B") in favor of the Commonwealth Edison Company, a corporation of Illinois, and the Illinois Bell Telephone Company, a corporation of Illinois, to construct and maintain thereof facilities, together with right of access thereto as granted by Instrument recorded April 26, 1979 as document 21144931.
- as shown on the survey prepared by Gremley and Biedermann, dated May 9, 2017 order No. 201-23961-001
- (affects part of Parcel 2)
- U 22. Easement over the Southerly 25.00 feet of parcel "A" in favor of the Commonwealth Edison Company, a corporation of Illinois, to construct, maintain and operate electrical equipment together with the right of access thereto as created by grant dated October 14, 1966 and recorded October 25, 1966 as document 19977407.
- as shown on the survey prepared by Gremley and Biedermann, dated May 9, 2017 order No. 201-23961-001
- (affects part of Parcel 1 and 2)

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- V 23. Easement over the Northwesternly 11.00 feet of the Southeastly 40.00 feet measured at right angles to the Southeastly line of the Land in favor of the Commonwealth Edison Company and the Illinois Bell Telephone Company, to construct, maintain and operate their facilities together with the right of access as created by Grant dated October 26, 1966 and recorded February 15, 1967 as document 20063955.
- as shown on the survey prepared by Gremley and Biedermann, dated May 9, 2017 order No. 201-23961-001
- (affects part of Parcel 2)
- W 24. Easement for water main over the Southwesterly 30.00 feet of that part of the Northeastly right of way line of the Northern Illinois Toll Highway (except that part of said Southwesterly 30.00 feet lying Northwesternly of and adjoining a line drawn 40.00 feet Northwesternly of and parallel with the most Westerly Southeast line of Said Lot 2 and said line extended Southwesterly) also an easement for water main under the Northwesternly 10.00 feet of the Southeastly 40.00 feet lying Northwesternly of and adjoining the most Westerly Southeast line of Lot 2 and said line extended Southwesterly as shown on the Plat of Easement Dated July 21, 1968 and recorded August 8, 1969 as document 20922014.
- as shown on the survey prepared by Gremley and Biedermann, dated May 9, 2017 order No. 201-23961-001
- (affects part of Parcel 2)
- X 25. Easement over the West 22.00 feet of the Land in favor of a dominant tenement described as Lot "B". In Weber Atrium Resubdivision for ingress and egress over, under and across the easement premises and incidental purposes, as created by Grant made by Mount Prospect State Bank, as trustee under trust numbers 795 and 796, to Weber Marketing Systems, Inc., recorded November 27, 1978 as document 24729082 and the covenants, conditions and agreements therein contained.
- as shown on the survey prepared by Gremley and Biedermann, dated May 9, 2017 order No. 201-23961-001
- (affects part of Parcel 2)

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- Y 26. Reservation of an easement for the use of sanitary sewers presently located on parcel "A" to Weber Marketing Systems, Inc., grantor in the warranty deed to John E. Roberts dated September 8, 1977 and recorded November 2, 1977 as document 24176551, as disclosed by said deed of conveyance.
- as shown on the survey prepared by Gremley and Biedermann, dated May 9, 2017 order No. 201-23961-001
- (Affects Parcel 2)
- Z 27. Covenants, conditions and restrictions contained in grant of easement recorded November 2, 1977 as document 24176553 including but not limited to maintenance of the easement.
- as shown on the survey prepared by Gremley and Bledermann, dated May 9, 2017 order No. 201-23961-001
- (Affects Parcel 2)
- AD 28. Easement in, upon, under, over and along a strip of Land 5 feet in width adjoined to and parallel with and lying Southwesterly of the Southwesterly right of way line of Algonquin road, to install and maintain all equipment for the purpose of serving the Land and other property with telephone and Electric Service and together with right of access to said equipment as created by Grant to Illinois Bell Telephone Company and the Commonwealth Edison Company, their respective successors and assigns, recorded April 6, 1978 as document number 24391507. As shown on the survey prepared by Gremley and Bledermann, dated May 9, 2017 order No. 201-23961-001
- (Affects Parcel 2 - '3, 4 and 7')
- AE 29. Easement in favor of the Commonwealth Edison Company, its successors and/or assigns, for public utility purposes, and rights and equipment appurtenant thereto, as established by the grant recorded as document number 19977407 and as depicted on the Plat of Weber Atrium resubdivision recorded as document number 24751242 and the terms and provisions contained in said instruments, as shown on the survey prepared by Gremley and Bledermann, dated May 9, 2017 order No. 201-23961-001
- (affects the Southwesterly 25 feet of Parcel 2 - '1')

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- *****
- AF 30. Easement over a strip of Land five feet in width adjacent to, parallel with and lying Southwesterly of the Southwesterly right of way line of Algonquin road, the right to construct, reconstruct, add to, remove, operate and maintain its communications system, consisting of such wires, cables, conduits, terminals, manholes and other fixtures as the grantee may from time to time require for the purpose of telecommunications, and to clear and keep cleared such trees, roots, bushes and other obstructions from the easement, as created by Grant to Illinois Bell Telephone Company, its successors and/or assigns, recorded February 24, 1978 as document number 24339886. As shown on the survey prepared by Gremley and Biedermann, dated May 9, 2017 order No. 201-23961-001
- (Affects Parcel 2 - '3, 4 and 7')
- AG 31. Easement for a water main, and rights and equipment appurtenant thereto, as established by the grant recorded as document number 20922014 and as depicted on the Plat of Weber Atrium Resubdivisions recorded as document number 24731232, and the terms and provisions contained in said instruments as shown on the survey prepared by Gremley and Biedermann, dated May 9, 2017 order No. 201-23961-001
- (affects the Southwesterly 30 feet of Parcel 2 -'1')
- AH 32. Rights, if any, of public and quasi-public utilities in the Land as disclosed by storm catch basins, storm manholes, sanitary manholes, electrical vaults and manholes as shown on the survey prepared by Gremley and Biedermann, dated May 9, 2017 order No. 201-23961-001
- AP 33. Attention is directed to the fact that the improvements on the Land have not been completed. Therefore, this commitment/policy is subject to such further exceptions, if any, as may be disclosed upon the completion of the improvements, at which time a determination will be made as to whether ALTA endorsement 9-06 may issue.
- AQ 34. Anything in this policy and any endorsement thereto notwithstanding, the liability of the Company under said policy shall not exceed the sum of \$3,113,052.20 (being the amount actually disbursed of the proceeds of the loan secured by the mortgage described in Schedule A at the date of said policy) and costs which the Company is obligated under the conditions and stipulations to pay, but such liability shall be increased by the sum of each subsequent disbursement made under said mortgage up to the face amount of the policy; subject, however, with respect to each such increase, to any defects, liens, encumbrances, adverse claims or other matters which may be disclosed upon an examination of the title to the estate or interest in said Land subsequent to the preceding examination; and down to and including the date of each disbursement.