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## Illinois Anti-Predatory Lending Database Program

Doc#: 2128807716 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/15/2021 12:05 PM Pg: 1 of 20

### Certificate of Exemption



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

The property identified as: **PIN: 08-32-202-027-0000**

**Address:**

**Street:** 980 Elk Grove Town Center

**Street line 2:**

**City:** Elk Grove Village

**State:** IL

**ZIP Code:** 60007

**Lender:** Romspen Investment Corporation

**Borrower:** South London Holdings LLC, a Delaware limited liability company

**Loan / Mortgage Amount:** \$2,245,000.00

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:** 1AF80060-E3C2-46BB-B6CF-B0EADC494BA8

**Execution date:** 10/1/2021

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

by

SOUTH LONDON HOLDINGS LLC, a Delaware limited liability company, as mortgagor

in favor of

ROMSPEN INVESTMENT CORPORATION, an Ontario, Canada corporation, as mortgagee

Dated as of: October 1, 2021

Location: 980 Elk Grove, Town Center, Elk Grove Village, IL

County: Cook

Borrower's address: 1022 E. Lancaster Ave.  
Bryn Mawr, PA 19010  
Attn: Bryan L. Rishforth

Lender's address: 162 Cumberland Street  
Suite 300  
Toronto, Ontario M5R 3N5

Legal Description: See Exhibit A

PREPARED BY AND AFTER RECORDING RETURN TO:

Bryan Cave Leighton Paisner LLP  
1200 Main Street, Suite 3800  
Kansas City, Missouri 64105  
Attn: Trevor Jenkins

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

This Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this “**Mortgage**”) is made as of October 1, 2021 by SOUTH LONDON HOLDINGS LLC, a Delaware limited liability company (“**Borrower**”) in favor of ROMSPEN INVESTMENT CORPORATION, an Ontario, Canada corporation (“**Lender**”).

Borrower is giving this Mortgage to secure a loan by Lender made pursuant to that certain Real Estate Loan Agreement dated on or about even date herewith between Borrower and Lender (as the same may be amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”) and evidenced by that certain Promissory Note dated on or about even date herewith made by Borrower to Lender in the original principal amount of \$2,245,000 (as the same may be amended, restated, or otherwise modified from time to time, the “**Note**”). Capitalized terms used in this Mortgage without definition shall have the meanings ascribed to such terms in the Loan Agreement.

Borrower desires to secure payment and performance of the Loan and Borrower’s obligations under the Loan Documents by granting the security described in this Mortgage.

Borrower and Lender therefore agree as follows:

### 1. **Mortgage and Assignment of Rents.**

1.1. **Grant.** To secure payment and performance of the Secured Obligations, Borrower hereby irrevocably and unconditionally grants, bargains, sells, conveys, mortgages and warrants to Lender the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (all or any part of such property, or any interest in all or any part of it, as the context may require, the “**Property**”):

1.1.1. The real property described in Exhibit A, together with all existing and future easements and rights affording access to it (the “**Land**”);

1.1.2. All buildings, structures, and improvements now located or later to be constructed on the Land (the “**Improvements**”);

1.1.3. All existing and future appurtenances, privileges, easements, franchises, and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances that may be in, under, or produced from any part of the Land, all development rights and credits, air rights, water, water rights and water stock, and any premises lying in the streets, roads, or avenues, open or proposed, in front of or adjoining the Land and Improvements;

1.1.4. All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land and Improvements, and all guaranties and other agreements relating to or made in connection with any of such leases (“**Leases**”) and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by

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or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the “Rents”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Secured Obligations;

1.1.5. All equipment (as defined in the UCC), now owned or hereafter acquired by Borrower, that is used at or in connection with the Improvements or the Land or is located thereon or therein, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the “Equipment”);

1.1.6. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower, that is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower’s interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the “Fixtures”);

1.1.7. All awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

1.1.8. All proceeds in respect of the Property under any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

1.1.9. All refunds, rebates or credits in connection with any reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction of same, in each case, irrespective of the time period to which they relate;

1.1.10. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

1.1.11. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction,

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management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

1.1.12. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

1.1.13. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including all accounts established or maintained pursuant to any Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

1.1.14. All goods (including inventory), general intangibles, contract rights, accounts, documents, instruments, and chattel paper, as the foregoing terms are defined in the UCC, relating to the Property;

1.1.15. All proceeds of any of the foregoing, including proceeds of insurance and condemnation awards, whether in cash, or in liquidation or other claims or otherwise; and

1.1.16. Any and all other rights of Borrower in and to the items set forth above.

1.2. **Secured Obligations.** This Mortgage and the grants, assignments, and transfers made herein are given to secure payment and performance of the following (the "**Secured Obligations**"): (a) the Note and the Obligations, (b) the obligations of Borrower under this Mortgage, (c) all future advances made by Lender to Borrower, (d) all other existing and future indebtedness and obligations of Borrower to Lender, and (e) all modifications, extensions, and renewals of the foregoing.

1.3. **Assignment of Rents.** Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of Section 5.2.8 and the Assignment of Leases and Rents, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents. Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due in respect of operating expenses for the Property and on the Loan, for use in the payment of such sums.

## 2. Security Agreement.

2.1. **Grant of Security Interest.** This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the UCC. Borrower hereby grants to Lender a security interest in all of the Property constituting personal property and fixtures to secure payment and performance of the Secured Obligations.

2.2. **Fixture Filing.** This Mortgage constitutes a financing statement filed as a fixture filing under Article 9 of the UCC covering any Property that now is or later may become fixtures. For this purpose, the respective addresses of Borrower, as debtor, and Lender, as secured party, are as set forth on the cover page to this Mortgage. The organizational number for Borrower is set forth on the cover page to this Mortgage.

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2.3. **Perfection.** Borrower authorizes Lender to file one or more financing statements and such other documents as Lender may require to perfect or to continue the perfection of Lender's security interest in any Property.

## 3. Representations, Warranties, and Covenants.

### 3.1. Representations and Warranties.

3.1.1. Borrower lawfully possesses and holds fee simple title to all of the Land and Improvements, subject only to Permitted Liens.

3.1.2. Borrower has or will have good title to all Property other than the Land and Improvements, subject only to Permitted Liens.

3.1.3. Borrower has the full and unlimited power, right, and authority to encumber the Property and assign the Rents.

3.1.4. This Mortgage creates a first and prior lien on the Property that is personal property, subject only to Permitted Liens.

3.1.5. The Property includes all property and rights that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements.

3.2. **Payment and Performance of Obligations.** Borrower shall perform and pay when due each Secured Obligation in accordance with the terms of the Loan Documents.

3.3. **Taxes and Assessments.** Borrower shall pay prior to delinquency all taxes, levies, charges, and assessments, in accordance with the terms of the Loan Agreement.

3.4. **Insurance.** Borrower shall insure the Property as required by the Loan Agreement.

3.5. **Damage and Condemnation.** Borrower shall comply with all obligations under the Loan Agreement in the event the Property is damaged or the subject of a condemnation. All proceeds or awards recovered or payable to Borrower in connection with a casualty or condemnation shall be paid to, and administered by, Lender, in accordance with the Loan Agreement.

3.6. **Maintenance of Property.** Borrower shall maintain the Property in a good and safe condition and repair, ordinary wear and tear excepted. Borrower shall not (a) remove or demolish the Property or any part of it, (b) alter, restore, or add to the Property, or (c) initiate or allow any change or variance in any zoning or other land use classification that affects the Property, except as permitted or required by the Loan Agreement.

3.7. **No Waste.** Borrower shall not commit or allow waste of the Property.

3.8. **No Violations.** Borrower shall not commit or allow any act upon or use of the Property that would violate (a) any applicable laws or order of any governmental authority, whether now existing or later enacted, or (b) any public or private covenant, condition, restriction, or equitable servitude affecting the Property. Borrower shall not bring or keep any article on the Property or cause or allow any conditions to exist on it that could invalidate or would be prohibited by any insurance coverage required to be maintained by Borrower on the Property.

3.9. **Liens and Encumbrances.** Borrower shall promptly discharge, or secure a bond or deposit an amount sufficient to remove or satisfy, any lien or encumbrance on the Property other than Permitted Liens.



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3.10. **Further Acts.** Borrower, at Borrower's expense, shall take such further actions and execute such further documents as Lender reasonably may request to carry out the intent of this Mortgage or to establish and protect the rights and remedies created or intended to be created in favor of Lender hereunder or to protect the value of the Property and the Liens and security hereby created in favor of Lender. Borrower agrees to pay all filing, registration or recording fees or taxes, and all expenses incident to the preparation, execution, acknowledgment or filing/recording of this Mortgage or any such instrument of further assurance, except where prohibited by law so to do.

## 4. Due on Sale.

4.1. **Lender Reliance.** Borrower acknowledges that Lender has examined and relied on the experience of Borrower and its general partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for the payment and performance of the Secured Obligations, including the repayment of the Loan. Borrower acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the payment and/or performance of the Secured Obligations, including repayment of the Loan, Lender can recover the Loan by a sale of the Property.

4.2. **No Transfer.** Borrower shall not permit any Transfer to occur unless permitted by the Loan Agreement.

## 5. Default and Enforcement.

5.1. **Default.** The occurrence of any Event of Default under the Loan Agreement shall constitute an Event of Default under this Mortgage.

5.2. **Remedies.** During any Default Period, Lender may take such action, without notice or demand (except as prohibited by applicable law), as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine without impairing or otherwise affecting the other rights and remedies of Lender:

5.2.1. declare the entire unpaid Loan to be immediately due and payable;

5.2.2. institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage;

5.2.3. with or without entry, to the extent permitted and pursuant to the procedures provided by Legal Requirements, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Loan then due and payable;

5.2.4. sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

5.2.5. institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

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5.2.6. recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage or the other Loan Documents;

5.2.7. apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, which appointment is hereby authorized and consented to by Borrower, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor, or indemnitor with respect to the Loan or any Person liable for the payment of the Loan or any part thereof;

5.2.8. the license granted to Borrower under Section 1.3 shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (a) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (b) complete any construction on the Property in such manner and form as Lender deems advisable in its commercial reasonable judgment; (c) make alterations, additions, renewals, replacements and improvements to or on the Property as Lender deems advisable in its commercially reasonable judgment; (d) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (e) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (f) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, if Borrower does not do so, Borrower may be evicted by summary proceedings or otherwise; and (g) apply the receipts from the Property to the payment and performance of the Secured Obligations in the order required by the Loan Agreement after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

5.2.9. exercise any and all rights and remedies granted to a secured party upon default under the UCC;

5.2.10. apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Mortgage or any other Loan Document to the payment of the Secured Obligations; and

5.2.11. pursue such other remedies as Lender may have under applicable law.

## 5.3. Sales of Property.

5.3.1. In connection with any sale or sales under this Mortgage, Lender may treat any of the Property that consists of (a) a right in action, (b) property that can be severed from the Land covered hereby, or (c) any improvements (without causing structural damage thereto), as if the same were personal property, and dispose of the same in accordance with the



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applicable law, separate and apart from the sale of the Real Property. Where the Property consists of real property, personal property or fixtures, whether or not such personal property is located on or within the real property, Lender may exercise its rights and remedies against any or all of the real property and personal property in such order and manner as is now or hereafter permitted by applicable law.

5.3.2. Lender may proceed against any or all of the Property in any manner permitted under applicable law; and if Lender so elects pursuant to applicable law, the power of sale herein granted shall be exercisable with respect to all or any of the Property covered hereby, as designated by Lender and Lender is hereby authorized and empowered to conduct any such sale of any Property in accordance with the procedures applicable to real property.

5.3.3. Should Lender elect to sell any portion of the Property that is real property or that is personal property that Lender has elected under applicable law to sell together with real property in accordance with the laws governing a sale of the real property, Lender shall give such notice of the occurrence of an Event of Default, if any, and its election to sell such Property, each as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, subject to the terms hereof and of the other Loan Documents, and without the necessity of any demand on Borrower, Lender, at the time and place specified in the notice of sale, shall sell such real property or part thereof at public auction to the highest bidder for cash in lawful money of the United States. Lender may from time to time postpone any sale hereunder by public announcement thereof at the time and place noticed for any such sale.

5.3.4. If the Property consists of several lots, parcels or items of property, Lender shall, subject to applicable law, (a) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (b) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Lender designates. Any Person, including Borrower or Lender, may purchase at any sale hereunder. Should Lender desire that more than one sale or other disposition of the Property be conducted, Lender, shall, subject to applicable law, cause such sales or dispositions to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Lender may designate, and no such sale shall terminate or otherwise affect the Lien of this Mortgage on any part of the Property not sold until all the Secured Obligations have been satisfied in full. In the event Lender elects to dispose of the Property, through more than one sale, except as otherwise provided by applicable law, Borrower agrees to pay the costs and expenses of each such sale and of any judicial proceedings wherein such sale may be made.

5.3.5. Unless such earlier notice is required by applicable law, any notice of sale, disposition or other intended action by Lender with respect to the Property consisting of personal property or fixtures sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Borrower.

5.3.6. In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Property, the proceeds of such sale shall be applied to the outstanding balance of the Loan pursuant to Section 5.4 below and this Mortgage shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

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5.3.7. At any sale of the Property, Lender may bid for and acquire the Property or any part of it. Instead of paying cash, Lender may settle for the purchase price by crediting the sales price against the Secured Obligations.

5.4. **Application of Proceeds.** Lender shall apply the proceeds of any disposition of the Property or any part of it, or any other sums collected by Lender pursuant to the Loan Documents to the payment of the Secured Obligations in accordance with the Loan Agreement.

## 6. Other Rights of Lender.

6.1. **Right to Cure Defaults.** During a Default Period, or if Borrower fails to make any payment or to do any act as herein provided, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Mortgage or collect the Loan, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 6.1, shall constitute a portion of the Secured Obligations and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period beginning on the first day after notice from Lender that such cost or expense was incurred and continuing until the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Secured Obligations and be secured by this Mortgage and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

6.2. **Actions and Proceedings.** Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, that Lender decides should be brought to protect its interest in the Property.

6.3. **Recovery of Sums Required to be Paid.** Lender shall have the right from time to time to take action to recover any sum or sums that constitute a part of the Loan as the same become due, without regard to whether or not the balance of the Loan shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for any Event of Default by Borrower existing at the time such earlier action was commenced.

6.4. **Cumulative Rights.** Lender may resort for the payment and performance of the Secured Obligations to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Loan, or any portion thereof, or to enforce the Secured Obligations without prejudice to the right of Lender thereafter to foreclose this Mortgage. The rights of Lender under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

6.5. **Releases.** Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Mortgage, or improving the position of any subordinate lienholder with

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respect thereto, except to the extent that the Loan shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and Lender may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Mortgage shall continue as a lien and security interest in the remaining portion of the Property.

6.6. **Violation of Laws.** If the Property is not in full compliance with all Legal Requirements, Lender may impose additional requirements upon Borrower in connection herewith including monetary reserves or financial equivalents.

## 7. Indemnifications.

7.1. **General Indemnification.** Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all claims, suits, liabilities (including strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement, punitive damages, foreseeable and unforeseeable consequential damages, of whatever kind or nature (including reasonable attorneys' fees and other costs of defense) (collectively, the "Losses") imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) ownership of this Mortgage, the Property or any interest therein or receipt of any Rents; (b) any amendment to, or restructuring of, the Obligations and the Loan Documents; (c) any and all lawful action that may be taken by Lender in connection with the enforcement of the provisions of this Mortgage or any of the other Loan Documents, whether or not suit is filed in connection with same, or in connection with Borrower, any guarantor or indemnitor and/or any partner, member, joint venturer or shareholder thereof becoming a party to a voluntary or involuntary bankruptcy, insolvency or similar proceeding; (d) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (e) any use, non-use or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (f) any failure on the part of Borrower to perform or to be in compliance with any of the terms of this Mortgage; (g) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (h) the failure of any Person to file timely with the Internal Revenue Service an accurate Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions, that may be required in connection with this Mortgage, or to supply a copy thereof in a timely fashion to the recipient of the proceeds of the transaction in connection with which this Mortgage is made; (i) any failure of the Property to be in compliance with any Legal Requirements; (j) the enforcement by any of the Indemnified Parties of the provisions of this Section 7; (k) any and all claims and demands whatsoever that may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; (l) the payment of any commission, charge or brokerage fee to anyone claiming through Borrower that may be payable in connection with the funding of the Loan; or (m) any misrepresentation made by Borrower in this Mortgage or any other Loan Document. Any amounts payable to Lender by reason of the application of this Section 7.1 shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Lender until such amounts and any applicable interest are paid. For purposes of this Mortgage, the term "**Indemnified Parties**" means Lender and any Person who is or will have been involved in the origination of the Loan, any Person who is or will have been involved in the servicing of the Loan secured hereby, any Person in whose

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name the encumbrance created by this Mortgage is or will have been recorded, persons and entities who may hold or acquire or will have held a full or partial interest in the Loan secured hereby as well as the respective directors, officers, shareholders, partners, members, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing (including any other Person who holds or acquires or will have held a participation or other full or partial interest in the Loan, whether during the term of the Loan or as a part of or following a foreclosure of the Loan and including any successors by merger, consolidation or acquisition of all or a substantial portion of Lender's assets and business).

**7.2. Mortgage and/or Intangible Tax.** Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Mortgage or any of the other Loan Documents, but excluding any income, franchise or other similar taxes.

**7.3. Duty to Defend; Attorneys' Fees and Other Fees and Expenses.** Upon written request by any Indemnified Party, Borrower shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing, if the defendants in any such claim or proceeding include both Borrower and any Indemnified Party and Borrower and such Indemnified Party shall have reasonably concluded that there are any legal defenses available to it and/or other Indemnified Parties that are different from or in addition to those available to Borrower, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party, provided that no compromise or settlement shall be entered without Borrower's consent, which consent shall not be unreasonably withheld or delayed. Upon demand, Borrower shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith. The provisions of this Section 7.3 shall survive any payment or prepayment of the Loan and any foreclosure or satisfaction of this Mortgage.

## 8. Waivers.

**8.1. Waiver of Counterclaim.** To the extent permitted by applicable law, Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Mortgage, any of the other Loan Documents, or the Secured Obligations.

**8.2. Marshalling, Rights of Redemption, and Other Matters.** To the extent permitted by applicable law, Borrower hereby waives the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Borrower, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable law.

**8.3. Waiver of Notice.** To the extent permitted by applicable law, Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Mortgage or the Loan Documents specifically and expressly provide for the giving of notice by



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Lender to Borrower and except with respect to matters for which Lender is required by applicable law to give notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Lender to Borrower.

8.4. **Waiver of Statute of Limitations.** To the fullest extent permitted by applicable law, Borrower hereby expressly waives and releases its right to plead any statute of limitations as a defense to the payment or performance of the Secured Obligations.

8.5. **Security Interest Absolute.** All rights of Lender hereunder, and all Secured Obligations of Borrower hereunder, shall be absolute and unconditional irrespective of: (a) any illegality or lack of validity or enforceability of any Secured Obligation or any related agreement or instrument; (b) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment or other modification of the Loan Documents, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise; (c) any taking, exchange, substitution, release, impairment or non-perfection of any Property or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Secured Obligations; (d) any manner of sale, disposition or application of proceeds of any Property or any other collateral or other assets to all or part of the Secured Obligations; (e) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligation; (f) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, Borrower against Lender; or (g) any other circumstance (including any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by Lender that might vary the risk of Borrower or otherwise operate as a defense available to, or a legal or equitable discharge of, Borrower or any other grantor, guarantor or surety.

8.6. **Continuing Security Interest; Further Actions.** This Mortgage shall create a continuing lien and security interest in the Property and shall (a) remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon Borrower, its successors and assigns, and (c) inure to the benefit of Lender and its successors, transferees and assigns.

## 9. Miscellaneous.

9.1. **Relationship of Borrower and Lender.** The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Loan Documents shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.

9.2. **Notices.** All notices or other written communications under this Mortgage shall be delivered in accordance with the Section of the Loan Agreement entitled "Notices".

9.3. **Attorney Fees.** In the event that Lender employs attorney(s) to collect the Secured Obligations, to enforce the provisions of this Mortgage or to protect or foreclose the Property, Borrower agrees to pay Lender's attorney fees and disbursements, whether or not suit is brought. Such fees shall be immediately due and payable.

9.4. **No Oral Amendments.** This Mortgage may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom

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enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

9.5. **Assignment.** This Mortgage may be freely transferred and assigned by Lender, its successors, endorsees and assigns. Borrower may not transfer its rights and obligations with respect to this Mortgage, the Loan Documents, or the Secured Obligations.

9.6. **Severability.** If any term, covenant or condition of this Mortgage is held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.

9.7. **Counterparts; Effectiveness.** This Mortgage and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement.

9.8. **Governing Law; Jurisdiction; Etc.**

9.8.1. **Governing Law.** The laws of the State of Illinois will govern this Mortgage and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Mortgage and the transactions contemplated hereby and thereby.

9.8.2. **Submission to Jurisdiction.** Borrower irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever, whether in law or equity, or whether in contract or tort or otherwise, against Lender in any way relating to this Mortgage or the Loan, in any forum other than the courts of the State of Illinois sitting in Cook County, and of the United States District Court of the Northern District of Illinois, 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 any such action, litigation or proceeding may be brought in any such Illinois 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 will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing herein will affect any right that Lender may otherwise have to bring any action or proceeding relating to this Mortgage against Borrower or its properties in the courts of any jurisdiction.

9.8.3. **Waiver of Venue.** Borrower irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Mortgage in any such court referred to in Section 9.8.2. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

9.9. **Waiver of Jury Trial.** BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THE LOAN OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, OR ANY OF THE LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF BORROWER OR LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S MAKING OF THE LOAN SECURED BY THIS MORTGAGE.



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## 10. State-Specific Provisions.

10.1. **Principles of Construction.** In the event of any inconsistencies between the terms and conditions of this Section 10 and the other terms and conditions of this Mortgage, the terms and conditions of this Section 10 shall control and be binding.

10.2. **Perfection.** Borrower authorizes Lender to file one or more financing statements and such other documents as Lender may require to perfect or to continue the perfection of Lender's security interest in any Property. Borrower hereby consents to, and hereby ratifies, the filing of any financing statements relating to the Loan made prior to the date hereof. Borrower hereby irrevocably constitutes and appoints Lender as the attorney-in-fact of Borrower, to file with the appropriate filing office any such instruments. In addition, Borrower hereby authorizes Lender to cause any financing statement or fixture filing to be filed or recorded without the necessity of obtaining the consent of Borrower.

### 10.3. Illinois Mortgage Foreclosure.

10.3.1. It is the express intention of Borrower and Lender that the rights, remedies, powers and authorities conferred upon the Lender pursuant to this Mortgage shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Illinois Mortgage Foreclosure Law (735 ILCS § 5/15-1101 et seq.) (herein called the "IMFL") and/or as otherwise permitted by applicable law, as if they were expressly provided for herein. In the event that any provision in this Mortgage shall be inconsistent with any provision in the IMFL, the provisions of the IMFL shall take precedent over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the IMFL.

10.3.2. Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the IMFL, whether incurred before or after any decree or judgment of foreclosure, and whether provided for in this Mortgage, shall be added to the Secured Obligations secured by this Mortgage or by the judgment of foreclosure.

10.3.3. The powers, authorities and duties conferred upon the Lender, in the event that the Lender takes possession of the Property, and upon a receiver hereunder, shall also include all such powers, authority and duties as may be conferred upon a Lender in possession or receiver under and pursuant to the IMFL. To the extent the IMFL may limit the powers, authorities and duties purportedly conferred hereby, such power, authorities and duties shall include those allowed, and be limited as proscribed by IMFL at the time of their exercise or discharge.

10.3.4. Borrower knowingly and voluntarily waives, on behalf of itself and all persons or entities now or hereafter interested in the Property, to the fullest extent permitted by applicable law including IMFL, (i) all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, redemption, single action, election of remedies and marshaling statutes, laws or equities now or hereafter existing, (ii) any and all requirements that at any time any action may be taken against any other person or entity and Borrower agrees that no defense based on any thereof will be asserted in any action enforcing this Instrument, and (iii) any and all rights to reinstatement and redemption as allowed under Section 15-1601(b) of the IMFL or to cure any defaults, except such rights of reinstatement

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and cure as may be expressly provided by the terms of this Mortgage and the other Loan Documents

10.3.5. BORROWER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS OF REDEMPTION FROM SALE OR OTHERWISE UNDER ANY ORDER OR DECREE OF FORECLOSURE, DISCLAIMS ANY STATUS WHICH IT MAY HAVE AS AN "OWNER OF REDEMPTION" AS THAT TERM MAY BE DEFINED IN SECTION 15-1212 OF THE IMFL, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF BORROWER AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PROPERTY DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE FULLEST EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

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

10.4.1. all advances by Lender in accordance with the terms of the Loan Documents to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the Property; (B) preserve the lien of this Mortgage or the priority hereof; or (C) enforce this Mortgage, each as referred to in subsection (b)(5) of Section 5/15-1302 of the IMFL;

10.4.2. payments by Lender of: (A) when due, installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (B) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; (C) other obligations authorized by this Mortgage; or (C) 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;

10.4.3. advances by Lender in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

10.4.4. attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Sections 1504(d)(2) and 5/15-1510 of the IMFL; (B) in connection with any action, suit or proceeding brought by or against the Lender for the enforcement of this Mortgage or arising from the interest of the Lender hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action related to this Mortgage or the Property;

10.4.5. Lender's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(l) of Section 5/15-1508 of the IMFL;

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

10.4.7. expenses incurred and expenditures made by Lender for any one or more of the following: (A) if the Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof which are required to be paid; (B) if Borrower'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; (C) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Lender takes possession of the Property imposed by subsection (c)(l) of Section 5/15-1704 of the IMFL; (D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (E) payments required or deemed by Lender to be 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 instruments creating covenants or restrictions for the benefit of or affecting the Property; (F) 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; (G) if the Loan is a construction loan, costs incurred by Lender for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; and (H) pursuant to any lease or other agreement for occupancy of the Property for amounts required to be paid by Borrower;

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

10.4.9. this Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to subsection (b)(l) of Section 5/15-1302 of the IMFL; and

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

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

(b) the indebtedness found due and owing to the Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(c) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the IMFL;

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

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(e) computation of any deficiency judgment pursuant to Section 5/15-1511 of the IMFL.

10.5. **Agricultural or Residential Real Estate.** Borrower acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the IMFL) or residential real estate (as defined in Section 15-1219 of the IMFL).

10.6. **Use of Proceeds.** Borrower represents and warrants to Lender that the proceeds of the obligations secured hereby shall be used solely for business purpose, and the entire principal obligations secured by this Mortgage constitute (i) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4(1)(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(f).

10.7. **Maximum Principal Amount.** The maximum indebtedness secured by this Mortgage shall not exceed two hundred percent (200%) of the aggregate, original principal amount of the Loan.

10.8. **In Rem Proceedings.** Supplementing other provisions hereof, mortgage foreclosures and other In Rem proceedings against Borrower may be brought in Cook County, Illinois or any federal court of competent jurisdiction in Illinois.

10.9. **Illinois Collateral Protection Act.** The Illinois Collateral Protection Act mandates the inclusion of a specific notice in credit agreements which require the debtor to maintain insurance on the collateral if Lender desires the option to purchase such required insurance despite Borrower's failure to do so. For Lender to have this option, it must include the following language in the Mortgage:

UNLESS BORROWER PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS MORTGAGE, LENDER MAY PURCHASE INSURANCE AT BORROWER'S EXPENSE TO PROTECT LENDER'S INTERESTS IN BORROWER'S PROPERTY. THIS INSURANCE MAY, BUT NEED NOT, PROTECT BORROWER'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT BORROWER MAKES OR ANY CLAIM THAT IS MADE AGAINST BORROWER IN CONNECTION WITH THE PROPERTY. BORROWER MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT BORROWER HAS OBTAINED INSURANCE AS REQUIRED BY THE LOAN AGREEMENT. IF LENDER PURCHASES INSURANCE FOR THE PROPERTY, BORROWER WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES LENDER 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 BORROWER'S TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE BORROWER MAY BE ABLE TO OBTAIN ON BORROWER'S OWN.

[signature page to follow]





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## Exhibit A

### Legal Description

PARCEL 1: LOT 3 IN ELK GROVE TOWN CENTER SUBDIVISION, BEING A RESUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 2018 AS DOCUMENT NO. 1821345039.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT BETWEEN ELK GROVE VILLAGE, ELK GROVE TOWN CENTER, L.L.C. AND THE BOARD OF TRUSTEES OF THE VILLAGE OF ELK GROVE VILLAGE DATED AS OF MARCH 13, 1997 AND RECORDED AUGUST 5, 1997 AS DOCUMENT NUMBER 97566666 OVER THE LAND WEST AND ADJOINING AS DESCRIBED THEREIN.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT BETWEEN ELK GROVE TOWN CENTER, L.L.C. AND BEVERLY TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 24, 1997 AND KNOWN AS TRUST NUMBER 74-2478 DATED JULY 25, 1997 AND RECORDED AUGUST 5, 1997 AS DOCUMENT NUMBER 97566670 OVER THE LAND SOUTH AND ADJOINING AS DESCRIBED THEREIN.

PARCEL 4: EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS GRANTED BY SECTION 3(A) FOR INGRESS AND EGRESS; SECTION 3(D) TO USE SUCH PORTIONS OF THE GRANTING OWNER'S PARCEL FOR THE LOCATION OF AND TO RECONSTRUCT AND MAINTAIN ANY ROOFS, BUILDING OVERHANGS, AWNINGS AND OTHER SIMILAR APPURTENANCES TO THE GRANTEE'S BUILDING; SECTION 4 FOR PARKING; SECTION FIVE FOR UTILITY LINES; AND SECTION 13(E) FOR "INLINE FIXTURES" OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS RECORDED AUGUST 1, 2018, AS DOCUMENT NO. 1821345042 AND SCRIVENER'S AFFIDAVIT RECORDED SEPTEMBER 24, 2018 AS DOCUMENT NUMBER 1826717019 WHICH INCLUDES PAGES MISSING FROM THE ORIGINAL AUGUST 1, 2018 RECORDING.

PARCEL 5: NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, AND PARKING FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS RECORDED AUGUST 1, 2018 AS DOCUMENT NUMBER 1821345042 AND SCRIVENER'S AFFIDAVIT RECORDED SEPTEMBER 24, 2018 AS DOCUMENT NUMBER 1826717019.

DIN: 08-32-202-027-0000