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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2122519010

Doc# 2122519010 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/13/2021 10:08 AM PG: 1 OF 33

The property identified as: **PIN:** 19-28-326-032-0000

Address:

Street: 5550 W 79th St

Street line 2:

City: Burbank

State: IL

ZIP Code: 60459

Lender: Wells Fargo Bank, National Association

Borrower: Anabi Real Estate Development, LLC Designated Series 116

Loan / Mortgage Amount: \$2,335,000.00

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

Certificate number: 829492C6-9AF0-424B-AD44-EC2DC8376117

Execution date: 8/3/2021

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Drafted, drawn & prepared for or by,
Recording requested by, and
When recorded return to:

McGuireWoods LLP
201 North Tryon Street
Suite 3000
Charlotte, NC 28202-2146
Attention: David R. Lapp, Esq.

Space above this line for Recorder's Use

**MORTGAGE
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

The parties to this **MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "Mortgage"), made and entered into to be effective as of August 3, 2021 (the "Effective Date"), are **ANABI REAL ESTATE DEVELOPMENT, LLC**, a Delaware limited liability company, on behalf of and for the benefit of **ANABI REAL ESTATE DEVELOPMENT, LLC DESIGNATED SERIES H6** ("Mortgagor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent for the benefit of the Secured Parties, as defined in the Loan Agreement referred to below ("Mortgagee").

RECITALS

A. Mortgagor, the other Borrowers (as hereinafter defined) party thereto, the financial institutions from time to time party thereto (the "Lenders"), and Mortgagee, as Administrative Agent, Swingline Lender, and Issuing Lender, have now entered into that certain Fourth Amended and Restated Credit Agreement, dated as of July 7, 2021 (as the same has been or may be amended, restated, supplemented, or otherwise modified from time to time the "Loan Agreement"), pursuant to which the Lenders have agreed to make extensions of credit and other financial accommodations to Borrowers from time to time, subject to the terms and conditions therein.

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B. The Loan Parties and the Secured Parties may from time to time enter into one or more Secured Hedge Agreements and Secured Cash Management Agreements, and Mortgagor will directly and indirectly benefit therefrom.

C. It is the intention of the parties hereto that this Mortgage create a Lien (as hereinafter defined) on the Property (as hereinafter defined) in order to secure the Secured Obligations (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 DEFINITIONS. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Loan Agreement. As used herein, the following terms shall have the meanings assigned to them below:

“Applicable Law” means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or Governmental Authorities and all orders and decrees of all courts and arbitrators.

“Borrowers” means, jointly and severally, ANABI OIL CORPORATION, a California corporation, AK, INC., an Alaska corporation, AKA, INC., an Alaska corporation, AKNV, INC., a Nevada corporation, ANABI CONVENIENCE CENTERS, INC., a California corporation, ANABI REAL ESTATE DEVELOPMENT, LLC, a Delaware limited liability company, and each Designated Series thereof, C.A.R ENTERPRISES, INC., a California corporation, FUTURE ENERGY FLORIDA, INC., a Florida corporation, HOLLINS MANAGEMENT GROUP, INC., a California corporation, JV S&T, INC., a California corporation, MIDWEST CONVENIENCE, INC., an Indiana corporation, NMSO, INC., a California corporation, RADC ENTERPRISES, INC., a California corporation, REBEL LAND AND DEVELOPMENT, LLC, a Nevada limited liability company, and each Designated Series thereof, TMSO, INC., a California corporation, and each Additional Borrower approved by the Lenders that becomes a party to the Loan Agreement as a Borrower.

“Collateral” means, collectively, all right, title and interest of Mortgagor in and to the following personal property, whether now owned or hereafter acquired: (a) all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with or appropriated for use on the Property; (b) all rents, issues, deposits and profits of the Property; (c) all inventory, accounts, cash receipts, deposit accounts, impounds, accounts receivable, contract rights, general intangibles, software, chattel paper, instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the Property or any business now or hereafter conducted thereon by

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Mortgagor; (d) all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any Governmental Authority with respect to the Property; (e) all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the Property; (f) all advance payments of insurance premiums made by Mortgagor with respect to the Property; (g) all plans, drawings and specifications relating to the Property; (h) all loan funds held by Mortgagee, whether or not disbursed, for use in connection with, or appropriated for use on, the Property; (i) all funds related to the Property which are deposited with Mortgagee pursuant to any Loan Document; (j) all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; and (k) all replacements and proceeds of, and additions and accessions to, any of the foregoing, and all books, records and files relating to any of the foregoing.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), including but not limited to any Gaming Authorities and any Liquor Authorities.

“Leases” means, collectively, all present and future leases of the Property or any portion thereof, all licenses and agreements relating to the management, leasing or operation of the Property or any portion thereof, and all other agreements of any kind relating to the use or occupancy of the Property or any portion thereof, whether such leases, licenses and agreements are now existing or entered into after the date hereof, including all guarantees of and security for the tenants’ performance thereunder, and all amendments, extensions, renewals or modifications thereto which are permitted hereunder.

“Lien” means, with respect to any asset, any mortgage, leasehold mortgage, lien, pledge, charge, security interest, hypothecation or encumbrance of any kind in respect of such asset. For the purposes hereof, a Person shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capital Lease Obligation or other title retention agreement relating to such asset.

“Notes” means, collectively, the promissory notes, if any, executed and delivered by Borrowers pursuant to the Loan Agreement, evidencing debt in an aggregate amount up to but not exceeding [Four Hundred Ninety Million Dollars (\$490,000,000)], bearing interest as specified therein, and, if not sooner matured (by acceleration or otherwise), finally maturing as provided in the Loan Agreement, in each case as the same may be amended, supplemented, extended, renewed, increased or otherwise modified from time to time.

“Payments” means, collectively, the rents, issues, deposit and profits of the Property, including without limitation, all amounts payable and all rights and benefits accruing to Mortgagor under the Leases.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

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“Release Date” means the date upon which (a) all Commitments have terminated, (b) all Secured Obligations have been paid in full (other than (i) contingent indemnification obligations and (ii) obligations and liabilities under Secured Cash Management Agreements or Secured Hedge Agreements as to which arrangements satisfactory to the applicable Secured Party have been made), and (c) the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to Mortgagee and the applicable Issuing Lender have been made).

“Secured Cash Management Agreement” means any Cash Management Agreement between or among any Loan Party and any Cash Management Bank.

“Secured Hedge Agreement” means any Hedge Agreement between or among any Loan Party and any Hedge Bank.

“Secured Parties” means, collectively, Mortgagee, the Lenders, the Issuing Lenders, the Hedge Banks, the Cash Management Banks, each co-agent or sub-agent appointed by Mortgagee from time to time pursuant to Article XI of the Loan Agreement, the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, any other holder from time to time of any of any Secured Obligations and, in each case, their respective successors and permitted assigns.

“UCC” means the Uniform Commercial Code as in effect in the State of Illinois, as the same may be amended or recodified from time to time.

ARTICLE 2. MORTGAGE

Section 2.1 GRANT. For the purposes of and upon the terms and conditions of this Mortgage, Mortgagor irrevocably grants, bargains, warrants, conveys, sells, mortgages, encumbers, transfers, hypothecates, pledges, sells, sets over, grants a security interest and assigns to Mortgagee, with right of entry and possession, all estate, right, title and interest which Mortgagor now has or may hereafter acquire in, to, under or derived from any or all of the following (collectively, the “Property”):

- (a) The real property (the “Land”) described on Exhibit A attached hereto;
- (b) All appurtenances, easements, rights of way, water and water rights (including but not limited to wells, canals, and reservoirs), pumps, pipes, flumes and ditches and ditch rights, water stock, ditch and/or reservoir stock or interests, royalties, development rights and credits, air rights, minerals, oil rights, and gas rights, and any fixtures or evidence related thereto, whether now or later used or useful in connection with, appurtenant to or related to the Land, whether appropriated or unappropriated, tributary or non-tributary, and decreed or undecreed;
- (c) All buildings, structures, facilities, other improvements and fixtures now or hereafter located on the Land;
- (d) All apparatus, equipment, machinery and appliances and all accessions thereto and renewals and replacements thereof and substitutions therefor used in the operation or

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occupancy of the Land, it being intended by the parties that all such items shall be conclusively considered to be a part of the Land, whether or not attached or affixed to the Land;

(e) All land lying in the right-of-way of any street, road, avenue, alley or right-of-way opened, proposed or vacated, and all sidewalks, strips and gores of land adjacent to or used in connection with the Land;

(f) All additions and accretions to the property described above;

(g) All licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Land and all estate, right, title and interest of Mortgagor in, to, under or derived from all trade names or business names relating to the Land or the present or future development, construction, operation or use of the Land; and

(h) All proceeds of any of the foregoing.

The listing of specific rights or property shall not be interpreted as a limitation of general terms.

ARTICLE 3. OBLIGATIONS SECURED

Section 3.1 OBLIGATIONS SECURED. Mortgagor makes the foregoing grant and assignment for the purpose of securing the following obligations (collectively, the "Secured Obligations"):

(a) Full and punctual payment of all sums owing under the Loan Agreement and the Notes from time to time;

(b) Payment and performance of all covenants and obligations of Mortgagor under this Mortgage including, without limitation, indemnification obligations and advances made to protect the Property;

(c) Payment and performance of all "Obligations" and "Secured Obligations" (each as defined in the Loan Agreement) whether such Obligations or Secured Obligations are now or hereafter existing, as such Obligations and Secured Obligations may be amended, modified, supplemented, increased, renewed, extended, and restated from time to time, including, without limitation, payment and performance of all additional covenants and obligations of Mortgagor under the Loan Agreement and the other Loan Documents;

(d) Payment and performance of all future advances and other obligations that the then record owner of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when the obligation is evidenced by a writing which recites that it is secured by this Mortgage;

(e) All interest and charges on all obligations secured hereby including, without limitation, prepayment charges, late charges and loan fees; and

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(f) All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; and (ii) modifications, extensions or renewals at a different rate of interest whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

Section 3.2 OBLIGATIONS. The term “obligations” is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges, late charges and loan fees at any time accruing or assessed on any of the Secured Obligations.

Section 3.3 INCORPORATION. All terms and conditions of the Loan Agreement, the Notes and all other Loan Documents are incorporated herein by this reference. All Persons who may have or acquire an interest in the Property shall be deemed to have notice of the terms of the Secured Obligations and to have notice that (a) the Loan Agreement may permit borrowing, repayment, and reborrowing, and (b) the rate of interest on all or part of the Secured Obligations may vary from time to time.

ARTICLE 4. ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

Section 4.1 ASSIGNMENT. Mortgagor irrevocably and absolutely assigns to Mortgagee, for the benefit of the Secured Parties, all of Mortgagor’s right, title and interest in, to and under (a) all Leases and (b) the Payments. This is a present and absolute assignment, not an assignment for security purposes only, and Mortgagee’s right to the Leases and Payments is not contingent upon, and may be exercised without possession of, the Property. The assignment of the rents herein granted is not a pledge of rents but is an absolute assignment of all rents, issues, profits, leases now or hereafter arising from the ownership, occupancy or use of the Property and is primary security for the Secured Obligations and shall be effective from the date hereof and not just upon the occurrence of a Default or Event of Default. The rights of Mortgagee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to Mortgagee shall, to the extent not prohibited by law, extend from the date hereof through the filing of any suit to foreclose the Lien of this Mortgage, the obtaining of any judgment foreclosing the Lien of this Mortgage, and any period allowed by law for the redemption of the Property after any foreclosure sale.

Section 4.2 GRANT OF LICENSE. Mortgagee confers upon Mortgagor a revocable license (the “License”) to collect and retain the Payments as they become due and payable, until the occurrence of a Default. Upon the occurrence of a Default, the License shall be automatically revoked and Mortgagee may collect and apply the Payments pursuant to the terms hereof without notice and without taking possession of the Property. All Payments thereafter collected by Mortgagor shall be held by Mortgagor as trustee under a constructive trust for the benefit of Mortgagee. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any rental or other sums which may at any time become due under the Leases, or for the performance of any of the tenants’ undertakings under the Leases, and the tenants shall

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have no right or duty to inquire as to whether any Default has actually occurred or is then existing. Mortgagor hereby relieves the tenants from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Mortgagee. Mortgagee may apply any Payments so collected by Mortgagee against the Secured Obligations as determined by Mortgagee in accordance with the Loan Agreement. Collection of any Payments by Mortgagee shall not cure or waive any Default or notice of Default or invalidate any acts done pursuant to such notice. If and when no Default exists, Mortgagee shall re-confer the License upon Mortgagor until the occurrence of another Default.

Section 4.3 EFFECT OF ASSIGNMENT. The foregoing irrevocable assignment shall not cause Mortgagee to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; (c) responsible or liable for any waste committed on the Property by the tenants under any of the Leases or by any other parties, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, invitee or other Person; or (d) responsible for or impose upon Mortgagee any duty to produce rents or profits. Neither Mortgagee nor any other Secured Party shall be directly or indirectly liable to Mortgagor or any other Person as a consequence of: (i) the exercise or failure to exercise any of the rights, remedies or powers granted to Mortgagee and the other Secured Parties hereunder; or (ii) the failure or refusal of Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor arising under the Leases.

ARTICLE 5. SECURITY AGREEMENT AND FIXTURE FILING

Section 5.1 SECURITY INTEREST. Mortgagor grants and assigns to Mortgagee, for the benefit of the Secured Parties, a security interest in the Collateral to secure payment and performance of all of the Secured Obligations.

Section 5.2 FIXTURE FILING. The Collateral includes goods which are or shall be owned in fee by Mortgagor and become fixtures on the Property. This Mortgage shall constitute a "fixture filing" for purposes of the UCC. This filing is to be recorded in the real estate records of the appropriate county in which the Property is located.

Section 5.3 COVENANTS. Mortgagor agrees: (a) to execute and deliver such documents as Mortgagee deems necessary to create, perfect and continue the security interests contemplated hereby; (b) not to change its name, and, as applicable, its chief executive office or the jurisdiction in which it is organized without giving Mortgagee at least 30 days' prior written notice thereof; and (c) to cooperate with Mortgagee in perfecting all security interests granted herein and in obtaining such agreements from third parties as Mortgagee deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of Mortgagee's rights hereunder.

Section 5.4 RIGHTS OF MORTGAGEE. In addition to Mortgagee's rights as a secured party under the UCC, Mortgagee may, but shall not be obligated to, at any time without

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notice and at the expense of Mortgagor: (a) give notice to any Person of Mortgagee's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Mortgagee and the other Secured Parties therein; and (c) inspect the Collateral. Notwithstanding the above, in no event shall Mortgagee be deemed to have accepted any property other than cash in satisfaction of any obligation of Mortgagor to Mortgagee unless Mortgagee shall make an express written election of said remedy under the UCC or other Applicable Law.

Section 5.5 RIGHTS OF MORTGAGEE UPON DEFAULT. Upon the occurrence of an Event of Default (after the expiration of any applicable notice and cure periods), then in addition to all of Mortgagee's rights as a secured party under the UCC or otherwise at law:

(a) Disposition of Collateral.

(i) Mortgagee may: (A) upon written notice, require Mortgagor to assemble any or all of the Collateral and make it available to Mortgagee at a place designated by Mortgagee; (B) without prior notice, enter upon the Property or other place where the Collateral may be located and take possession of, collect, sell, lease, license and otherwise dispose of the Collateral, and store the same at locations acceptable to Mortgagee, all at Mortgagor's expense; or (C) sell, assign and deliver the Collateral at any place or in any lawful manner and bid and become purchaser at any such sales.

(ii) Mortgagor acknowledges and agrees that a disposition of the Collateral in accordance with Mortgagee's rights and remedies as heretofore provided is a disposition thereof in a commercially reasonable manner and that 10 days' prior notice of such disposition is commercially reasonable notice. Mortgagee shall have no obligation to process or prepare the Collateral for sale or other disposition. In disposing of the Collateral, Mortgagee may disclaim all warranties of title, possession, quiet enjoyment and the like. Any proceeds of any sale or other disposition of the Collateral may be applied by Mortgagee first to the reasonable expenses incurred by Mortgagee in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements, and then to the payment of the Secured Obligations in accordance with the Loan Agreement.

(b) Other Rights. Mortgagee may, for the account of Mortgagor and at Mortgagor's expense: (i) operate, use, consume, sell, lease, license or otherwise dispose of the Collateral as Mortgagee deems appropriate for the purpose of performing any or all of the Secured Obligations; (ii) enter into any agreement, compromise or settlement, including insurance claims, which Mortgagee may deem desirable or proper with respect to any of the Collateral; and (iii) endorse and deliver evidences of title for, and receive, enforce and collect by legal action or otherwise, all indebtedness and obligations now or hereafter owing to Mortgagor in connection with or on account of any or all of the Collateral.

Section 5.6 POWER OF ATTORNEY. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact, Mortgagee may, without the obligation to do so, in Mortgagee's name or in

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the name of Mortgagor, at any time hereafter prior to the occurrence of the Release Date, upon written notice to Mortgagor, prepare, execute, file and record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Mortgagee's security interests and rights in or to the Collateral, and upon a Default, take any other action required of Mortgagor; provided, however, that Mortgagee as such attorney-in-fact shall be accountable only for such funds as are actually received by Mortgagee.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

Section 6.1 REPRESENTATIONS AND WARRANTIES. Mortgagor represents and warrants to Mortgagee and the other Secured Parties that, to the best of Mortgagor's current actual knowledge, the following statements are true and correct as of the Effective Date:

(a) Title. Mortgagor lawfully holds and possesses fee simple title to the Property, including without limitation on the right to encumber the same. This Mortgage is a first Lien on the Property prior and superior to all other Liens on the Property, except (i) Liens for real estate taxes and assessments not yet due and payable, (ii) senior exceptions previously approved by Mortgagee and shown in the title insurance policy insuring the Lien of this Mortgage, and (iii) Permitted Liens.

(b) Mechanics' Liens. There are no mechanics' or similar Liens or claims which have been filed for work, labor or material (and no rights are outstanding that under Applicable Law could give rise to any such Liens) affecting the Property which are or may be prior to or equal to the Lien of this Mortgage.

(c) Encroachments. Except as shown in the survey or title commitment, if any, previously delivered to Mortgagee, none of the buildings or other improvements which were included for the purpose of determining the appraised value of the Property lies outside of the boundaries or building restriction lines of the Property, and no buildings or other improvements located on adjoining properties encroach upon the Property.

(d) Collateral. Mortgagor has valid and legal title to the Collateral, free and clear of all Liens, except Permitted Liens. Mortgagor's chief executive office is located at the address shown in Section 9.15. Mortgagor is an organization organized solely under the laws of the State referenced in the name of Mortgagor on the opening page to this Mortgage. All organizational documents of Mortgagor delivered to Mortgagee are complete and accurate in every respect. Mortgagor's legal name is exactly as shown on the opening page to this Mortgage.

(e) Condition of Property. Except as shown in the property condition survey or other engineering reports or documentation, if any, previously delivered to or obtained by Mortgagee, the Property is in good working order and condition and is free from any damage that could reasonably be expected to result in a Material Adverse Effect.

(f) Wetlands. No part of the Property consists of or is classified as wetlands, tidelands or swamp and overflow lands.

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(g) Property Taxes and Other Liabilities. All taxes, governmental assessments, insurance premiums, water, sewer and municipal charges, and ground rents, if any, which previously became due and owing in respect of the Property have been paid.

(h) Condemnation. There is no proceeding pending or threatened for the total or partial condemnation of the Property.

(i) Homestead. There is no homestead or other exemption available to Mortgagor that would materially interfere with the right to sell the Property at a trustee's sale or the right to foreclose.

(j) Separate Tax Parcel(s). The Property is assessed for real estate tax purposes as one or more wholly independent tax parcels, separate from any other real property, and no other real property is assessed and taxed together with the Property or any portion thereof.

(k) Utilities; Water; Sewer. The Property is served by all utilities required for the current or contemplated use thereof. All utility service is provided by public utilities and the Property has accepted or is equipped to accept such utility service. The Property is served by public water and sewer systems.

(l) Access. The Property is served by and has unimpeded access to and from one or more public streets or thoroughfares or is benefited by easements, rights-of-way or other rights providing service and unimpeded access to and from one or more public streets or thoroughfares.

(m) Loan Agreement. Mortgagor hereby reaffirms and incorporates herein all representations and warranties of Mortgagor set forth in the Loan Agreement.

ARTICLE 7. RIGHTS AND DUTIES OF THE PARTIES

Section 7.1 MAINTENANCE AND PRESERVATION OF THE PROPERTY. Mortgagor shall: (a) keep the Property in good working order and condition, ordinary wear and tear excepted; (b) make or cause to be made all repairs, renewals and replacements thereof and additions to the Property necessary for the conduct of its business; (c) comply and cause the Property to comply with (i) all Applicable Laws, (ii) all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character and (iii) all requirements of insurance companies and any bureau or agency which establishes standards of insurability, which Applicable Laws, covenants or requirements affect the Property and pertain to acts committed or conditions existing thereon, including, without limitation, any work of alteration, improvement or demolition; (d) operate and manage the Property at all times in a professional manner and do all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value; (e) promptly after execution, deliver to Mortgagee a copy of any management agreement concerning the Property and all amendments thereto and waivers thereof; and (f) execute and acknowledge all further documents, instruments and other papers as Mortgagee deems necessary or appropriate to preserve, continue, perfect and enjoy the benefits of this Mortgage and perform Mortgagor's obligations, including, without limitation, statements of the amount secured hereby then owing and statements of no offset.

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Mortgagor shall not: (i) remove or demolish all or any material part of the Property; (ii) alter either (A) the exterior of the Property in a manner which materially and adversely affects the value of the Property or (B) the roof or other structural elements of the Property in a manner which requires a building permit except for tenant improvements required under the Leases; (iii) initiate or acquiesce in any change in any zoning or other land classification which affects the Property; (iv) materially alter the type of occupancy or use of all or any part of the Property; or (v) commit or permit waste of the Property.

Section 7.2 LIENS, ENCUMBRANCES AND CHARGES. Mortgagor shall immediately discharge by bonding or otherwise any Lien which attaches to the Property in violation of the Loan Documents. Subject to Mortgagor's right to contest such matters under this Mortgage or as expressly permitted in the Loan Documents, Mortgagor shall pay when due all obligations secured by or reducible to Liens which shall now or hereafter encumber or appear to encumber all or any part of the Property or any interest therein, whether senior or subordinate to the Lien of this Mortgage, including, without limitation, all claims for work or labor performed, or materials or supplies furnished, in connection with any work of demolition, alteration, repair, improvement or construction of or upon the Property, except such as Mortgagor may in good faith contest or as to which a bona fide dispute may arise (provided provision is made to the satisfaction of Mortgagee for eventual payment thereof in the event that Mortgagor is obligated to make such payment and that any recorded claim of Lien against the Property is immediately discharged by bonding or otherwise).

Section 7.3 TAXES AND OTHER LIABILITIES. Mortgagor shall pay and discharge when due any and all indebtedness, obligations, assessments and taxes, both real and personal and including federal and state income taxes and state and local property taxes and assessments. Upon written request from Mortgagee, Mortgagor shall promptly provide to Mortgagee copies of all tax and assessment notices pertaining to the Property. Mortgagor hereby authorizes Mortgagee to obtain, at Mortgagor's expense, a tax service contract which shall provide tax information on the Property to Mortgagee for the term of the Loan Agreement and any extensions or renewals thereof.

Section 7.4 CONDEMNATION AND INSURANCE PROCEEDS.

(a) Assignment of Claims. Mortgagor absolutely and irrevocably assigns to Mortgagee, for the benefit of the Secured Parties, all of the following rights, claims and amounts (collectively, "Claims"), all of which shall be paid to Mortgagee as required by the Loan Agreement: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Property; (ii) all other claims and awards for damages to or decrease in value of all or any part of, or any interest in, the Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to all or any part of the Property; and (iv) all interest which may accrue on any of the foregoing. Mortgagor shall give Mortgagee prompt written notice of the occurrence of any casualty affecting, or the institution of any proceedings for eminent domain or for the condemnation of, the Property or any portion thereof. So long as no Default has occurred and is continuing at the time, (A) Mortgagor shall have the right to adjust, compromise and settle any Claim or group of related Claims of \$100,000 or less

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without the participation or consent of Mortgagee and (B) Mortgagee shall have the right to participate in and consent to any adjustment, compromise or settlement of any Claim or group of related Claims exceeding \$100,000. If a Default has occurred and is continuing at the time, Mortgagor hereby irrevocably empowers Mortgagee, in the name of Mortgagor, as Mortgagor's true and lawful attorney in fact, to commence, appear in, defend, prosecute, adjust, compromise and settle all Claims; provided, however, Mortgagee shall not be responsible for any failure to undertake any or all of such actions regardless of the cause of the failure. All awards, proceeds and other sums described herein shall, in all cases, be payable to Mortgagee as provided in the Loan Agreement. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the Secured Obligations, all right, title, and interest of Mortgagor in and to the proceeds for any loss and to any insurance policies then in force shall pass to the purchaser or grantee, regardless of whether or not there is a deficiency judgment after foreclosure sale or nonjudicial foreclosure.

(b) Application of Proceeds. All awards, proceeds and other sums payable in respect of the Claims shall be payable in accordance with the Loan Agreement.

Section 7.5 IMPOUNDS. Mortgagor shall deposit and fund any required escrow accounts the in accordance with the terms and conditions of the Loan Agreement.

Section 7.6 DEFENSE AND NOTICE OF LOSSES, CLAIMS AND ACTIONS. Mortgagor shall protect, preserve and defend the Property and title to and right of possession of the Property, the security of this Mortgage and the rights and powers of Mortgagee, hereunder at Mortgagor's sole expense against all adverse claims, whether the claim: (a) is against a possessory or non-possessory interest; (b) arose prior or subsequent to the Effective Date; or (c) is senior or junior to Mortgagor's or Mortgagee's rights. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, or the filing of any action or proceeding, of the occurrence of any damage to the Property and of any condemnation offer or action.

Section 7.7 RIGHT OF INSPECTION. Mortgagee and its independent contractors, agents and employees may enter the Property from time to time at any reasonable time for the purpose of inspecting the Property and ascertaining Mortgagor's compliance with the terms of this Mortgage. Mortgagee shall use reasonable efforts to assure that Mortgagee's entry upon and inspection of the Property shall not materially and unreasonably interfere with the business or operations of Mortgagor or Mortgagor's tenants on the Property.

Section 7.8 DUE ON SALE/ENCUMBRANCE. Mortgagor shall not cause or permit any transfer of all or any part of or any direct or indirect legal or beneficial interest in the Property or the Collateral, nor any transfer of any direct or indirect legal or beneficial interest in Mortgagor or any of the holders of its Equity Interests, except in accordance with the terms of the Loan Agreement.

Section 7.9 POWERS OF MORTGAGEE. From time to time and without affecting the personal liability of any Person for payment of any indebtedness or performance of any of the Secured Obligations, Mortgagee may, without liability therefor and without notice: (a) reconvey all or any part of the Property; (b) consent to the making of any map or plat of the Property;

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(c) join in granting any easement on the Property; (d) join in any declaration of covenants and restrictions; or (e) join in any extension agreement or any agreement subordinating the Lien or charge of this Mortgage. Nothing contained in the immediately preceding sentence shall be construed to limit, impair or otherwise affect the rights of Mortgagor in any respect. Except as may otherwise be required by Applicable Law, Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the enforcement of the rights and remedies available hereunder, and Mortgagee may obtain orders or decrees directing or confirming or approving acts in the enforcement of said remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, without limitation, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

Section 7.10 EXCULPATION. Neither Mortgagee nor any other Secured Party shall directly or indirectly be liable to Mortgagor or any other Person as a consequence of: (a) the exercise of the rights, remedies or powers granted to Mortgagee in this Mortgage; (b) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under any agreement related to the Property or under this Mortgage; or (c) any loss sustained by Mortgagor or any third party resulting from Mortgagee's failure to lease the Property after a Default or from any other act or omission of Mortgagee in managing the Property after a Default unless the loss is caused by the willful misconduct and bad faith of Mortgagee, and no such liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

Section 7.11 INDEMNITY. Mortgagor hereby reaffirms and incorporates herein its indemnity obligations set forth in the Loan Agreement. In addition to the foregoing, Mortgagor agrees to defend, indemnify and hold harmless Mortgagee, each other Secured Party and each of their Related Parties (each, an "Indemnified Person") from and against any claim, loss, damage, cost, expense or liability directly or indirectly arising out of: (a) the Extensions of Credit; (b) this Mortgage; (c) the execution of this Mortgage or the performance of any act required or permitted hereunder or by Applicable Law; (d) any failure of Mortgagor to perform Mortgagor's obligations under this Mortgage or the other Loan Documents; (e) any act or omission by Mortgagor or any contractor, agent, employee or representative of Mortgagor with respect to the Property; or (f) any claim, loss, damage, cost, expense or liability directly or indirectly arising out of: (i) the use, generation, manufacture, storage, treatment, release, threatened release, discharge, disposal, transportation or presence of any Hazardous Materials which are found in, on, under or about the Property (including, without limitation, underground contamination); or (ii) the breach of any covenant, representation or warranty of Mortgagor regarding Hazardous Materials or condition of the Property set forth in the Loan Agreement and/or herein. This indemnity shall include, without limitation: (A) all consequential damages (including, without limitation, any third party tort claims or governmental claims, fines or penalties against an Indemnified Person); (B) all court costs and reasonable attorneys' fees (including, without limitation, expert witness fees) paid or incurred by an Indemnified Person; and (C) the costs, whether foreseeable or unforeseeable, of any investigation, repair, cleanup or detoxification of the Property which is required by any Governmental Authority or is otherwise necessary to render the Property in compliance with all Environmental Laws. The foregoing to the contrary notwithstanding, this indemnity shall not include, with respect to any Indemnified Person, any

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claim, loss, damage, cost, expense or liability directly or indirectly to the extent it arises out of the gross negligence or willful misconduct of such Indemnified Person, or with respect to the matters set forth in clause (f) above, any claim, loss, damage, cost, expense or liability incurred by an Indemnified Person resulting from the introduction and initial release of Hazardous Materials on the Property first occurring after the transfer of title to the Property at a foreclosure sale under this Mortgage, either pursuant to judicial decree or the power of sale, or by deed in lieu of such foreclosure. Mortgagor shall pay immediately upon demand any amounts owing under this Section together with interest from the date the indebtedness arises until paid at a rate of interest in accordance with the Loan Agreement. Mortgagor agrees to use legal counsel reasonably acceptable to the applicable Indemnified Persons in any action or proceeding arising under this indemnity. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION AND/OR RECONVEYANCE OR RELEASE AND/OR DISCHARGE OF THIS MORTGAGE.

Section 7.12 RELEASES, EXTENSIONS, MODIFICATIONS AND ADDITIONAL SECURITY. Without notice to or the consent, approval or agreement of any Loan Party or any other Person having any interest at any time in the Property (collectively, the "Interested Parties"), Mortgagee may, from time to time: (a) fully or partially release any Person from liability for the payment or performance of any Secured Obligation; (b) extend the maturity of any Secured Obligation; (c) make any agreement with Mortgagor increasing the amount or otherwise altering the terms of any Secured Obligation; (d) accept additional security for any Secured Obligation; or (e) release all or any portion of the Property, Collateral and other security for any Secured Obligation. None of the foregoing actions shall release or reduce the liability of any Interested Party, or release or impair the priority of the Lien of this Mortgage upon the Property.

Section 7.13 SUBROGATION. Mortgagee shall be subrogated to all Liens, whether released of record or not, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Loans secured by this Mortgage.

Section 7.14 RELEASE/RECONVEYANCE. Upon the occurrence of the Release Date, Mortgagee shall release, without warranty, the Property or that portion thereof then held hereunder. The recitals of any matters or facts in any release executed hereunder shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the release may describe the grantee as "the person or persons legally entitled thereto". Mortgagee shall not have any duty to determine the rights of persons claiming to be rightful grantees of any release. When the Property has been fully released, the last such release shall operate as a reassignment of all future rents, issues and profits of the Property to the Person or Persons legally entitled thereto.

ARTICLE 8. REMEDIES

Section 8.1 RIGHTS AND REMEDIES. In addition to the rights and remedies set forth in the Loan Agreement, at any time after a Default, Mortgagee shall have all of the following rights and remedies:

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(a) Entry on Property. With or without notice, and without releasing Mortgagor from any Secured Obligation, and without becoming a mortgagee in possession, Mortgagee shall have the right to enter upon the Property from time to time and to do such acts and things as Mortgagee deems necessary or desirable in order to inspect, investigate, assess and protect the security hereof or to cure any Default, including, without limitation: (i) to take and possess all documents, books, records, papers and accounts of Mortgagor and/or any other Person which relate to the Property; (ii) to make, terminate, enforce or modify the Leases upon such terms and conditions as Mortgagee deems proper; (iii) to make repairs, alterations and improvements to the Property as may be necessary, in Mortgagee's sole judgment, to protect or enhance the security hereof; (iv) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; (v) to pay, purchase, contest or compromise any Lien or claim of Lien which, in the sole judgment of Mortgagee, is or may be senior in priority hereto, the judgment of Mortgagee being conclusive as between the parties hereto; (vi) to obtain insurance; (vii) to pay any premiums or charges with respect to insurance required to be carried hereunder or under any other Loan Document; (viii) to obtain a court order to enforce Mortgagee's right to enter and inspect the Property for Hazardous Materials, in which regard the decision of Mortgagee as to whether there exists a release or threatened release of Hazardous Materials onto the Property shall be deemed reasonable and conclusive as between the parties hereto; (ix) to have a receiver appointed pursuant to Applicable Law to enforce Mortgagee's rights to enter and inspect the Property for Hazardous Materials; and/or (x) to employ legal counsel, accountants, engineers, consultants, contractors and other appropriate Persons to assist them.

(b) Appointment of Receiver. As a matter of right and (i) without regard to the sufficiency of the security for repayment of the Secured Obligations, (ii) without notice to Mortgagor, (iii) without any showing of insolvency, fraud, or mismanagement on the part of Mortgagor, (iv) without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, (v) without regard to the then value of the Property, Mortgagee shall be entitled to the appointment of a receiver or receivers for the protection, possession, control, management and operation of the Property, including the power to collect and apply the Payments, pay the expenses incurred in collecting the Payments and in managing, operating, maintaining, protecting or preserving the Property. Mortgagor hereby irrevocably consents to the appointment of a receiver or receivers. Any receiver appointed pursuant to the provisions of this Section 8.1(b) shall have the usual powers and duties of receivers in such matters.

(c) Judicial Foreclosure; Injunction. Mortgagee may commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage as a mortgage or to obtain specific enforcement of the covenants of Mortgagor hereunder, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this Section 8.1(c), Mortgagor waives the defense of laches and any applicable statute of limitations. If a nonjudicial foreclosure of this Mortgage is commenced by Mortgagee, Mortgagee, at any time before the sale, may abandon the sale and judicially foreclose and/or enforce the Liens hereof subject to the terms of the Loan Documents and Applicable Law. If Mortgagee should institute a suit for judicial foreclosure or enforcement of the Liens hereof, it may, at any time

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before the entry of a final judgment in said suit, dismiss the same, and sell the Property, or any part thereof, in accordance with this Mortgage.

(d) Nonjudicial Foreclosure. To the extent permitted by law, Mortgagee may deliver a written notice of such Default and of the election to cause the Property to be sold to satisfy the Secured Obligations. Mortgagee shall give and record such notice as required by Applicable Law as a condition precedent to a nonjudicial sale. When the minimum period of time required by law after such notice has elapsed, Mortgagee, without notice to or demand upon Mortgagor except as required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Mortgagee in its sole discretion may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Neither Mortgagor nor any other Person other than Mortgagee shall have the right to direct the order in which the Property is sold. Subject to requirements and limits imposed by law, Mortgagee may, from time to time, postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time may postpone the sale by public announcement at the time and place fixed by the preceding postponement. If a sale is commenced hereunder, Mortgagee, at any time before the sale, may abandon the sale and judicially foreclose and/or enforce the Liens hereof in accordance with the terms of the Loan Documents and Applicable Law. A sale of less than the whole of the Property or any defective or irregular sale made hereunder shall not exhaust the power of sale provided for herein. Mortgagee shall deliver to the purchaser at such sale a deed conveying the Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof, and Mortgagor does hereby ratify and confirm any and all lawful acts that Mortgagee may do in carrying out its duties and obligations under this Mortgage. Any Person, including Mortgagee or any other Secured Party may purchase at the sale.

(e) Credit Bidding. Upon sale of the Property at any judicial or nonjudicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Mortgagee in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Property after foreclosure but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Property prior to resale, costs of resale (e.g. commissions, attorneys' fees, and taxes), costs of any Hazardous Materials clean-up and monitoring, costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Mortgagee; (iv) declining trends in real property values generally and with respect to properties similar to the Property; (v) anticipated discounts upon resale of the Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any) for the Secured Obligations; and (vii) such other factors or matters that Mortgagee (in its sole and absolute discretion) deems appropriate. In regard to the above, Mortgagor acknowledges and agrees that:

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(A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section 8.1(e) does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be (at Mortgagee's sole and absolute discretion) higher or lower than any appraised value of the Property.

(f) Multiple Sales. Mortgagee may resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken nonjudicial proceedings, or both, and apply the proceeds received to the Secured Obligations all in such order and manner as Mortgagee determines in accordance with the Loan Agreement. To the extent applicable, with respect to fixtures, Mortgagee may elect to treat same as either real property or personal property and proceed to exercise such rights and remedies applicable to the categorization so chosen. Mortgagee may proceed against the items of real property and any items of Property separately or together in any order whatsoever, without in any way affecting or waiving Mortgagee's rights and remedies under the this Mortgage, the other Loan Documents or Applicable Laws.

(g) Rights to Collateral. Mortgagee shall have the right to exercise all rights Mortgagee may have with respect to the Collateral under this Mortgage, the UCC or otherwise at law.

(h) Intentionally Omitted.

(i) Sale of Collateral. In connection with any sale or sales hereunder, Mortgagee may elect to treat any of the Property which consists of a right in action or which is property that can be severed from the Property (including, without limitation, any improvements forming a part thereof) without causing structural damage thereto as if the same were personal property or a fixture, as the case may be, and dispose of the same in accordance with Applicable Law, separate and apart from the sale of the Property. Any sale of Collateral hereunder shall be conducted in any manner permitted by the UCC.

Section 8.2 Other Rights. Mortgagee may exercise such other rights as Mortgagee may have at law or in equity or pursuant to the terms and conditions of this Mortgage or any of the other Loan Documents.

Section 8.3 APPLICATION OF FORECLOSURE SALE PROCEEDS. If any foreclosure sale is effected, Mortgagee shall apply the proceeds of such sale in the following order of priority: First, to the costs, fees and expenses of exercising the power of sale and of sale, including, without limitation, the payment of attorneys' fees permitted pursuant to Applicable Law; Second, to the payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion in accordance with the Loan Agreement; Third, to satisfy the outstanding balance of obligations secured by any junior Liens in the order of their priority; and Fourth, to Mortgagor or Mortgagor's successor in interest, or in the event the Property has

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been sold or transferred to another, to the vested owner of record at the time of the foreclosure sale.

Section 8.4 WAIVER OF APPRAISEMENT AND MARSHALING RIGHTS. Mortgagor agrees, to the full extent that Mortgagor may lawfully do so, that Mortgagor will not at any time insist upon, plead or in any manner whatsoever claim the benefit of any appraisement, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the sale of the Property, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction, and Mortgagor, for itself and for all parties claiming through or under Mortgagor, hereby waives the benefit of all such laws. Mortgagor, for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a Lien on or interest in the Property, hereby waives all rights to have the Property and/or any other property, including, without limitation, the Collateral, which is now or later may be security for any Secured Obligation, marshaled upon any foreclosure of this Mortgage or on a foreclosure of any other security for any of the Secured Obligations.

Section 8.5 MORTGAGOR IN POSSESSION FOLLOWING FORECLOSURE. If the Liens hereof shall be foreclosed or enforced by any judicial or non-judicial action, then the purchaser at any such sale shall receive, as an incident to its ownership, immediate possession of the estate of Mortgagor in and to the portion of the Property purchased. If subsequent to such foreclosure, Mortgagor or Mortgagor's successors shall remain on or otherwise hold possession of any portion of the Property sold, Mortgagor and Mortgagor's successors shall be considered as tenants at sufferance of the purchaser at such foreclosure sale, and anyone occupying the Property (or any part thereof) after demand made for possession thereof shall be liable for rent for the use thereof at a rate to be determined by Mortgagee in its sole and absolute discretion, shall be guilty of forcible detainer and to the extent not prohibited by Applicable Law, shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and to the extent not prohibited by Applicable Law, all damages by reason thereof are hereby expressly waived.

Section 8.6 PAYMENT OF COSTS, EXPENSES AND ATTORNEYS' FEES. Mortgagor agrees to pay to Mortgagee immediately and upon demand all costs and expenses incurred by Mortgagee in the enforcement of the terms and conditions of this Mortgage (including, without limitation, court costs and reasonable attorneys' fees, whether incurred in litigation or not) in accordance with the Loan Agreement.

Section 8.7 POWER TO FILE NOTICES AND CURE DEFAULTS. Mortgagor hereby irrevocably appoints Mortgagee, and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, to perform any obligation of Mortgagor hereunder upon the occurrence of a Default, provided, however, that: (a) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (b) Mortgagee shall not be liable to Mortgagor or any other Person for any failure to act under this Article 8.

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Section 8.8 NO WAIVER; REMEDIES CUMULATIVE. No failure on the part of Mortgagee, any other Secured Party, or any receiver, and no course of dealing with respect to any right, remedy, power or privilege under this Mortgage, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies provided for in this Mortgage and the other Loan Documents are cumulative and not exclusive of any rights and remedies provided by Applicable Law. Mortgagee may enforce any one or more remedies or rights under the Loan Documents either successively or concurrently.

ARTICLE 9. MISCELLANEOUS PROVISIONS

Section 9.1 ADDITIONAL PROVISIONS. The Loan Documents contain or incorporate by reference the entire agreement of the parties with respect to matters contemplated herein and supersede all prior negotiations. The Loan Documents grant further rights to Mortgagee and the other Secured Parties and contain further agreements and affirmative and negative covenants by Mortgagor which apply to this Mortgage and to the Property and such further rights and agreements are incorporated herein by this reference. THE OBLIGATIONS AND LIABILITIES OF MORTGAGOR UNDER THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS ARE SUBJECT TO THE PROVISIONS OF SECTIONS 5.15 THROUGH 5.19 OF THE LOAN AGREEMENT.

Section 9.2 NON-WAIVER. By accepting payment of any amount secured hereby after its due date or late performance of any other Secured Obligation, Mortgagee shall not waive its right against any Person obligated directly or indirectly hereunder or on any Secured Obligation either to require prompt payment or performance when due of all other sums and obligations so secured or to declare default for failure to make such prompt payment or performance. No exercise of any right or remedy by Mortgagee, or any other Secured Party, shall constitute a waiver of any other right or remedy herein contained or provided by law. No failure by Mortgagee to exercise any right or remedy hereunder arising upon any Default shall be construed to prejudice Mortgagee's rights or remedies upon the occurrence of any other or subsequent Default. No delay by Mortgagee in exercising any such right or remedy shall be construed to preclude Mortgagee from the exercise thereof at any time while that Default is continuing. No notice to nor demand on Mortgagor shall of itself entitle Mortgagor to any other or further notice or demand in similar or other circumstances.

Section 9.3 FURTHER ASSURANCES. Mortgagor shall, upon demand by Mortgagee, execute, acknowledge (if appropriate) and deliver any and all documents and instruments and do or cause to be done all further acts reasonably necessary or appropriate to effectuate the purposes of the Loan Documents and to perfect any assignments contained therein.

Section 9.4 ATTORNEYS' FEES AND EXPENSES; ENFORCEMENT. If any attorney is engaged by Mortgagee to enforce or defend any provision of this Mortgage or any of the other Loan Documents, or as a consequence of any Default under the Loan Documents, with or without the filing of any legal action or proceeding, and including, without limitation, any fees and expenses incurred in any proceeding commenced by or against Mortgagor under Debtor

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Relief Laws, then Mortgagor shall immediately pay to Mortgagee, upon demand, the amount of all costs and expenses incurred by Mortgagee in connection therewith (including reasonable attorneys' fees), together with interest thereon from the date of such demand until paid at the rate of interest specified in the Loan Agreement.

Section 9.5 MORTGAGOR AND MORTGAGEE DEFINED. The term "Mortgagor" includes both the original Mortgagor and any subsequent owner or owners of any of the Property, and the term "Mortgagee" includes the original Mortgagee and any successor Administrative Agent.

Section 9.6 DISCLAIMERS.

(a) Relationship. The relationship of Mortgagor, on the one hand, and Mortgagee and the other Secured Parties, on the other hand, under this Mortgage and the other Loan Documents is, and shall at all times remain, solely that of borrower and lenders, and none of the Secured Parties undertakes or assumes any responsibility or duty to Mortgagor or to any other Person with respect to the Property. Notwithstanding any other provisions of this Mortgage and the other Loan Documents: (i) none of Mortgagee or the other Secured Parties is nor do they intend to ever become, and none of Mortgagee and the other Secured Parties shall be construed to be, a partner, joint venturer, member, alter ego, manager, controlling Person or other business associate or participant of any kind of Mortgagor; (ii) Mortgagee and the Secured Parties do not intend to ever assume any responsibility to any Person for the quality, suitability, safety or condition of the Property; and (iii) neither Mortgagee nor any other Secured Party shall not be deemed responsible for or a participant in any acts, omissions or decisions of Mortgagor.

(b) No Liability. None of Mortgagee or the other Secured Parties shall be directly or indirectly liable or responsible for any loss, claim, cause of action, liability, indebtedness, damage or injury of any kind or character to any Person or property arising from any construction on, or occupancy or use of, the Property, whether caused by or arising from: (i) any defect in any building, structure, grading, fill, landscaping or other improvements thereon or in any on-site or off-site improvement or other facility therein or thereon; (ii) any act or omission of Mortgagor or any of Mortgagor's agents, employees, independent contractors, licensees or invitees; (iii) any accident in or on the Property or any fire, flood or other casualty or hazard thereon; (iv) the failure of Mortgagor or any of Mortgagor's licensees, employees, invitees, agents, independent contractors or other representatives to maintain the Property in a safe condition; or (v) any nuisance made or suffered on any part of the Property.

Section 9.7 SEVERABILITY. If any provision or obligation under this Mortgage or the other Loan Documents shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed severed from this Mortgage and the validity, legality and enforceability of the remaining provisions or obligations shall remain in full force as though the invalid, illegal, or unenforceable provision had never been a part of this Mortgage.

Section 9.8 RELATIONSHIP OF ARTICLES. The rights, remedies and interests of Mortgagee under the Mortgage established by Article 2 and Article 4 and the security agreement

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established by Article 5 are independent and cumulative, and there shall be no merger of any Lien created by the Mortgage with any security interest created by the security agreement. Mortgagee may elect to exercise or enforce any of its rights, remedies or interests under either or both the Mortgage or the security agreement as Mortgagee may from time to time deem appropriate. The absolute assignment of rents and leases established by Article 4 is similarly independent of and separate from the Mortgage and the security agreement.

Section 9.9 MERGER. No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other Lien on, the Property unless Mortgagee consents to a merger in writing.

Section 9.10 INTEGRATION; INTERPRETATION. The Loan Documents and this Mortgage contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated herein and supersede all prior negotiations or agreements, written or oral. The Loan Documents shall not be modified except by Mortgagor and Mortgagee in accordance with the Loan Agreement. Any reference in any of the Loan Documents to the Property or Collateral shall include all or any part of the Property or Collateral. Any reference to the Loan Documents includes any amendments, renewals, modifications, supplements, increases, restatements, or extensions thereof now or hereafter effected in accordance with the terms thereof and of the Loan Agreement.

Section 9.11 SUCCESSORS IN INTEREST. The terms, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns, except that Mortgagor may not assign or otherwise transfer any of its rights or obligations hereunder except in accordance with the Loan Agreement.

Section 9.12 GOVERNING LAW. THIS MORTGAGE WAS ACCEPTED BY MORTGAGEE IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE UNDERLYING TRANSACTION EMBODIED HEREBY. ACCORDINGLY, IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY, ENFORCEABILITY AND PERFORMANCE, THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS AND THE OBLIGATIONS ARISING HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR ENFORCEMENT OF THE LIENS, ASSIGNMENTS AND SECURITY INTERESTS IN AND TO THE PROPERTY AND ALL OTHER REMEDIES OF MORTGAGEE, INCLUDING BUT NOT LIMITED TO FORECLOSURE OR EXERCISE OF MORTGAGEE'S STATUTORY POWER OF SALE OR OTHER POWER OF SALE (AS PERMITTED BY LAW) AND THE CREATION, PERFECTION AND ENFORCEMENT OF ALL SECURITY INTERESTS CREATED PURSUANT HERETO AND TO THE OTHER LOAN DOCUMENTS IN ANY COLLATERAL WHICH IS LOCATED IN THE STATE WHERE THE PROPERTY IS LOCATED SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED EXCEPT TO THE

Obligor: Anabi Oil Corporation, et al.

CID#000030133

Property: 5550 W. 79th St., Burbank, IL 60459

Site: 8329

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EXTENT THAT UNDER THE UCC PERFECTION MAY BE GOVERNED BY THE LAWS OF A DIFFERENT JURISDICTION. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, MORTGAGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM TO ASSERT THAT THE LAW OF ANY JURISDICTION OTHER THAN NEW YORK GOVERNS THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS.

Section 9.13 CONSENT TO JURISDICTION.

(a) Mortgagor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against Mortgagee, any other Secured Party, or any Related Party of the foregoing in any way relating to this Mortgage, any other Loan Document, or the transactions relating hereto or thereto in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Mortgage or in any other Loan Document shall affect any right that Mortgagee or any other Secured Party may otherwise have to bring any action or proceeding relating to this Mortgage or any other Loan Document against Mortgagor or any other Loan Party or its properties in the courts of any jurisdiction.

(b) Mortgagor irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that Mortgagor may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court referred to in Section 9.13(a) above and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

Section 9.14 EXHIBITS. Exhibit A is incorporated into this Mortgage by this reference.

Section 9.15 ADDRESSES; REQUEST FOR NOTICE. All notices and other communications that are required or permitted to be given to a party under this Mortgage shall be in writing and delivered in accordance with the Loan Agreement to the parties as follows:

If to Mortgagee:

Wells Fargo Bank, National Association, as Administrative Agent
 [1808 Aston Avenue, Suite 250
 Carlsbad, California 92008
 Attention: Loan Administration
 Facsimile: 760-918-2727]

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 Site: 8329

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If to Mortgagor:

Anabi Oil Corporation
 1450 N. Benson Avenue
 Upland, California 91786
 Attention: Rene Anabi
 Facsimile: 909-932-1101

With a copy to:

Cummins & White, LLP
 2424 S.E. Bristol Street, #300
 Newport Beach, California 92660
 Attention: Fred Whitaker, Esq.
 Facsimile: 949-852-8510

Any party shall have the right to change its address for notice hereunder to any other location within the United States by giving notice to the other parties in the manner set forth in the Loan Agreement.

Section 9.16 COUNTERPARTS. This Mortgage may be executed in any number of counterparts, each of which, when executed and delivered, will be deemed an original and all of which taken together, will be deemed to be one and the same instrument.

Section 9.17 WAIVER OF RIGHT TO TRIAL BY JURY. (a) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND CONSENT AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.18 CROSS-DEFAULT; CROSS COLLATERALIZATION. The Secured Obligations are secured, among other things, by this Mortgage and other security instruments in favor of Mortgagee and covering certain real property and improvements and personal property all as more-fully described in the Loan Documents (the "Other Security Instruments"). The existence of an Event of Default under this Mortgage shall be deemed and shall constitute an Event of Default under the Other Security Instruments, and an Event of Default under the Other Security Instruments shall be deemed and shall constitute an Event of Default under this

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Mortgage (without any further notice and cure by Mortgagee to Mortgagor which is hereby specifically waived by Mortgagor for all purposes), and an Event of Default under the Other Security Instruments shall be deemed and shall constitute an Event of Default under this Mortgage (without any further notice and cure by Mortgagee to Mortgagor which is hereby specifically waived by Mortgagor for all purposes).

Section 9.19 STATE SPECIFIC PROVISIONS. The provisions applicable under the laws of the State of Illinois as set forth on Schedule I attached hereto shall govern with respect to this Mortgage to the extent of any conflict or inconsistency.

[SIGNATURE PAGE FOLLOWS]

Property of Cook County Clerk's Office

**COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387**

Obligor: Anabi Oil Corporation, et al.
CID#000030133
Property: 5550 W. 79th St., Burbank, IL 60459
Site: 8329

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year set forth above and Mortgagor acknowledges receipt of a copy hereof.

MORTGAGOR:

ANABI REAL ESTATE DEVELOPMENT, LLC,
a Delaware limited liability company, on behalf of and
for the benefit of:

ANABI REAL ESTATE DEVELOPMENT, LLC
DESIGNATED SERIES H6

By: Sam Anabi
Name: Sam Anabi
Title: President

Property of Cool County Clerk's Office

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA §
COUNTY OF San Bernardino §

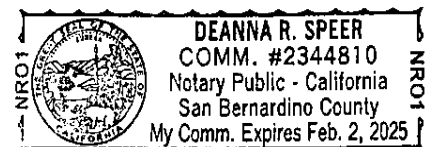
On July 3rd, 2021, before me, Deanna Speer, Notary Public, personally appeared Sam Anabi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Deanna Speer, Notary Public
Signature

(SEAL)



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SCHEDULE I SPECIAL ILLINOIS PROVISIONS

1. Advances. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time but the total unpaid balance so secured at one time shall not exceed \$[490,000,000.00]; provided, however, in no event shall the Mortgagee or the other Secured Parties be obligated to advance funds in excess of the amount required by the Loan Agreement.

2. Revolving Credit. This Mortgage secures a revolving credit facility within the meaning of 815 ILCS 205/4.1 and 205 ILCS 5/5d, pursuant to which advances may be repaid and reborrowed from time to time. Mortgagor acknowledges and intends that all such advances and reborrowings shall be secured by this Mortgage and afforded priority against all subsequent lien holders as if advanced on the date hereof, as provided in Section 15-1302(b)(1) of the IMFL (defined below). That portion of the Secured Obligations which comprises the principal amount then outstanding of the revolving loans, if any, constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions of 205 ILCS 5/5d. Mortgagor covenants and agrees that this Mortgage shall secure the payment of all loans and advances made pursuant to the terms and provisions of the Loan Documents, whether such loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Mortgagee or the other Secured Parties or otherwise (but not advances or loans made more than twenty (20) years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Secured Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Property is located. The total amount of the Secured Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Secured Obligations (including disbursements which Mortgagee or any other Secured Parties may make under this Mortgage or any other document or instrument evidencing or securing the Secured Obligations) at any time outstanding shall not exceed the amount referred to in this Mortgage. This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including a statutory liens except taxes and assessments levied on the land, to the extent of the maximum amount secured hereby.

3. Right of Possession. Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the mortgaged premises after the occurrence of an Event of Default hereunder and any and all rights of redemption from judgment, as allowed under Section 15-1601(b) of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.), as amended from time to time ("IMFL"), and any and all rights of reinstatement under Section 15-1602 of IMFL, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in the mortgaged premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption and reinstatement of the Mortgagor and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law or replacement statute. Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or

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remedy herein or otherwise granted or delegated to the Mortgagee or any other Secured Party, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted. Mortgagor acknowledges that the land does not contain agricultural real estate, as said term is defined in Section 15-1201 of IMFL, or residential real estate, as said term is defined in Section 15-1219 of IMFL. To the fullest extent permitted by applicable law, Mortgagor, on its own behalf and on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor, hereby waives any claims based on allegations that Mortgagee, or any other Secured Party, has failed to act in a commercially reasonable manner or has acted in bad faith with respect to any matters whatsoever arising out of or in any way connected with this Mortgage any of the other Loan Documents.

4. Compliance with Illinois Law. It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the IMFL, and with respect to the IMFL, Mortgagor agrees and covenants that:

- a. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the IMFL, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the IMFL 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;
- b. Wherever provision is made in this Mortgage or the other Loan Documents for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale;
- c. All advances, disbursements and expenditures made or incurred by Mortgagee or any other Secured Party before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or the other Loan Documents or by the IMFL (collectively "IMFL Protective Advances"), shall have the benefit of all applicable provisions of the IMFL:
 - i. all advances by Mortgagee or any other Secured Party in accordance with the terms of this Mortgage to: (A) preserve, maintain, repair, restore or rebuild the improvements upon the Property; (B) preserve the lien of this Mortgage or the priority thereof; (C) enforce this Mortgage, as referred to in Subsection (b) (5) of Section 5/15-1302 of the IMFL;
 - ii. payments by Mortgagee or any other Secured Party of (A) principal, interest or other obligations in accordance with the terms of any senior

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- mortgage or other prior lien or encumbrances; (B) real estate taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; (C) other obligations authorized by the Mortgagee; (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the IMFL;
- iii. advances by Mortgagee, or any other Secured Party, in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;
 - iv. reasonable attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Section 5/15-1504(d)(2) and 5/15-1510 of the IMFL; (ii) in connection with any action, suit, or proceeding brought by or against the Mortgagee, or any other Secured Party, for the enforcement of this Mortgage or arising from the interest of the Mortgagee, or any other Secured Party, hereunder; or (iii) in preparation for or in connection with the commencement, prosecution or defense of any other action related to this Mortgage or the Property;
 - v. Mortgagee's (and all other Secured Parties') fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearings as referred to in Section 5/15-1508 (b)(1) of the IMFL;
 - vi. expenses deductible from the proceeds of sale as referred to in Section 5/15-1512 (a) and (b) of the IMFL;
 - vii. expenses incurred and expenditures made by Mortgagee, or any other Secured Party, for any one or more of the following: (i) if the Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed on the unit owner thereof; (ii) if Mortgagee's interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee, or any other Secured Party, whether or not Mortgagee or a receiver is in possession, if reasonably required in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Property imposed by Section 5/15-1704(c)(1) of the IMFL; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments deemed by Mortgagee, or any other Secured Party, to be required for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or

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instruments creating covenants or restrictions for the benefit of or affecting the Property; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (vii) if the loan secured hereby is a construction loan, as may be authorized by the applicable commitment, credit agreement or other agreement; (viii) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other agreement for occupancy of the Property; and (ix) if this Mortgage is insured, payment of FHA or private mortgage insurance required to keep such insurance in force.

5. Protective Advances. All IMFL Protective Advances shall be additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Loan Documents. This Mortgage shall be a lien for all IMFL Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the IMFL.

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

7. Controlling Provisions.

- a. In the event that any provision in this Mortgage shall be inconsistent with any provision of IMFL, the provisions of IMFL shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with IMFL.
- b. 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 IMFL in the absence of said provision, Mortgagee shall be vested with the rights granted in IMFL to the full extent permitted by law.

8. Reimbursable Expenses. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee, or any other Secured Party, to the extent reimbursable under Sections 15-1510 and 15-1512 of IMFL, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated elsewhere in this Mortgage, shall be added to the obligations secured by this Mortgage or by the judgment of foreclosure.

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9. Business Loan. Mortgagor covenants that the proceeds of the Secured Obligations secured by this Mortgage will be used for the purposes specified in, and are secured by a mortgage on real estate described in, 815 ILCS 205/4 of the Illinois Compiled Statutes or other applicable law or replacement statutes, as amended, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph. Mortgagor represents and agrees that the obligations secured hereby are exempted from transactions under the Truth-in-Lending Act, 15 U.S.C. 1601, et seq.
10. Waivers. Mortgagor agrees, to the fullest extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatsoever claim the benefit of any valuation, stay, extension, or exemption law now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, so far as Mortgagor or those claiming through or under Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. Mortgagor, to the extent Mortgagor may lawfully do so, hereby waives any and all right to have the Property marshaled upon any foreclosure of this Mortgage, or sold in inverse order of alienation, and agrees that Mortgagee or any court having jurisdiction to foreclose this Mortgage may sell the Property as an entirety. If any law now or hereafter in force referred to in this paragraph of which Mortgagor or Mortgagor's successor or successors might take advantage despite the provisions hereof shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph.
11. Foreclosure Proceedings. In the event of the commencement of judicial proceedings to foreclose this Mortgage, Mortgagor, on behalf of Mortgagor, its successors and assigns, and each and every person or entity they may legally bind acquiring any interest in or title to the Property subsequent to the date of this Mortgage: (i) expressly waives any and all rights of appraisal, valuation, stay, extension and (to the extent permitted by law) reinstatement and redemption from sale under any order or decree of foreclosure of this Mortgage; and (ii), to the extent permitted by applicable law, agrees that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to any purchaser at such sale a deed conveying the Property, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.
12. Foreclosure Proceeding Venue. Mortgage foreclosures and other *In Rem* proceedings against Mortgagor may be brought in the applicable county in Illinois in which the Property is located or any federal court of competent jurisdiction in Illinois.
13. Assignment of Rents. Notwithstanding provisions hereof relating to the assignment of rents, Mortgagee shall not exercise its right to receive such rents until it has taken

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possession, to the extent such possession is required by applicable law to exercise such right.

14. Certain Insurance Disclosures. Pursuant to the Illinois Collateral Protection Act and the Illinois Financial Institution Insurance Sales Law, Mortgagee hereby notifies Mortgagor as follows:

You may obtain insurance required in connection with your loan or extension of credit from any insurance agent, broker, or firm that sells such insurance, provided the insurance requirements in connection with your loan are otherwise complied with. Your choice of insurance provider will not affect our credit decision or your credit terms. Unless you provide us with evidence of the insurance coverage required by your agreements with us, we may purchase insurance at your expense to protect our interest in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreements. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

15. Forbidden Entity. Mortgagor hereby certifies that it is not a "forbidden entity" as that term is defined in 40 ILCS 5/1-110.6.

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Unit No. 8329
Cook County, IL

EXHIBIT A
(Description of Property)

Exhibit A to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by ANABI REAL ESTATE DEVELOPMENT, LLC, a Delaware limited liability company, on behalf of and for the benefit of ANABI REAL ESTATE DEVELOPMENT, LLC DESIGNATED SERIES H6, as Mortgagor, to WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent.

Street Address and Tax Parcel(s) of Real Property

Street Address: 5550 W 79th St., Burbank, IL 60459

Tax Parcel(s): 19-28-326-032, 19-28-326-033, and 19-28-326-034

Description of Real Property

Situated in the County of Cook, State of Illinois, to wit:

Parcel 1: Lots 18, 19 and 20 in Block 8 in Frederick H. Bartlett's Greater 79th St. Subdivision, being a subdivision of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 29 also the Southwest 1/4 of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 15, 16 and 17 in Block 8 in F.H. Bartlett's Greater 79th Street Subdivision, being a subdivision of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 29, also the Southwest 1/4 of the Southwest 1/4 of Section 28, all in Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.