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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*2136115008\*

Doc# 2136115008 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/27/2021 09:49 AM PG: 1 OF 20

The property identified as: **PIN:** 08-16-200-070-0000

**Address:**

**Street:** 2010 S. Arlington Heights Road

**Street line 2:**

**City:** Arlington Heights

**State:** IL

**ZIP Code:** 60005

**Lender:** First Carolina Bank

**Borrower:** SG Arlington Heights MOB LLC

**Loan / Mortgage Amount:** \$2,100,000.00

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

**Certificate number:** 2EA98473-1ADF-4A92-8E7B-7B4713D38F49

**Execution date:** 12/16/2021

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Space Above Line for Processing Data

Prepared by and return to:

Brian F. Corbett  
Poyner Spruill LLP  
Post Office Box 1801  
Raleigh, North Carolina 27602-1801

Loan No. 10026665

## MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (INCLUDING FUTURE ADVANCES)

This record, in addition to covering other property:  covers timber to be cut;  covers as-extracted collateral;  is filed as a fixture filing and covers goods that are or are to become fixtures. The real property to which the foregoing is related is described below. The "Secured Party" is the Lender identified below and the "Debtor" is the Mortgagor identified below. The record owner is the Mortgagor identified below whose address is identified below. This document serves as a fixture filing under the Illinois Uniform Commercial Code (810 ILCS 5/9-502).

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

**THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT** ("Mortgage"), entered into as of the effective date of December 16, 2021, by **SG ARLINGTON HEIGHTS MOB LLC**, a Georgia limited liability company ("Mortgagor"), with a mailing address of 5887 Glenridge Drive, NE, Suite 275, Atlanta, Georgia 30328, to **FIRST CAROLINA BANK**, a North Carolina banking corporation ("Lender"), with a mailing address of 2626 Glenwood Avenue, Suite 200, Raleigh, North Carolina 27608, which address is the place to which all notices and communications should be sent to Lender regarding this Mortgage.

A. Mortgagor desires to secure the payment and performance of, among other indebtedness and obligations as provided herein, each and all of the following: (1) the indebtedness evidenced by that certain Promissory Note dated of even date herewith in the original principal amount of Two Million One Hundred Thousand Dollars (\$2,100,000.00) from Mortgagor to Lender (together with all extensions, renewals, modifications, amendments, substitutions and replacements thereof and therefor, in whole and in part, collectively, the "Note") and any costs and expenses incurred or reasonably expected to be incurred by Lender in connection with any derivatives transaction (e.g. interest rate swap, cap, floor or collar transaction, or other similar transaction made pursuant to an International Swaps and Derivatives Association, Inc. Master Agreement or similar agreement) or the termination thereof entered into in connection with

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the Note (together with all extensions, renewals, modifications, amendments, substitutions and replacements thereof and therefor, in whole and in part, the "Swap Obligations", and together with the indebtedness and obligations evidenced by the Note, collectively, the "Obligations"), (2) the payment of all other sums, with interest thereon, advanced in accordance with the Obligations or herewith to protect the security of this Mortgage, or advanced to protect the rights of Lender hereunder or under the Obligations, (3) all future advances and re-advances made under the Note, the Loan Agreement and the other documents evidencing or securing the Obligations, (4) the performance of the covenants and agreements contained herein, and (5) the performance of the covenants and agreements contained in the Obligations and those in all documents evidencing, securing or relating to the Obligations.

B. The Obligations, including those presently in existence and those which may in the future come into existence, shall be evidenced by the Note, the Loan Agreement, one or more other instruments (to include promissory notes), chattel paper, general intangibles (to include payment intangibles), accounts, letters of credit, supporting obligations (to include guarantees), commitment letters, loan agreements, credit agreements, agreements relating to derivatives transactions (e.g. interest rate swaps, caps, floors or collar transactions, or other similar transactions made pursuant to an International Swaps and Derivatives Association, Inc. Master Agreement or similar agreement) and other evidences of an indebtedness or other obligation owing to Lender by Mortgagor, such evidences of indebtedness or other obligation and all extensions, renewals, modifications, amendments, substitutions and replacements thereof and therefor to be in a written or tangible medium, an electronic medium or in some other medium which is retrievable in a perceivable form, the terms and conditions (including the maturity dates of the Obligations) of which are incorporated herein by reference, and which Obligations may contain provisions for the adjustment of the interest rate or rates, adjustments in payments, extension or renewal of the term or terms, among other things.

**C. THIS MORTGAGE IS GRANTED TO SECURE FUTURE ADVANCES MADE PURSUANT TO THE NOTE, THE LOAN AGREEMENT AND THE OTHER DOCUMENTS EVIDENCING THE OBLIGATIONS.**

**NOW, THEREFORE**, in consideration of the premises and for the purpose of securing the Obligations and the other indebtedness and obligations as aforesaid, and in further consideration of the sum of Ten Dollars (\$10.00) paid to Mortgagor by Lender, receipt of which is hereby acknowledged, Mortgagor hereby MORTGAGES, CONVEYS, TRANSFERS AND ASSIGNS TO LENDER AND ITS SUCCESSORS AND ASSIGNS, FOREVER, AND HEREBY GRANTS TO LENDER AND ITS SUCCESSORS AND ASSIGNS, FOREVER, A CONTINUING SECURITY INTEREST IN, TO, AND UNDER ALL OF THE FOLLOWING DESCRIBED PROPERTY, ALL ACCESSIONS AND ADDITIONS THERETO, ALL SUBSTITUTIONS THEREFOR AND REPLACEMENTS AND PROCEEDS THEREOF, AND ALL REVERSIONS AND REMAINDERS OF SUCH PROPERTY NOW OWNED OR HELD OR HEREAFTER ACQUIRED, to wit, all of Mortgagor's right, title and interest in and to (1) the parcels of land described on Exhibit A, (2) the rights and benefits appurtenant to said parcels of land and (3) the buildings and other improvements (to include manufactured homes) now located thereon and thereunder and those which in the future may be or may come to be located thereon and thereunder (collectively the "Property"), together all of the personal property described on Exhibit B, which includes, without limitation, all rights of Mortgagor under any purchase contracts now or hereafter arising with respect to the sale of all or any part of the Property, all proceeds now or hereafter arising from the sale lease or transfer of the Property and all equipment, fixtures, standing timber (to include timber to be cut, but this inclusion does not permit cutting of timber unless Lender agrees to such cutting in advance thereof), crops grown, growing and to be grown on the Property (to include crops that are produced on trees, vines and bushes, and aquatic goods) and other farm products (to include livestock – born and unborn, supplies and products of crops and livestock), oil, gas and other minerals and as-extracted collateral (but inclusion of as-extracted collateral does not permit extraction unless Lender agrees to such extraction in advance thereof), owned by Mortgagor and that in which Mortgagor has any rights and interests, both now existing and located in, on, over and under the Property and that which may be hereafter acquired and located as aforesaid, whether used in connection with the ownership, possession, operation and maintenance of the Property, or otherwise (collectively, the "Collateral" and the Collateral includes any and all of the proceeds and products thereof, including insurance and condemnation proceeds, accessions and additions thereto, and replacements and substitutions therefor).

**TO HAVE AND TO HOLD** the Property and Collateral, unto Lender, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

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Mortgagor covenants with Lender that it is seized of the Property and Collateral in fee and has the right to convey its interest in the Property and Collateral as provided herein; that title is marketable and free and clear of all encumbrances; and that it will warrant and defend the title to the Property and Collateral against the lawful claims of all persons whomsoever, except for those exceptions contained in Title Commitment No. 21000150357 issued by Stewart Title Guaranty Company which have been approved in writing by Lender.

Mortgagor represents, warrants, covenants and agrees with Lender as set forth above and in the Sections set forth hereinbelow:

**Section 1. Future Advances.** This Mortgage is given to secure, in part, future advances under the Note, the Loan Agreement and the other documents evidencing the Obligations, and shall secure not only any initial advance under the Note, the Loan Agreement and the other documents evidencing the Obligations, but also subsequent advances made pursuant to the foregoing, and any other advances, disbursements and other payments made under the Note, the Loan Agreement and the other documents evidencing the Obligations, whether such advances are obligatory or to be made at the option of Lender, or otherwise, and including advances under the Note, the Loan Agreement and the other documents evidencing the Obligations as are made within twenty (20) years from the date hereof, to the same extent as if all such advances were made at the time of execution of this Mortgage and although there may be no outstanding Obligations at the time any advance is made. The total amount of the Obligations may increase or decrease from time to time, but the total unpaid principal balance of the indebtedness hereby secured at any one time outstanding shall not exceed two (2) times the maximum principal amount of the Note, plus interest thereon, and any disbursements made for payment of taxes, special assessments or insurance on the Property and the Collateral, and interest on such disbursements. This Mortgage shall be valid and shall, to the fullest extent permitted by any applicable law, have priority over any and all liens and encumbrances arising after this Mortgage is recorded in the recorder's office in the county in which the Property is located, including (to the extent permitted by applicable law) statutory liens except taxes and assessments levied on the Property. All terms and conditions under which future advances may be made, if any, are set forth in the Obligations. Lender shall make, and be obligated to make, future advances only in accordance with the terms and conditions of the Obligations, as the same may be amended or modified, from time to time.

**Section 2. Representations and Warranties Relating to Mortgagor, Property and Collateral.** Mortgagor maintains its chief executive office at Mortgagor's address set forth herein and will notify Lender in writing of any change in such office within ten (10) days of such change. Mortgagor represents and warrants that: (i) Mortgagor is the record owner of the Property; (ii) Mortgagor's state of organization is the State of Georgia; (iii) Mortgagor's exact legal name is as set forth on Page 1 of this Mortgage; (iv) Mortgagor is the owner of the Collateral subject to no liens, charges or encumbrances other than the lien hereof, (v) the Collateral will not be removed from the Property without the consent of Lender, and (vi) no financing statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto.

**Section 3. Payment of Amounts Due under the Obligations.** Mortgagor shall pay when due all amounts owing by it, and perform all other obligations required to be performed from time to time by it, under each and all of the Obligations and this Mortgage.

**Section 4. Payment of Taxes, Assessments and other Amounts; Maintenance of Insurance.**

**4.1 Payment of Taxes, etc.** Mortgagor covenants and agrees that it will pay when due, all taxes, assessments, levies and charges upon or against the Property and upon or against the Collateral, of every character which are now liens thereon and any which may hereafter become liens thereon; and immediately deliver to Lender official receipts therefor. Lender may, at its option, pay any such taxes, assessments, levies and charges against the Property and those against the Collateral, and the official receipts therefor shall be conclusive evidence of payment, the amount due and validity thereof. Any amounts so expended shall immediately become debts due by Mortgagor payable on demand, shall bear interest at the contract rate at which interest accrues from time to time on the Obligations hereby secured, or if interest accrues at different contract rates, any one of the contract rates which interest accrues as selected by Lender, in its sole discretion, which rate may be fixed or variable (the "Contract Rate"), and their payment shall be secured by this Mortgage.

**4.2 Insurance.** Mortgagor covenants and agrees that it will keep the Property and Collateral insured against loss and damage by fire, tornado and windstorm, and against such other hazards, events and circumstances as Lender

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may require, including, without limitation, business interruption, in amounts satisfactory to Lender, plus an amount sufficient to prevent any co-insurance liability against the owner of the Property or Lender, for the benefit of Lender, loss, if any, to be made payable in the policy or policies of insurance to Lender as its interest may appear, the loss payable clauses to be in such form as Lender may require. All insurance shall be in companies approved by Lender, the policies and renewals thereof shall, when issued, be immediately delivered to Lender to be held by it, and all insurance policies shall provide for at least thirty (30) days prior written notice of cancellation to Lender. Mortgagor will pay all premiums for such insurance when due and immediately deliver to Lender official receipts therefor. To the extent Mortgagor does not so pay, Lender may, at its option, pay the same and any amounts so expended shall immediately become debts due by Mortgagor payable on demand, shall bear interest at the Contract Rate, and their payment shall be secured by this Mortgage. In the event of loss, Mortgagor will give immediate notice by mail to Lender, who may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment of such loss directly to Lender, instead of Mortgagor and Lender jointly. The proceeds of any insurance, or any part thereof, may be applied by Lender, at its option, either to the reduction of the indebtedness hereby secured in such order as Lender so determines in its discretion, or to the restoration or repair of the Property and the Collateral – unless applicable law prohibits Lender from electing between those two options, in which event the proceeds shall be applied as applicable law mandates. Pursuant to the requirements of the Illinois Collateral Protection Act, 815 ILCS 180/1, et seq. (the “Collateral Protection Act”), Mortgagor is hereby notified that unless Mortgagor provides Lender with evidence of the insurance coverage required by this Mortgage, the Loan Agreement and each of the other documents evidencing the Obligations, Lender may purchase insurance at Mortgagor’s expense to protect Lender’s interest in the Property, the Collateral or any other collateral for the Obligations. This insurance may, but need not protect Mortgagor’s interests. The coverage Lender purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property, the Collateral or any other collateral for the Obligations. Mortgagor may later cancel any insurance purchased by Lender but only after providing Lender with evidence that Mortgagor has obtained insurance as required by this Mortgage, the Loan Agreement and each other document evidencing the Obligations. If Lender purchases insurance for the Property, the Collateral or any other collateral for the Obligations, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges that Lender may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding Obligations. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

4.3 Escrow Accounts. If required by Lender, Mortgagor agrees to pay and shall pay on the first day of each month or such other day as Lender may direct, to Lender or to its duly authorized representative, a sum equal to one-twelfth of the known or estimated (by Lender) yearly taxes, assessments and insurance premiums on or against the Property and the Collateral. Lender shall be under no obligation to pay interest on such payments, unless payment of interest is mandated under applicable law and then only the minimum amount required under applicable law. Lender shall hold and apply such payments to the payment of taxes, assessments and insurance premiums as and when due. If the total of such monthly payments shall exceed the amount needed, the excess shall be held for future needs, unless a different application is mandated under applicable law; but, should such monthly payments at any time fail to provide sufficient funds to pay taxes, assessments and insurance premiums when due, then Mortgagor shall, upon written demand, pay to Lender, within ten (10) days of receipt of such demand, the amount necessary to cover the deficiency. In the event of a foreclosure sale or deed-in-lieu thereof, Lender may apply any balance remaining of the funds accumulated for the above purposes to the payment of the indebtedness secured by this Mortgage, unless such application is prohibited under applicable law.

Section 5. Maintenance of the Property. Mortgagor covenants and agrees that (1) it will not commit or permit any waste to the Property and the Collateral, and will keep the Property and Collateral in as good order, repair and condition as it is now, reasonable wear and tear excepted, and (2) it will do and cause to be done – and refrain from doing and causing to be done – such acts relating to the Property and the Collateral as Lender may, from time to time, request. Lender shall have the right to inspect, at all reasonable times, the Property and Collateral, together with the books and records maintained and kept in connection therewith; and unhindered access thereto shall be permitted for that purpose to Lender and its authorized representatives, and Lender and its authorized representatives shall have the right to make such copies or other extracts of the aforementioned books and records as Lender and its representatives deem necessary and shall have the right to take possession of and remove the aforementioned books and records from the place or places at which they are kept by Mortgagor to such other place or places as Lender may select. In the event that such investigation reveals any matter constituting a breach of this covenant made by Mortgagor to Lender, then the costs

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of such investigation shall be reimbursed to Lender by Mortgagor, shall immediately become a debt due by Mortgagor payable on demand, shall bear interest at the Contract Rate, and shall be secured by this Mortgage.

**Section 6. Financial Statements.** Mortgagor covenants and agrees that it will from time to time furnish or cause to be furnished to Lender, without cost to Lender, such financial and operating statements and reports, in form and certified in a manner satisfactory to Lender, as may be required or otherwise requested by Lender.

**Section 7. Assignment of Rents, Leases and Profits.** Mortgagor does hereby sell, assign, and transfer unto Lender all of the rents, profits, revenues, royalties, accounts, moneys, contract rights, leases, intangible rights and other benefits arising from, related to and otherwise connected to or flowing from the Property and the Collateral, all of which are a part of and included as a subset within the terms "Property" and "Collateral" (the rents, profits, etc. are collectively, the "Rents and Profits"), it being the intention of this Mortgage to establish an absolute transfer and assignment of all such Rents and Profits unto Lender. Mortgagor does hereby irrevocably appoint Lender its true and lawful attorney, in its name and stead, which appointment is coupled with an interest, to collect all of said Rents and Profits; provided, however, that subject to the terms of this Mortgage and the other documents evidencing the Obligations, Lender grants Mortgagor the exclusive privilege to collect and retain such Rents and Profits unless and until an Event of Default has occurred under this Mortgage.

**Section 8. Condemnation.** Unless otherwise prohibited by applicable law, Mortgagor covenants and agrees that the condemnation, or other taking by eminent domain or other proceeding, of the Property and the Collateral, or any part of or interest, right or estate in either or both, shall be an Event of Default under this Mortgage and shall entitle Lender to exercise, at its option, any and all rights and remedies provided to Lender under this Mortgage upon the occurrence of an Event of Default; and, in addition to its other rights and remedies upon the occurrence of an Event of Default, Lender is hereby authorized and empowered and shall have the right and option to apply for, collect and receive the awards or payments made in connection with such condemnation or other proceeding and to apply them in whole or in part in reduction of the Obligations and the other indebtedness and obligations secured by this Mortgage in such order as Lender, in its discretion, may elect, or such order as may be otherwise mandated by applicable law, if any. Mortgagor agrees to execute such further assignments of any such awards or payments as Lender may require and agrees that notwithstanding anything herein to the contrary, the liens and security interests created and established by this Mortgage shall extend to and encumber the awards or payments made in connection with such condemnation or other proceeding.

**Section 9. Sale or Transfer of Property; Junior Liens.** Mortgagor covenants and agrees that the sale, conveyance-in-lieu-of-condemnation, lease (other than leases approved by Lender), demise, further encumbrance (including, without limitation, by way of mortgage, deed of trust, security deed, deed to secure debt, declaration of trust, assignment, pledge or security agreement), transfer or other disposition by Mortgagor, either directly or indirectly, voluntarily or involuntarily, of all or any part of the Property or the Collateral, or any interest, right or estate in either or both, without Lender's prior written consent, which may be withheld in Lender's sole discretion, shall be an Event of Default under this Mortgage and shall entitle Lender to exercise, at its option, any and all rights and remedies provided to Lender under this Mortgage upon the occurrence of an Event of Default.

**Section 10. Security Agreement; Harmonization of Conflicts.** Mortgagor hereby grants to Lender a security interest in the Collateral and any of the Property constituting personal property for the purpose of securing the payment of the Obligations, with interest thereon, and extensions, renewals, modifications and amendments thereof, or substitutions and replacements therefor, in whole or in part, the payment of all other sums, with interest thereon, at the Contract Rate, advanced in accordance with the Obligations or hereunder to protect the security of this Mortgage, or advanced to protect the rights of Lender hereunder or under the Obligations, and to secure the performance of the covenants and agreements contained herein and in the Obligations. This Mortgage constitutes a "security agreement" with respect to the Collateral and the Property constituting personal property as that term is now or hereafter used in the Uniform Commercial Code as enacted in the State of Illinois, and Lender shall have all of the rights and remedies provided to a secured party now or hereafter under the Uniform Commercial Code as enacted in the State of Illinois, including, without limitation, the right to proceed against the Collateral and the Property constituting personal property in accordance with the provisions of the Uniform Commercial Code relating to default and enforcement of a security interest by a secured party, or to proceed as to the Collateral and the Property, including, without limitation, that which constitutes personal property, in accordance with laws applicable to foreclosure of real estate interests in the State of Illinois, as provided herein. If Mortgagor has executed and delivered to Lender a separate security agreement or

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agreements in connection with any or all of the Obligations, that security agreement or those security agreements and the security interests created therein shall be in addition to and not in substitution of this Mortgage and the liens and security interests created hereby and this Mortgage shall be in addition to and not in substitution of the other security agreement or agreements and the security interests created thereby. In all cases this Mortgage and the aforesaid security agreement or agreements, as well as all other evidences and records of any and all of the Obligations and agreements of other persons who may be obligated on any of the Obligations, shall be applied and enforced in harmony with and in conjunction with each other to the end that Lender realizes fully upon its rights and remedies in each and the liens and security interests created by each; and, to the extent conflicts exist between this Mortgage and the other security agreements or records, they shall be resolved in favor of Lender for the purpose of achieving the full realization of Lender's rights and remedies and the liens and security interests as aforesaid.

Notwithstanding anything to the contrary contained in this Mortgage, the security interest of this Mortgage and the security agreement contained herein shall not include any personal property that is considered "contents" for purpose of flood insurance and (a) is located in a special flood hazard area (as designated by the Administrator of the Federal Emergency Management Agency) in which flood insurance is available under the National Flood Insurance Act of 1968, as amended (the "Act"), (b) would cause Lender to be in violation of the Act or the federal flood insurance regulations applicable to Lender if the property secures a loan made, increased, extended or renewed by Lender unless the property is covered by flood insurance or is exempt from the flood insurance requirement, and (c) is not covered by flood insurance that meets the requirements of the Act and the federal flood insurance regulations applicable to Lender; provided, however, if, subsequent to the date any personal property is excluded from the security interest of this Mortgage pursuant to forgoing provisions of this sentence, flood insurance is acquired and in place or it is determined that flood insurance is not required under the Act with respect to such property, the security interests granted under this Mortgage shall automatically spread and include any such previously excluded personal property.

## Section 11. Hazardous Substances; Public Health and Safety.

11.1 Compliance with Laws. Mortgagor represents and warrants to Lender, after due inquiry and investigation, that while Lender has any interest in or lien upon the Property, the Property and Collateral is and at all times hereafter will continue to be in substantially full compliance with all applicable federal, state and local laws, regulations, ordinances, directives, orders, guidelines and advisory opinions, including, without limitation, (i) environmental laws, regulations, ordinances, directives, orders, guidelines and advisory opinions, (ii) laws, regulations, ordinances, directives, orders, guidelines and advisory opinions relating to access to, from, in, around and over the Property by persons with physical or other disabilities (e.g. Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder and any similarly motivated state and local laws and regulations) and (iii) other laws, regulations, ordinances, directives, orders, guidelines and advisory opinions relating to public health, welfare and safety. Mortgagor further represents and warrants to Lender, after due inquiry and investigation: (1) as of the date hereof, (i) there are no hazardous materials, substances, wastes or other environmentally regulated, controlled or sensitive materials or substances, including, without limitation, any oil, gas or other petroleum related products, any lead based paints, any materials containing asbestos or any biological, chemical or nuclear contaminated materials or substances, located on, in or under the Property or used in connection with the Property or the Collateral, and (ii) there are no harmful or hazardous levels or concentrations of mold, spores or other fungi on, in or under the Property and there are no harmful or hazardous levels or concentrations of radon or other similar gases on, in or under the Property (collectively (i) and (ii), "hazardous substances"); or (2) Mortgagor has fully disclosed to Lender, in writing, the existence, extent and nature of any such hazardous substances, and (i) Mortgagor is legally authorized and empowered to maintain such hazardous substances on, in or under the Property or use them in connection with the Property or the Collateral, (ii) as represented in the first sentence of this Section, such hazardous substances are being used, maintained and controlled in substantially full compliance with all applicable federal, state and local laws, regulations, ordinances, directives, orders, guidelines and advisory opinions and (iii) Mortgagor has obtained and will constantly maintain all licenses, permits and approvals required with respect thereto, and is and will remain in substantially full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

11.2 Notices. Mortgagor represents and warrants to Lender that it will promptly notify Lender of the existence of, or any change in the nature or extent of any hazardous substances located or maintained on, in or under the Property or used in connection with the Property or Collateral. Mortgagor has, as of the date hereof, delivered to Lender copies of any citations, orders, notices and other correspondence or communication (collectively, the

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“regulatory notices”) received by Mortgagor with respect to any hazardous substances affecting the Property or Collateral and copies of any regulatory notices known to Mortgagor and received by any other present or former owner or occupant of the Property or Collateral with respect to any hazardous substances affecting the Property or Collateral. Mortgagor covenants and agrees to immediately transmit to Lender copies of any regulatory notices received with respect to any hazardous substances affecting the Property or Collateral.

11.3 Indemnification. Mortgagor shall indemnify and hold Lender harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including, without limitation, clean-up costs), judgments and expenses (including, without limitation, attorneys’, consultants’ and experts’ fees and expenses) of every kind and nature suffered by or asserted against Lender as a direct or indirect result of: (1) any warranty or representation made by Mortgagor in this Section 11 being false or untrue in any material respect; (2) any breach by Mortgagor of a covenant or agreement in this Section 11; or (3) any requirement under any federal, state or local law, regulation, ordinance, directive, order, guideline or advisory opinion which requires the elimination, removal, containment or control of any hazardous substances. Mortgagor’s obligations hereunder to Lender shall not be limited by the term of the Obligations secured hereby, and, as to any act or event occurring prior to payment in full and satisfaction of the Obligations and all other indebtedness and obligations under this Mortgage, Mortgagor’s obligations hereunder shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of the Obligations and this Mortgage or foreclosure under this Mortgage or delivery of a deed-in-lieu of foreclosure.

Section 12. Third Party Mortgagors. Any Mortgagor who executes this Mortgage but is not a party to or obligated on any of the indebtedness included in the Obligations, is executing this Mortgage to mortgage, grant and convey Mortgagor’s interest in the Property and the Collateral under the terms of this Mortgage and, except as otherwise provided in this Mortgage with respect to obligations of Mortgagor hereunder or referred to in this Mortgage, is not personally obligated to pay the sums secured by this Mortgage over and above the value of the Property and the Collateral and the loss such Mortgagor will incur from a foreclosure thereon or from delivery of a deed-in-lieu of foreclosure.

## Section 13. Events of Default; Remedies upon Default.

13.1 Events of Default. The occurrence of any one or more of the following events shall constitute an “Event of Default” hereunder: (1) the occurrence of an event of default or other default condition under any or all of the Obligations; (2) Mortgagor’s breach of any of the terms, conditions or covenants contained in this Mortgage; (3) Mortgagor’s default under or breach of any of the terms of the Loan Agreement or the occurrence of an Event of Default (as defined in the Loan Agreement) under the Loan Agreement; or (4) Mortgagor’s default in or breach of any of the terms, conditions, covenants or agreements contained in any separate assignment of leases given as additional security for the Obligations.

13.2 Rights and Remedies. Upon the occurrence of an Event of Default under Section 13.1 or any other event defined in this Mortgage as an “Event of Default”, Lender shall have the rights and remedies set forth in Sections 13.2.1 through 13.2.11, in addition to its other rights and remedies set forth in this Mortgage.

13.2.1 Accelerate Obligations. Lender shall have the right, at its option, to declare all amounts payable under any or all of the Obligations, as well as any or all of the other indebtedness and obligations secured hereby that are not already due hereunder, to be immediately due and payable without demand or any notice (unless notice is required under any of the Obligations or by law, then such notice as may be required under the Obligations or by law), whereupon the same shall become immediately due and payable, regardless of the maturity date thereof.

13.2.2 Protection of Security. Lender, without any obligation on its part to determine the validity or necessity thereof, may do and cause to be done any one or more of the following: (1) pay the sums for which Mortgagor is obligated, (2) perform or cause to be performed the obligations of Mortgagor or (3) take such other actions as Lender deems necessary to maintain, protect, repair, restore and preserve the Property and the Collateral, and the lien created by this Mortgage, and, in connection therewith, Lender may advance, pay or expend such sums as may be proper or necessary for the maintenance, protection, repair, restoration and preservation of the Property and the Collateral, to maintain insurance (including, without limitation, title insurance), to provide security guards and systems to protect the Property and the Collateral and intervene in any condemnation, foreclosure and other proceedings or disputes affecting the Property or the Collateral. Mortgagor hereby agrees to pay to Lender,



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immediately and without demand, all such sums so advanced, paid or expended, together with interest thereon from the date of each payment at the Contract Rate. All sums so advanced, paid or expended by Lender, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. Any amounts advanced, paid or expended shall be at Lender's sole option and shall not constitute a waiver of any Event of Default or right arising from the occurrence of an Event of Default.

13.2.3 **Foreclosure.** Lender shall have the right, at its option, to immediately or at any time thereafter foreclose the lien of this Mortgage:

(a) Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of Lender, in Lender's sole and absolute discretion, appoint Lender as a mortgagee-in-possession or appoint a receiver of the Property and the Collateral (a "Receiver") pursuant to the Illinois Mortgage Foreclosure Law, as amended (735 ILCS 5/15-1101, et seq.) (the "Mortgage Foreclosure Act"). Such appointment may be made either before or after sale, without choice; without regard to the solvency or insolvency, at the time of application for each Receiver, of the person or persons, if any, liable for the payment of the Obligations; without regard to the value of the Property or the Collateral at such time and whether or not the same is then occupied as a homestead; without bond being required of the applicant; and Lender hereunder or any employee or agent thereof may be appointed as such Receiver. Such Receiver shall have all powers and duties prescribed by the Mortgage Foreclosure Act, including the power to take possession, control and care of the Property and Collateral and to collect all Rents and Profits (including, but not limited to, any delinquent Rents and Profits) thereof during the pendency of such foreclosure suit and apply all funds received toward the Obligations, and in the event of a sale and a deficiency where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor, its devisees, legatees, administrators, legal representatives, successors or assigns, except for the intervention of such Receiver, would be entitled to collect such Rents and Profits and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Property and the Collateral during the whole of any such period. To the extent permitted under applicable law, such Receiver may take any action permitted to be taken by Lender pursuant to the Note, the Loan Agreement any other document evidencing the Obligations, extend or modify any then-existing leases and make new leases of the Property and the Collateral or any part thereof, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Obligations, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons and other parties whose interests in the Property and the Collateral are subject to the lien hereof, and upon the purchaser or purchasers at any such foreclosure sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser or at any time thereafter.

(b) The court may, from time to time, authorize said Receiver to apply the net amounts remaining in its hands, after deducting reasonable compensation for the Receiver and its counsel as allowed by the court, in payment (in whole or in part) of any or all of the Obligations, including without limitation the following, in such order of application as Lender may, in its sole and absolute discretion, elect: (i) amounts due upon the Note, the Loan Agreement and any other documents evidencing the Obligations; (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage; (iii) costs and expenses incurred by Lender, including costs and expenses of foreclosure and litigation upon the Property and the Collateral; (iv) insurance premiums, repairs, impositions, and interest, penalties and costs, in connection with the Property and the Collateral; (v) any other encumbrance or lien upon the Property and the Collateral that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same; and (vi) all costs, expenses, and monies advanced by Lender to cure or attempt to cure any default by Mortgagor in the performance of any obligation or condition contained in any of the Note, the Loan Agreement, the other documents evidencing the Obligations or this Mortgage or otherwise, to protect the security hereof provided herein or therein, with interest on such sums advanced at the Contract Rate. The excess of the proceeds of sale, if any, shall then be paid to Mortgagor (or such other person or party as is applicable in accordance with applicable law).

(c) This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Property and the Collateral, as Lender may elect, until all of the Property and the Collateral

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has been foreclosed against and sold. As part of the foreclosure, Lender in its sole discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Property and the Collateral, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, parcels, or units, as Lender may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law. Upon the completion of any such sale or sales, Lender shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers of the property so sold, in accordance with applicable law, and Lender is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, which appointment is coupled with an interest, to make all necessary transfers of property thus sold, and for that purpose Lender may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof.

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

13.2.4 Manage Property; Collect Rents and Profits. Lender may, in its sole and absolute discretion, whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale of the Property and the Collateral or during any period of redemption, without regard to waste, adequacy of the security or solvency of Mortgagor, revoke the privilege granted Mortgagor hereunder to collect the Rents and Profits, and may, at its option, without notice: (i) enter and take actual possession of the Property, Collateral, the Rents and Profits and the leases or any part thereof personally, or by its agents or attorneys, and exclude Mortgagor therefrom; (ii) enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Mortgagor relating thereto; (iii) as attorney-in-fact or agent of Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Property and the Collateral, the Rents and Profits, and the leases and conduct the business, if any, thereof (including entering into new leases on the Property and the Collateral, or any part thereof, under such terms and conditions as Lender, in its sole and absolute discretion, may elect) either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents and Profits and the leases (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any lease for any cause or on any ground which would entitle Mortgagor to cancel the same; (v) elect to disaffirm any lease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Property and Collateral that, in its reasonable discretion, may seem appropriate; (vii) insure and reinsure the Property and Collateral for all risks incidental to Lender's possession, operation and management thereof; (viii) perform such other acts in connection with the management and operation of the Property and Collateral, as Lender in its sole discretion may deem necessary or desirable, (ix) collect any or all of the Rents and Profits, including any Rents and Profits past due and unpaid, (x) perform any obligation or exercise any right or remedy of Mortgagor under any lease of the Property and Collateral, or (xi) enforce any obligation of any tenant of any of the Property and Collateral. Lender may exercise any right under this Section, whether or not Lender shall have entered into possession of any of the Property and Collateral, and nothing herein contained shall be construed as constituting Lender a "mortgagee in possession", unless Lender shall have entered into and shall continue to be in actual possession of the Property and Collateral. Mortgagor hereby authorizes and directs each and every present and future tenant of any of the Property and Collateral to pay all Rents and Profits directly to Lender and to perform all other obligations of that tenant for the direct benefit of Lender, as if Lender were the landlord under the lease of the Property and Collateral with that tenant, immediately upon receipt of a demand by Lender to make such payment or perform such obligations. Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents and Profits or performance of obligations to Lender, and any such payment or performance to Lender shall discharge the obligations of the tenant to make such payment or performance to Mortgagor.

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**13.2.5 Payment of Expenses, Insurance and other Operating Costs.** Mortgagor hereby grants Lender full power and authority to exercise each and every one of the rights, privileges and powers contained herein and in every other document evidencing the Obligations, at any and all times after any Event of Default without notice to Mortgagor or any other person or other party. Lender, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents and Profits to the payment of or on account of the following, in such order as it may, in its sole and absolute discretion, determine: (i) to the payment of the operating expenses of the Property and Collateral, including the cost of management and leasing thereof (which shall include reasonable compensation to Lender and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases of the Property and Collateral), established claims for damages, if any, and premiums on insurance hereinabove authorized; (ii) to the payment of impositions, costs, expenses, and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Property and Collateral, and of placing the Property and Collateral in such condition as will, in the judgment of Lender, make it readily rentable or saleable; (iii) to the payment of any Obligations; and (iv) to the payment of any other cost or expense required or permitted hereunder.

**13.2.6 No Cure; Remedies Cumulative; Advances to Receiver.** The exercise of any of Lender's rights pursuant to Section 13, the taking possession by Lender as a mortgagee-in-possession, the appointment of a Receiver, the collection of such Rents and Profits and the application thereof as aforesaid shall not cure or waive any Event of Default or waive, modify or affect notice of default hereunder or invalidate any act done pursuant to said notice, nor in any way operate to prevent Lender from pursuing any remedy which now or hereafter it may have under the terms and conditions of this Mortgage, the Note, the Loan Agreement or any of the other documents evidencing the Obligations. The rights and powers of Lender hereunder shall remain in full force and effect both prior to and after any foreclosure of this Mortgage and any sale pursuant thereto and until expiration of the period of redemption for said sale. The purchaser at any foreclosure sale, including Lender, shall have the right at any time and without limitation, to advance money to any Receiver to pay any part or all of the items which the Receiver would otherwise be authorized to pay if cash were available from the Property and Collateral and the sum so advanced, with interest at the Contract Rate, shall be a part of the sum required to be paid to redeem from any foreclosure sale.

**13.2.7 All Remedies Available.** It is the intention of the parties that this Mortgage shall confer upon Lender the fullest rights, remedies and benefits available under applicable law. **Lender may take any of the actions referred to in this Section 13 irrespective of and without regard to the adequacy of the security for the Obligations.**

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

**13.2.9 Disposition of Collateral.** Lender may exercise from time to time any rights, powers and remedies available to it under the applicable Uniform Commercial Code and as may be provided in this Mortgage and any other document evidencing the Obligations. Mortgagor shall, promptly upon request by Lender, assemble the Property and Collateral other than the land and improvements ("Other Collateral") and make it available to Lender at such place or places, as Lender shall designate. Any notification of intended disposition required by applicable or with respect to any Other Collateral shall be deemed reasonably and properly given if given at least ten (10) days before such disposition. Without limiting the generality of the preceding sentences of this Section, Lender may, with respect to so much of the Other Collateral as is personal property under applicable law, to the fullest extent permitted by applicable law, without further notice, advertisement, hearing or process of law of any kind: (i) notify any person

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or other party obligated on the Other Collateral to perform directly for Lender its obligations thereunder; (ii) enforce collection of any of the Other Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto; (iii) endorse any checks, drafts or other writings in the name of Mortgagor to allow collection of the Other Collateral; (iv) take control of any proceeds of the Other Collateral; (v) enter upon any Property where any of the Other Collateral may be located and take possession of and remove such Other Collateral; (vi) sell any or all of the Other Collateral, free of all rights and claims of Mortgagor therein and thereto, at any public or private sale; and (vii) bid for and purchase any or all of the Other Collateral at any such sale. Any proceeds of any disposition by Lender of any of the Other Collateral may be applied by Lender to the payment of expenses in connection with the Other Collateral, including attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by Lender toward the payment of such of the Obligations and in such order of application determined by Lender, and any excess shall be paid to Mortgagor or other secured parties, as their interests may appear. Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest and notice of protest in connection with the Note, the Loan Agreement and the other documents evidencing the Obligations and, to the fullest extent permitted by applicable law, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by Lender of any of its rights and remedies hereunder. Mortgagor hereby appoints Lender its attorney-in-fact with full power of substitution to take possession of the Other Collateral upon any Event of Default and, as Lender in its sole discretion deems necessary or proper, to execute and deliver all instruments required by Lender to accomplish the disposition of the Other Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Obligations are outstanding.

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

13.2.11 Application of Proceeds. Lender shall apply the proceeds of any foreclosure sale of, or other disposition or realization upon, or Rents and Profits from, the Property and Collateral to satisfy the Obligations in such order of application as Lender shall determine in its exclusive discretion.

## Section 14. Miscellaneous.

14.1 Incorporation of Exhibits. All exhibits, supplements, schedules, agendas and other attachments to this Mortgage are by this reference incorporated herein and made a part hereof as if fully set forth in the body of this Mortgage. The recitals set forth in this Mortgage are also a part of this Mortgage.

14.2 Maintenance of Records by Lender. Lender is authorized to maintain, store and otherwise retain evidences of the Obligations, this Mortgage, any separate security agreements and other agreements executed or delivered or to be executed or delivered by Mortgagor or others on Mortgagor's behalf to Lender in their original, inscribed tangible form or a record thereof in an electronic medium or other non-tangible medium which permits such record to be retrieved in a perceivable form.

14.3 Accuracy of Information Regarding Mortgagor. Mortgagor represents to Lender the information contained in this Mortgage and other information provided to Lender by or on behalf of Mortgagor is true, accurate and correct and Mortgagor agrees to promptly inform Lender in writing of any changes therein or any inaccuracies thereto, such notices to be addressed to Lender and mailed, postage prepaid, to Lender's address set forth herein.

14.4 Credit Investigations; Sharing of Information; Control Agreements. Lender is irrevocably authorized by Mortgagor to make or have made such credit investigations as it deems appropriate to evaluate Mortgagor's credit, personal and financial standing and employment. Mortgagor authorizes Lender to share with consumer reporting agencies and creditors its experiences with Mortgagor and other information in Lender's possession relative to Mortgagor, the Property and the Collateral, but Lender shall not have any obligation to (1) provide information to third persons relative to any of the foregoing or otherwise, (2) subordinate its liens and security interests in the Property and in the Collateral and (3) enter into control agreements and other agreements relative thereto.

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14.5 No Deductions for Taxes or Withholdings; Documentary Taxes. All payments made by Mortgagor under this Mortgage shall be made by Mortgagor free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings, and if any present or future applicable law requires such deduction or imposes a tax, levy or charge on this Mortgage or Lender's interest hereunder which is required to be paid by Lender, the same shall be an Event of Default and Lender may exercise, at its option, any and all rights and remedies provided to Lender hereunder upon the occurrence of an Event of Default. In addition, to the extent not prohibited by applicable law and notwithstanding who is liable for payment of the taxes or fees, Mortgagor shall pay upon demand any stamp tax, documentary tax, intangible tax and other taxes, levies and charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Mortgage.

14.6 Marshalling of Assets; Waivers. Mortgagor hereby waives, to the extent permitted by law, the benefit of all homestead, appraisalment, valuation, stay, extension, reinstatement and redemption laws now in force and any hereafter arising and in force and all rights of marshalling in the event of any sale hereunder of the Property, the Collateral or any part or any interest in either or both. Mortgagor hereby further waives the pleading of any statute of limitations as a defense to any and all Obligations secured by this Mortgage, and Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Property and Collateral. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Property or the Collateral subsequent to the date of this Mortgage and on behalf of all other persons to the extent permitted by law. Without limiting the foregoing, Mortgagor, on its own behalf and on behalf of each and every person or other party acquiring any interest in or title to the Property and Collateral subsequent to the date of this Mortgage, hereby irrevocably waives pursuant to 735 ILCS 5/15 1601 et seq. of the Mortgage Foreclosure Act any and all rights of reinstatement (including, without limitation, all rights of reinstatement provided for in 735 ILCS 5/15 1602) or redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage (including, without limitation, all rights of redemption provided for in 735 ILCS 5/12 122 et seq. and 735 ILCS 5/15 1603) or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor hereby expressly waives and releases all rights to direct the order in which any of the Property and Collateral shall be sold in the event of any sale or sales pursuant hereto and to have any of the Property, Collateral and/or any other property now or hereafter constituting security for any of the Obligations marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

14.7 Waiver of Other Statutory Rights. Mortgagor voluntarily and knowingly hereby acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate or residential real estate (each as defined in the Mortgage Foreclosure Act). Mortgagor waives any right to require Lender to bring any action against any other person or to require that resort be had to any security or to any balances of any deposit or other accounts on the books of Lender in favor of any other person; and, without limiting the foregoing, but in furtherance thereof, Mortgagor waives any rights Mortgagor otherwise might have or have had under any laws that require or may require Lender to recover against some other person, or to realize upon any security which Lender holds for the Obligations. Mortgagor also waives any and all right of subrogation, contribution, reimbursement and indemnity whatsoever or any right of recourse to or with respect to the assets or property of any person that is or may be security for the Obligations.

14.8 Venue; Governing Law. This Mortgage shall be governed by and construed in accordance with the substantive laws of the State of Illinois, excluding, however, the conflict of law and choice of law provisions thereof.

**14.9 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, MORTGAGOR, BY ITS EXECUTION HEREOF, AND LENDER, BY ITS ACCEPTANCE OF THIS MORTGAGE, EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATED TO THIS MORTGAGE. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

14.10 Cumulative Rights, etc. The rights, powers and remedies of Lender under this Mortgage shall be in addition to all rights, powers and remedies given to Lender at law and in equity, and in any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised by Lender from time to time and at any number of times successively, concurrently and alternatively without impairing Lender's rights under this Mortgage.

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14.11 No Waiver; No Course of Dealing; No Invalidity. Lender, at any time or times, may grant extensions of time for payment or other indulgences or accommodations to any person obligated on any of the Obligations, or permit the renewal, amendment or modification thereof or substitution or replacement therefor, or permit the substitution, exchange or release of any property securing any of the Obligations and may add or release any person primarily or secondarily liable on any of the Obligations, all without releasing Mortgagor from any of its liabilities and obligations under this Mortgage and without Lender waiving any of its rights and remedies under this Mortgage, or otherwise. No delay or forbearance by Lender in exercising any or all of its rights and remedies hereunder or rights and remedies otherwise afforded by law or in equity shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any Event of Default as set forth herein or in the event of any subsequent Event of Default hereunder. Also, no act or inaction of Lender under this Mortgage shall be deemed to constitute or establish a "course of performance or dealing" that would require Lender to so act or refrain from acting in any particular manner at a later time under similar or dissimilar circumstances. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

14.12 No Oral Change. Subject to the exercise by Lender of its rights and remedies as set forth in this Mortgage and without limiting any of such rights and remedies, this Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagor or Lender, but only by an agreement in writing, signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

14.13 No Usury. Lender does not intend to and shall not reserve, charge or collect interest, fees or charges hereunder in excess of the maximum rates or amounts permitted by applicable law. If any interest, fees or charges are reserved, charged or collected in excess of the maximum rates or amounts, it shall be construed as a mutual mistake by Lender, Mortgagor and the person making the payment if different from Mortgagor, and appropriate adjustments shall be made by Lender and to the extent paid, the excess shall be returned to the person making such a payment.

14.14 Power of Attorney; Financing Statements. Mortgagor does hereby irrevocably constitute and appoint Lender its true and lawful attorney with full power of substitution for it and in its name, place and stead, to execute, deliver or file such agreements, documents, notices, financing statements and records as Lender, in its sole discretion, deems necessary or advisable to effect the terms and conditions of this Mortgage and to otherwise protect the security of the liens and security interests created by this Mortgage; and, to the extent Lender deems necessary or appropriate, to make public in financing statements or other public filings (unless prohibited by applicable law) such information regarding Mortgagor as Lender deems necessary or appropriate, including, without limitation, federal tax identification numbers and other identifying information. The foregoing appointment is the same shall be coupled with an interest in favor of Lender.

14.15 Payment of Expenses. Without limiting any other provision of this Mortgage relating to Mortgagor's payment of costs and expenses incurred by Lender and those incurred on behalf of Lender, but in addition thereto, Mortgagor shall pay to Lender, on demand, any and all costs and expenses, including, without limitation, legal expenses and attorneys' fees, fees of legal assistants and fees and expenses of other professionals and service providers, incurred or paid by Lender and those incurred or paid on behalf of Lender in doing any one or more of protecting its interest in the Property and the Collateral, collecting any amount payable hereunder or secured hereby, and enforcing its rights hereunder with respect to the Property and the Collateral (including, without limitation, commencing any foreclosure action or prosecuting or defending any legal or equitable proceeding), together with interest thereon at the Contract Rate from the date paid or incurred by or on behalf of Lender until such costs and expenses are paid by Mortgagor. All sums so paid or expended by Lender, and the interest thereon, shall be added to and be secured by the lien of this Mortgage.

14.16 Relationship of Parties; Successors and Assigns. The relationship of Lender to Mortgagor is that of a creditor to an obligor or debtor; and in furtherance thereof and in explanation thereof, Lender has no fiduciary, trust, guardian, representative, partnership, joint venturer or other similar relationship to or with Mortgagor and no such relationship shall be drawn or implied from this Mortgage or any of Lender's actions or inactions hereunder or with respect hereto – and, Lender has no obligation to Mortgagor or any other person relative to administration of the Obligations secured by this Mortgage or the Property or Collateral, or any part or parts thereof or interests therein.

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The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto, as well as any persons who become bound to this Mortgage as a debtor, but nothing herein contained shall alter or negate the provisions of Section 9. If two or more persons have joined as Mortgagor, each of the persons shall be jointly and severally obligated to perform the obligations herein contained. The term "Lender" shall include any payee of the Obligations or other indebtedness or obligations hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise, and Lender may transfer, assign or negotiate all or any of the Obligations or other indebtedness or obligations secured by this Mortgage from time to time without the consent of Mortgagor and without notice to Mortgagor and any transferee or assignee of Lender or any transferee or assignee of another may do the same without Mortgagor's consent and without notice to Mortgagor. Mortgagor waives and will not assert against any transferee or assignee of Lender any claims, defenses, set-offs or rights of recoupment which Mortgagor could assert against Lender, except defenses which Mortgagor cannot waive.

**14.17 Notices.** All notices, certificates, requests for information and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses of the parties as set forth in this Mortgage. Mortgagor and Lender may, by written notice given hereunder, designate a different address where communications should be sent and Lender may direct, by notice to Mortgagor, for communications to be sent electronically or in some other non-tangible medium.

**14.18 Use and Application of Terms.** To the end of achieving the full realization by Lender of its rights and remedies under this Mortgage, including payment in full of the Obligations, in using and applying the various terms, provisions and conditions in this Mortgage, the following shall apply: (1) the terms "hereby", "hereof", "herein", "hereunder", and any similar words, refer to this Mortgage; (2) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (3) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations and other legal organizations, including public and quasi-public bodies, as well as individuals; (4) the use of the terms "including" or "included in", or the use of examples generally, are not intended to be limiting, but shall mean, without limitation, the examples provided and others that are not listed, whether similar or dissimilar; (5) the phrase "costs and expenses", or variations thereof, shall include, without limitation, reasonable attorneys' fees and fees of legal assistants, and reasonable fees of accountants, engineers, surveyors, appraisers and other professionals or experts – and all references to attorneys' fees or fees of legal assistants, or fees of accountants, engineers, surveyors, appraisers or other professionals or experts shall mean reasonable fees; (6) as the context requires, the word "and" may have a joint meaning or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (7) all terms used in this Mortgage that are not defined in this Mortgage or in the Obligations secured hereby, but are defined in the Uniform Commercial Code in effect in the State of Illinois, shall have the meaning ascribed to such terms from time to time in said Uniform Commercial Code; (8) any reference contained in this Mortgage to specific statutes or laws shall include any successor statutes or laws, as the case may be; (9) headings and captions used in this Mortgage are for convenience only, and shall not be used to interpret, construe, define, limit or expand the terms and conditions of this Mortgage; (10) this Mortgage shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Mortgage; (11) "Mortgage" means this Mortgage, Assignment of Rents and Security Agreement, together with any and all extensions, renewals, amendments, modifications, restatements, substitutions and replacements hereof or herefor; and (12) "Loan Agreement" means that certain Loan Agreement dated of even date herewith by and between Mortgagor and Lender, together with any and all extensions, renewals, amendments, modifications, restatements, substitutions and replacements thereof or therefor.

**14.19 Cancellation and Period of Mortgage.** If at any time during the period of this Mortgage there is no indebtedness outstanding under any of the Obligations, no obligation of Lender to make any further or additional advances to any person under the Obligations, and all indebtedness and other obligations due and owing under this Mortgage and the Obligations, whether by Mortgagor, some other person or Mortgagor and some other person (jointly and severally), have been paid and satisfied in full, Lender will, upon written request of Mortgagor and at Mortgagor's costs and expense (including, without limitation, attorneys' fees) if permitted by applicable law, execute and deliver to Mortgagor a reconveyance or satisfaction of this Mortgage. Unless earlier cancelled as provided in the preceding sentence and without extending the due date of any payment and the date of performance of any obligation under any of the Obligations and under this Mortgage as set forth herein and therein, and assuming no other provision in this

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Mortgage specifically provides to the contrary, the period of this Mortgage (including its lien and security interest) and the period by which all of the terms and conditions of this Mortgage are required to be finally and fully performed shall be a date thirty (30) years from the effective date of this Mortgage.

14.20 Credit Agreements Act; Changes in Writing. Mortgagor expressly agrees that for purposes of this Mortgage, the Note, the Loan Agreement and the other documents evidencing the Obligations: (i) this Mortgage, the Note, the Loan Agreement and the other documents evidencing the Obligations shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1, et seq. (the "Credit Agreement Act"); (ii) the Credit Agreement Act applies to this transaction including, but not limited to, the execution of this Mortgage, the Loan Agreement, the Note and the other documents evidencing the Obligations; and (iii) any action on or in any way related to this Mortgage, the Note, the Loan Agreement and the other documents evidencing the Obligations shall be governed by the Credit Agreement Act. No modification, amendment or waiver of, or consent to any departure by Mortgagor from, any provision of this Mortgage will be effective unless made in a writing signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Mortgagor will entitle Mortgagor to any other or further notice or demand in the same, similar or other circumstance.

14.21 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Property, it is hereby understood and agreed that should Lender acquire an additional or other interests in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

14.22 Construction Mortgage. This Mortgage is a Construction Mortgage which secures obligations incurred for the construction of improvements on the Property encumbered hereby in accordance with 810 ILCS 5/9-334(h), as amended from time to time, or any successor statute.

**(Signatures Begin on the Next Page)**



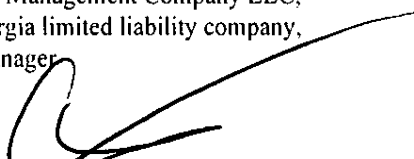
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The undersigned has executed this Mortgage under seal as of the date first written above.

MORTGAGOR:

**SG ARLINGTON HEIGHTS MOB LLC,**  
a Georgia limited liability company

By: Stable Management Company LLC,  
a Georgia limited liability company,  
its Manager

By:  (SEAL)  
Print Name: Eric J. Nathan  
Title: Manager

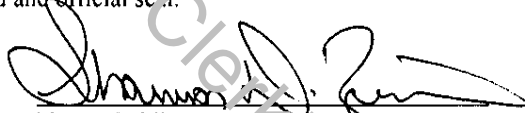
Property of Cook County Clerk's Office

### ACKNOWLEDGMENT

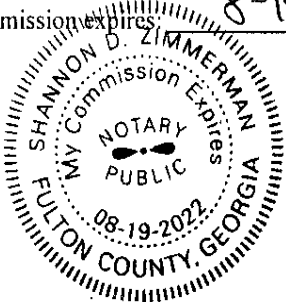
STATE OF GEORGIA )  
COUNTY OF FULTON ) ss:

On this, the 10<sup>th</sup> day of December, 2021, before me, a Notary Public, the undersigned officer, personally appeared Eric J. Nathan, who acknowledged himself to be the Manager of Stable Management Company LLC, the Manager of SG Arlington Heights MOB LLC, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My commission expires 8-19-22



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**EXHIBIT A  
TO MORTGAGE**  
(Description Of Property)

LOT 1 IN DOCTOR'S SUBDIVISION OF PART OF LOT 6 IN THE SUBDIVISION OF JOSEPH A. BARNES' FARM IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 94176541), IN COOK COUNTY, ILLINOIS.

Common Address: 2010 S. Arlington Heights Road, Arlington Heights, Cook County, Illinois

Tax Parcel No: 08-16-200-071-0000; 08-16-200-070-0000

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## EXHIBIT B TO MORTGAGE (Description of Personal Property)

**All Assets.** All accounts, as-extracted collateral, cash proceeds, chattel paper, commercial tort claims, deposit accounts, documents, equipment, farm products, fixtures, financial assets, general intangibles, goods, instruments, inventory, investment property, letter of credit rights, letters of credit, money, non-cash proceeds, proceeds, software, supporting obligations and other personal property, both now existing and hereafter existing, acquired and arising, owned by Mortgagor and in which Mortgagor has any property rights and benefits, of whatsoever kind and description, wheresoever located and inclusive of property in Mortgagor's constructive possession and control, property in Mortgagor's actual possession and control and property in the possession and control of a third person for and on behalf of Mortgagor; and, without limiting the foregoing but in furtherance thereof, the following now existing and hereafter acquired and arising property and property rights and benefits, together with all replacements, substitutions, additions, accessions, products and proceeds thereof and of anything described herein:

**Accounts, Etc.** All accounts (as such term is defined in Article 9 of the Uniform Commercial Code in effect from time to time in the State of Illinois) owned by Mortgagor and all accounts in which Mortgagor has any rights (including, without limitation, rights to grant a security interest in accounts owned by other persons), both now existing and hereafter owned, acquired and arising; and, to the extent not included in the term accounts as so defined after ascribing a broad meaning thereto, all accounts receivable, health-care-insurance receivables, credit and charge card receivables, bills, acceptances, documents, choses in action, chattel paper (both tangible and electronic), promissory notes and other instruments, deposit accounts, license fees payable for use of software, commercial tort claims, letter of credit rights and letters of credit, rights to payment for money or funds advanced or sold other than through use of a credit card, lottery winnings, investment property, rights to payment with respect to investment property, general intangibles and other forms of obligations and rights to payment of any nature, now owing to Mortgagor and hereafter arising and owing to Mortgagor, together with (i) the proceeds of all of the accounts and other property and property rights described hereinabove, including all of the proceeds of Mortgagor's rights with respect to any of its goods and services represented thereby, whether delivered or returned by customers, and all rights as an unpaid vendor and lienor, including rights of stoppage in transit and of recovering possession by any proceedings, including replevin and reclamation, and (ii) all customer lists, books and records, ledgers, account cards, and other records including those stored on computer or electronic media, whether now in existence or hereafter created, relating to any of the foregoing.

**Inventory, Etc.** All inventory (as such term is defined in Article 9 of the Uniform Commercial Code in effect from time to time in the State of Illinois) owned by Mortgagor and all inventory in which Mortgagor has any rights (including, without limitation, rights to grant a security interest in inventory owned by other persons), both now existing and hereafter owned, acquired and arising, including, without limitation, inventory in transit, inventory in the constructive possession and control of Mortgagor, inventory in the actual possession and control of Mortgagor and inventory held by others for Mortgagor's account; and, to the extent not included in the term inventory as so defined after ascribing a broad meaning thereto, all now existing and hereafter acquired goods manufactured or acquired for sale or lease, and any piece goods, raw materials, as extracted collateral, work in process and finished merchandise, component materials, and all supplies, goods, incidentals, office supplies, packaging materials and any and all items used or consumed in the operation of the business of Mortgagor or which may contribute to the finished product or to the sale, promotion and shipment thereof by Mortgagor and by others on the account of Mortgagor, together with (i) the proceeds and products of all of the inventory and other property and property rights described hereinabove, (ii) all additions and accessions thereto and replacements and substitutions therefor, (iii) all documents related thereto and (iv) all customer lists, books and records, ledgers, account cards, and other records including those stored on computer or electronic media, whether now in existence or hereafter created, relating to any of the foregoing.

**General Intangibles, Etc.** All general intangibles (as such term is defined in Article 9 of the Uniform Commercial Code in effect from time to time in the Illinois) owned by Mortgagor and in which Mortgagor has any rights and interest, both now existing and hereafter owned, acquired and arising; and, to the extent not included in the term general intangibles as so defined after ascribing a broad meaning thereto, all now existing and hereafter acquired things in action, payment intangibles, rights to payment of loan funds not evidenced by chattel paper or an instrument, contract rights, causes of action, business records, inventions, designs, patents, patent applications, software, trademarks, trademark registrations and applications therefor, goodwill, trade names, trade secrets, trade processes, copyrights, copyright registrations and applications therefor, licenses, permits, franchises, customer lists, computer

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programs, all claims under guaranties and other supporting obligations, tax refund claims, claims under letters-of-credit and all letter-of-credit rights, rights and claims against carriers and shippers, leases, claims under insurance policies, condemnation proceeds, all rights to indemnification and all other intangible personal property of every kind and nature, together with (i) the proceeds of all of the general intangibles and other property and property rights described hereinabove and (ii) all customer lists, books and records, ledgers, account cards, and other records including those stored on computer or electronic media, whether now in existence or hereafter created, relating to any of the foregoing.

Equipment, Etc. All equipment (as such term is defined in Article 9 of the Uniform Commercial Code in effect from time to time in the State of Illinois) owned by Mortgagor and in which Mortgagor has any rights and interest, both now existing and hereafter owned, acquired and arising, including, without limitation, equipment in Mortgagor's possession and control, equipment in transit, equipment in storage and equipment hereafter acquired by way of replacement, substitution, addition and otherwise; and, to the extent not included in the term equipment as so defined after ascribing a broad meaning thereto, all now existing and hereafter acquired furniture, furnishings, fixtures (including, without limitation, those located at, upon and about, and those attached to, the real estate described herein), machinery, parts, supplies, apparatus, appliances, patterns, molds, dies, blueprints, fittings and computer systems and related hardware and software of every description, together with (i) the proceeds and products of all of the equipment and other property and property rights described hereinabove, including, without limitation, insurance proceeds and condemnation proceeds, (ii) all books and records, abstracts of title, leases and all other contracts and agreements relating thereto or used in connection therewith and (iii) all customer lists, books and records, ledgers, account cards, and other records including those stored on computer or electronic media, whether now in existence or hereafter created, relating to any of the foregoing.