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Doc# 2205519006 Fee \$83.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/24/2022 10:02 AM PG: 1 OF 15

## Illinois Anti-Predatory Lending Database Program

21ST04039LP NH 3 of 4  
Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: PIN: 19-35-331-020-0000

**Address:**

**Street:** 3963-3987 West Columbus & 31-8645 South Pulaski

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60652

**Lender:** Citizens Bank, N.A.

**Borrower:** 87th & Pulaski Properties, LLC

**Loan / Mortgage Amount:** \$1,800,000.00

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:** B2F68F3F-9212-4DBB-8BAA-020FCF169201

**Execution date:** 2/10/2022

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## MORTGAGE

This Mortgage, Security Agreement and Financing Statement (the "Mortgage") is dated as of February 10, 2022 and effective as of February 10, 2022, by 87<sup>th</sup> & Pulaski Properties, LLC, an Illinois limited liability company, having an address at 11817 S. Pulaski Road, Alsip, IL 60803 (the "Mortgagor") to Citizens Bank, N.A., having its principal place of business at 28 State Street, Boston, Massachusetts 02109 (the "Mortgagee").

1. Grant of Mortgage. For consideration paid, Mortgagor hereby grants to Mortgagee with MORTGAGE COVENANTS, to secure (i) the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of Mortgagor, Thomas Management Associates, Inc., and Crawford Properties Inc. (together with the Mortgagor, the "Borrowers") to be paid, performed or observed pursuant to that certain Credit Agreement of even date herewith, as the same may hereafter be extended, renewed; or modified, and any substitutions therefor (the "Credit Agreement"), (ii) the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of the Borrowers, and each of them, to be paid, performed or observed pursuant to the \$1,800,000.00 Note made by the Borrowers in favor of Mortgagee in accordance with the terms of the Credit Agreement, and any extensions, renewals and modifications thereof and any substitutions therefor (the "Note"), (iii) the performance and observance of all terms, conditions, covenants and agreements contained in the Indemnity Agreement Regarding Hazardous Materials (the "Indemnity Agreement") of even date herewith executed by the Borrowers, and Thomas Mammen and Saibu Pathiyil (each a "Guarantor", and together the "Guarantors") in favor of the Mortgagee, and any extensions, renewals and modifications thereof and any substitutions therefor, and (iv) the payment, performance and observance of all other liabilities and obligations of the Borrowers, and each of them, to Mortgagee of every kind and description, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including

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without limitation, all obligations and liabilities of the Borrowers, and each of them, to the Mortgagee under any interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, or any other agreements or arrangements entered into between the Borrowers and Mortgagee and designed to protect the Borrowers against fluctuations in interest rates or currency exchange rates (all hereinafter called the "Obligations"), the land situated in Chicago, Cook County, Illinois, described in Exhibit A attached hereto and made a part hereof, with the buildings and other structures now or hereafter situated thereon and all other rights now or hereafter appurtenant thereto (the "Mortgaged Premises"). The maximum principal amount secured hereunder is One Million Eight Hundred Thousand and 00/100 (\$1,800,000.00) Dollars.

2. Grant of Security Interest. Mortgagor hereby grants to Mortgagee a security interest in such of the Mortgaged Premises as may be deemed fixtures and personal property, including without limitation all tangible personal property now owned or hereafter acquired by Mortgagor and used in any way in connection with the construction, renovation or operation of the Mortgaged Premises, and all contracts, licenses, permits, approvals, agreements and warranties, whether now owned or hereafter acquired, in any way related to the Mortgaged Premises and all proceeds from the foregoing, as additional security for the payment and performance of the Obligations (collectively, the "Personal Property"). This instrument shall also constitute a security agreement under Article 9 of the Uniform Commercial Code of the State of Illinois, as amended from time to time (the "Illinois Uniform Commercial Code") and when filed with the public recording office for the county in which the Mortgaged Premises are located shall be a financing statement under §9-502. In addition to other rights of Mortgagee specified herein or afforded by law, Mortgagee shall have all of the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

Mortgagor shall furnish Mortgagee, from time to time at the request of Mortgagee, a written inventory of all Personal Property in form satisfactory to Mortgagee.

Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to time to file, wherever such filings are deemed by the Mortgagee to be necessary and desirable, financing statements and amendments thereto pursuant to the Illinois Uniform Commercial Code in form satisfactory to Mortgagee. The Mortgagor also ratifies its authorization for the Mortgagee to have filed any initial financing statements or amendments thereto if filed prior to the date hereof. The Mortgagor hereby agrees to pay the cost of all such filings.

3. Representations. Mortgagor warrants and represents that (i) this Mortgage has been duly authorized, executed and delivered by and on behalf of Mortgagor, (ii) Mortgagor is duly existing and in good standing with all power, authority and legal right to engage in the transactions contemplated by this Mortgage, (iii) the execution

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and delivery of this Mortgage and the other documents evidencing the Obligations and the carrying out of the transactions contemplated thereby will not conflict with or result in the breach of the terms of any agreement or, to the Mortgagor's knowledge, law or order of any court or governmental body applicable to or binding upon the Mortgagor, (iv) to the knowledge of Mortgagor, there are no actions, suits or proceedings, including without limitation eminent domain proceedings, other than as disclosed in writing to Mortgagee, pending or, to the knowledge of the Mortgagor, threatened, before any court or other governmental body or agency which would adversely affect the Mortgaged Premises or the Mortgagor or the Mortgagor's ability to perform its obligations under this Mortgage or under the other documents evidencing the Obligations to which it is a party, (v) except with respect to the storage, generation or disposal of such materials commonly and lawfully used, the Mortgagor has not generated, stored or disposed of any oil, hazardous waste or hazardous material as defined in the Environmental Laws (as hereinafter defined) or any one of them, applicable state laws, or regulations adopted pursuant to either of the foregoing, excluding the storage of customary amounts of materials commonly and lawfully used in restaurant operations, and the Mortgagor has no knowledge of the generation, storage or disposal of any such materials on the Mortgaged Premises by anyone else and no such materials are presently located on the Mortgaged Premises, (vi) to the Mortgagor's knowledge, the Mortgaged Premises are in compliance with applicable zoning, building, environmental and all other laws, ordinances and regulations relating to the use and occupancy thereof and the Mortgagor has no knowledge of any claim of violation of any such legal requirements, (vii) to the Mortgagor's knowledge and other than as disclosed to the Mortgagee in writing on or before the date hereof, all necessary licenses and permits for the use and occupancy of the Mortgaged Premises have been issued and are in full force and effect, (viii) to the Mortgagor's knowledge, the improvements on the Mortgaged Premises and the personal property constituting a part thereof or located thereon are in good working order and are free from structural defects, (ix) the Mortgagor has no knowledge of any claim challenging Mortgagor's title to the Mortgaged Premises, and (x) the Mortgagor has no knowledge of any existing default, or claim thereof, under any leases or other arrangements for the use of the Mortgaged Premises, either on the part of the Mortgagor or any other party thereto.

4. Taxes and Assessments. Mortgagor shall pay when due all taxes, charges and assessments to whomsoever laid or assessed, whether on the Mortgaged Premises or any part thereof or interest therein or on the Obligations or any of them. In the event of the occurrence of an Event of Default hereunder which shall have continued uncured beyond any applicable grace or cure period, Mortgagor shall pay to Mortgagee upon request, in addition to other payments required with respect to the Obligations, a monthly apportionment of the sum estimated by Mortgagee to be sufficient to pay in full all taxes, charges and assessments upon the Mortgaged Premises as they become due and, on demand, any balance necessary to pay, when due, all such taxes, charges, and assessments. After the occurrence of any Event of Default, the Mortgagor shall

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promptly upon receipt furnish to the Mortgagee all original bills relating to any such taxes, charges or assessments. If at any time the Mortgagee does not require the escrow of payments for taxes, the Mortgagor shall furnish to the Mortgagee receipted real estate tax bills for the Mortgaged Premises not later than ten (10) days after the date due.

5. Insurance. Mortgagor agrees, at Mortgagor's sole cost and expense, (i) to keep the buildings and all other improvements and all equipment and fixtures now or hereafter situated on or constituting part of the Mortgaged Premises, insured in sums and with companies satisfactory to Mortgagee and for its benefit, but in any event in an amount at least equal to the full replacement cost from time to time of such buildings, equipment and fixtures, on an "all risk" basis, including without limitation, builder's risk during any period or periods of time that construction or remodeling is being performed on the Mortgaged Premises, flood, earthquake, business interruption and rent loss, loss, or damage arising from incidents relating to the mechanical, heating, or cooling systems installed in the building and other improvements, and such other hazards, casualties, and contingencies as Mortgagee may from time to time reasonably direct, and (ii) to maintain comprehensive general liability insurance covering the Mortgaged Premises and protecting Mortgagee, in such amounts as Mortgagee reasonably requires; and to provide copies of such insurance policies or certificates thereof to Mortgagee, the same to be first payable in case of loss to Mortgagee with a standard non-contributing mortgagee clause and naming Mortgagee as an additional insured with respect to liability insurance, hereby granting to Mortgagee in the event of foreclosure full authority as attorney irrevocable of Mortgagor to cancel such insurance and retain the return premiums thereof or to transfer such insurance to any person or persons claiming title to the Mortgaged Premises or any part thereof by virtue of foreclosure proceedings. The insurance policies procured pursuant to this paragraph shall have provisions reasonably satisfactory to Mortgagee concerning loss deductibles and shall require the insurers to provide at least 30 days written notice to Mortgagee prior to cancellation or modification of the policies.

In the event of the occurrence of an Event of Default which shall have continued beyond any applicable grace or cure period, Mortgagor shall pay to Mortgagee upon request, in addition to other payments required with respect to the Obligations, a monthly apportionment of the sum estimated by Mortgagee to be sufficient to pay in full all insurance premiums on the above referenced policies as they become due and, on demand, any balance necessary to pay, when due, all such premiums. After the occurrence of any Event of Default, Mortgagor shall promptly upon receipt furnish to Mortgagee all original bills relating to any such premiums. If at any time the Mortgagee does not require the escrow of payments for insurance premiums, the Mortgagor shall furnish to the Mortgagee receipted insurance bills for the Mortgaged Premises and all improvements, equipment and fixtures now or hereafter situated in or on or

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constituting part of the Mortgaged Premises, not later than ten (10) days after the date due.

6. Maintenance and Alterations. Subject to reasonable wear and tear, Mortgagor shall keep the Mortgaged Premises in good repair, order and condition in all respects, damage by fire or other casualty expressly not excepted. Mortgagor shall not take any action, or permit any condition or activity, which could diminish the value of the Mortgaged Premises or invalidate any insurance required to be provided under this Mortgage. Mortgagor shall not commit, permit or suffer any waste, impairment or deterioration of the Mortgaged Premises or any part thereof, nor build on or make alterations to the Mortgaged Premises so as to adversely affect the principal use to which the Mortgaged Premises are now put, remove or alter any of the improvements, equipment, or fixtures constituting part of or located in or on the Mortgaged Premises without the prior written consent of Mortgagee in each instance except in the ordinary course of business or unless replaced by improvements, equipment, appliances, furnishings, or fixtures of equal or greater value.

7. Access to Mortgaged Premises. Mortgagor shall permit Mortgagee, its agents and employees reasonable opportunity to enter upon the Mortgaged Premises from time to time, upon reasonable prior notice to Mortgagor by Mortgagee which shall consist of at least 24 hours prior notice (except in the event of the occurrence of an Event of Default or in the case of any emergency), for the purposes of inspecting the condition of the Mortgaged Premises and determining Mortgagor's compliance with the covenants, warranties, and representations contained in this Mortgage, provided that Mortgagee shall not unreasonably interfere with the Mortgagor's or any tenant's operations at the Mortgaged Premises.

8. Use and Compliance with Law. Mortgagor shall not use the Mortgaged Premises or permit the Mortgaged Premises to be used in violation in any material respect of any applicable law, by-law, ordinance, rule, regulation, license, permit, approval, or agreement binding upon or applicable to Mortgagor or the Mortgaged Premises, including without limitation zoning and building laws, ordinances, by-laws and regulations, or for any unlawful or improper purpose; and Mortgagor shall indemnify and hold the Mortgagee harmless from and against all loss, liability, damage, and expense, including reasonable attorneys' fees, arising out of any claim or assertion that the Mortgaged Premises do not comply with one or more applicable laws, by-laws, ordinances, rules or regulations.

9. Leases. Mortgagor shall not enter into any lease, sublease or tenancy agreement with respect to the Mortgaged Premises or any part thereof without the prior written consent of the Mortgagee first having been obtained in each instance, which consent may be withheld in Mortgagee's sole discretion. Mortgagor shall not cancel or change any terms, conditions or covenants of any leases, subleases or tenancy agreements of or with respect to the Mortgaged Premises or any part thereof, or assign

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any of such leases, subleases or tenancy agreements or any rents, income or profits from the Mortgaged Premises or any part thereof to any person other than Mortgagee, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed, nor breach any of the obligations of the lessor, sublessor, landlord or sublandlord under any such leases, subleases or tenancy agreements nor do or permit to be done anything which would impair the security of such leases, subleases or tenancy agreements.

Further, Mortgagor shall furnish Mortgagee with executed copies of all leases, subleases and tenancy agreements of or with respect to the Mortgaged Premises or any part thereof, now or hereafter in effect, and all notices of default given by the Mortgagor to any lessee or occupant of the Mortgaged Premises and all notices of default received by the Mortgagor from any lessee or occupant of the Mortgaged Premises or any part thereof, and Mortgagor shall indemnify and save harmless Mortgagee, from and against all liability, loss, cost and damage, including reasonable attorneys' fees, which Mortgagee may incur under, on account of or pursuant to any of such leases, subleases or tenancy agreements, or in connection with any claims or demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertaking on its part to be performed or discharged under or arising out of any of the terms, covenants or conditions contained in any such leases, subleases or tenancy agreements, and should Mortgagee incur any such liability, loss, cost or damage, Mortgagor shall reimburse Mortgagee therefor on demand.

10. Collateral Assignment of Leases and Rents. As additional security for the Obligations, Mortgagor hereby assigns to the Mortgagee all of the Mortgagor's rights under any and all present or future leases, subleases or other arrangements for the use and occupancy of all or any part of the Mortgaged Premises (the "Leases"), including but not limited to the rights to the rents, income and profits of the Mortgaged Premises or any part thereof and any other consideration or income from the Mortgaged Premises or any part thereof for the use and occupation of the same or otherwise (all of the foregoing being hereinafter referred to collectively as "Rents"), and Mortgagor hereby grants Mortgagee full power and authority, as attorney irrevocable of Mortgagor, to make, execute, acknowledge and deliver any such assignments, the same to be in form and substance satisfactory to Mortgagee, and not in limitation of the foregoing, such assignments shall provide that Mortgagee may assign such leases, and the Rents to any subsequent holder of this Mortgage or to any person or persons claiming title to the Mortgaged Premises or any part thereof by virtue of foreclosure proceedings, and shall further provide that after any Event of Default by Mortgagor hereunder or under the terms of such assignments, Mortgagee shall be entitled, whether or not Mortgagee takes possession of the Mortgaged Premises, to collect all of the Rents, including those past due, and enjoy all the benefits of and in such leases, subleases, and the Rents and to apply the same to the Obligations until there shall have been a foreclosure. Tenants under any subleases or assignments are hereby authorized and

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directed, following notice from the Mortgagee, to pay all amounts due Mortgagor under such leases to the Mortgagee, whereupon such tenants shall be relieved of any and all duty and obligation to Mortgagor with respect to the payments so made. After foreclosure, no assignee of any of such leases, subleases, or of any Rents shall be liable to account to Mortgagor or any person comprising Mortgagor, either for Rents thereafter accruing or otherwise.

11. Estoppel Certificates. Mortgagor shall furnish Mortgagee, upon demand made by Mortgagee at any time and from time to time, a written statement, in form satisfactory to Mortgagee, setting forth the amount of indebtedness Mortgagor acknowledges to be due with respect to the Obligations, and specifying any claims of off-set or defense Mortgagor then asserts against the Obligations, and addressing such other matters as Mortgagee requests.

12. Casualties and Takings. Mortgagor shall pay to Mortgagee any and all damages or compensation or both that become payable on account of the exercise of any power of eminent domain or condemnation with respect to the Mortgaged Premises or any part thereof, or on account of any injury thereto by reason of anything done in pursuance of public or other authority, and any hazard insurance proceeds and any other awards that become payable with respect to the Mortgaged Premises or any part thereof, or that become payable to Mortgagor with respect to the Mortgaged Premises or any part of or interest in the same, and such damages, compensation, and such awards and proceeds shall, at the option of Mortgagee, be applied toward the Obligations in such order as Mortgagee may determine or toward the repair, rebuilding or restoration of the Mortgaged Premises upon such conditions as Mortgagee may prescribe, or toward both of such purposes. No settlement or account of any loss, damage or taking shall be made without the prior written consent of Mortgagee, such consent not to be unreasonably withheld, conditioned or delayed. If the Mortgagor is not proceeding promptly to settle such claims in a reasonably diligent manner satisfactory to the Mortgagee or if an Event of Default shall have occurred and not have been cured, the Mortgagee may settle any such claims and the Mortgagee is hereby irrevocably appointed attorney-in-fact for the Mortgagor to settle such claims and to collect and endorse any checks issued in the name of the Mortgagor. In the event Mortgagor shall be required or permitted to repair, rebuild or restore any building or other improvement on or constituting part of the Mortgaged Premises, such building or improvement shall be so repaired, rebuilt or restored as to be of at least equal value and substantially the same character as prior to the damage or destruction occasioning the need for such repair, rebuilding or restoration.

13. Other Security Interests. Mortgagor shall not permit or suffer, without the prior written consent of Mortgagee, (i) the creation or continued existence, whether by voluntary action or operation of law or otherwise, of any security interest in or other encumbrance on the Mortgaged Premises, or (ii) a change, whether effected by voluntary action or by operation of law, in the legal or direct or indirect beneficial



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ownership of the Mortgaged Premises or any portion hereof or any interest in the Mortgagor. Mortgagee may, without notice to Mortgagor, or any party liable for the payment or performance of the Obligations or any part thereof, deal with any successor or successors in interest to the mortgagor or mortgagors named herein with reference to this Mortgage and the Obligations in the same manner as with the mortgagor or mortgagors named herein or any party liable for the payment or performance of the Obligations or any part thereof without in any way vitiating or discharging their liability hereunder or upon the Obligations or any part thereof. No sale or transfer of the Mortgaged Premises, no indulgence or forbearance on the part of Mortgagee, no extension, whether oral or in writing, of the time for the payment or performance of the Obligations or any of them, no partial release of any security and no covenant not to sue any party responsible for the payment or performance of the Obligations or any part thereof, given by Mortgagee, shall operate to release, discharge, modify, change or affect the liability hereunder of the mortgagor or mortgagors named herein or the liability of any party liable for the payment or performance of all or any of the Obligations, either in whole or part.

If at any time the Mortgaged Premises or any portion thereof is subject to an encumbrance or security interest other than this Mortgage, or any equipment used by the Mortgagor at or in connection with the operation of the Mortgaged Premises is owned other than by the Mortgagor, the Mortgagor shall not modify, amend, or fail to comply with any term or condition of such encumbrance or security interest, or the obligations secured thereby, or any lease of such equipment, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed. Notice is given hereby to any holder of a junior security interest in or other encumbrance on the Mortgaged Premises that the terms of the Obligations may be amended. The holder of any such security interest or encumbrance, by accepting such security interest or encumbrance subject to this Mortgage, shall be deemed to have agreed to any amendment to the terms of the Obligations, including without limitation any change in the interest rates of the Note.

Mortgagor warrants that, except for the security interest granted hereby, Mortgagor is, and as to any Personal Property acquired hereafter, will be the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever. Further, Mortgagor shall notify Mortgagee of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein. Mortgagor warrants that no financing statement covering any Personal Property under which a security interest prior to that of Mortgagee is or may be claimed, is or will be on file in any public office.

14. Mortgagee's Right to Cure and Expenses. Mortgagee shall have the right, and Mortgagor hereby authorizes Mortgagee, to pay all taxes, assessments, water and other charges, with interest, costs and charges accrued thereon, which may at any time

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be a lien upon the Mortgaged Premises or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay expenses, including reasonable attorneys' fees, in protecting its rights hereunder and the security hereby granted; to pay any balance due under any conditional agreement of sale or other lien on any articles or fixtures included as a part of the Mortgaged Premises; and to make payments and incur expenses in curing defaults hereunder; and Mortgagee shall pay to Mortgagee on demand an amount equal to all amounts so incurred or paid, together with interest thereon at the Default Rate set forth in the Credit Agreement from the date of payment by Mortgagee.

15. Application of Deposits By Mortgagee. Any deposits or other sums at any time credited by or due from Mortgagee to the Mortgagor or any endorser or guarantor of the Obligations, and any securities or other property of the Mortgagor or any such endorser or guarantor at any time in the possession of Mortgagee, may at all times be held and treated as collateral for the payment and performance of the Obligations (direct or indirect, absolute or contingent, sole, joint or several, due or to become due, now existing or hereafter arising) of the Mortgagor to the Mortgagee. Regardless of the adequacy of the collateral, Mortgagee may apply or set off such deposits or other sums against the Obligations, at any time following the occurrence of an Event of Default in the case of Mortgagor but only with respect to matured obligations in the case of endorsers or guarantors.

16. Separate Sales and Waiver of Marshaling. Mortgagor agrees that, in case Mortgagee in the exercise of the Power of Sale herein given elects to sell in parcels, such sales may be held from time to time and the Mortgagee's right to sell the Power of Sale shall not be exhausted until all of the Mortgaged Premises shall have been sold; and that Mortgagee shall have the additional right and power to sell the whole of the Mortgaged Premises notwithstanding that the proceeds of such sales exceed or may exceed the sum of money then secured hereby. In the event of any separate sale of Personal Property, Mortgagor shall be entitled to reasonable notice of the time and place of any public sale or of the time after which any private sale or other intended disposition thereof is to be made, and such requirement of reasonable notice shall be met if such notice is mailed postage prepaid, to the address of Mortgagor as set forth in this Mortgage at least ten (10) days before the time of such sale or other disposition. At any foreclosure sale, the Mortgaged Premises or any combination or all of any other security for the Obligations or any part thereof may be offered for sale for one total price, and the proceeds of such sale may be accounted for in one account without distinction between the items of security and without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshaling of assets.

17. Foreclosure Costs/Proceeds. Mortgagor agrees that if foreclosure proceedings shall be begun, Mortgagee shall be entitled to collect all costs, charges and expenses, including reasonable attorneys' fees, incurred in connection therewith, and all

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such costs, charges and expenses shall be part of the amount required to be paid to Mortgagee to effectuate any redemption. If surplus proceeds are realized from a foreclosure sale, Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by Mortgagee.

18. Management Costs of Mortgagee after Default. Mortgagor agrees that if Mortgagee enters into possession of the Mortgaged Premises because of Mortgagor's default hereunder, Mortgagor shall pay to Mortgagee on demand an amount equal to all costs and expenses, including reasonable attorneys' fees, incurred in the care and management of the Mortgaged Premises and in defending any action brought by Mortgagor arising out of Mortgagee's possession, together with interest thereon at the highest rate or rates set forth in the Credit Agreement plus 3.0% from the date of payment by Mortgagee.

19. Remedies Cumulative. Mortgagor agrees that all remedies provided in this Mortgage or any other instrument evidencing, securing, guaranteeing or otherwise related to the Obligations or any of them, are distinct and cumulative to any other right or remedy under this Mortgage or any such other instrument or afforded by law, and may be exercised concurrently, independently or successively; that the rights and remedies of Mortgagee under this Mortgage may be exercised without regard to the adequacy of any other security for the Obligations or any part thereof, and without Mortgagee first having to realize on or attempt to realize on any such other security in any respect or to any extent.

20. Mortgagee's Waiver. Mortgagor agrees that no consent or waiver by Mortgagee to or of any default by Mortgagor shall be effective unless expressed in a writing executed by Mortgagee, and no consent or waiver by Mortgagee to or of any default by Mortgagor shall be construed as a consent or waiver to or of any other default in the same or any other term, condition, covenant, agreement or other provision of this Mortgage or any other instrument evidencing, securing, guaranteeing or otherwise related to the Obligations or any of them.

21. Severability. Mortgagor and Mortgagee agree that in case any one or more provisions of this Mortgage shall be found by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason or in any respect or circumstance, such invalidity or unenforceability shall not limit or impair the validity or enforcement of any other provision hereof or affect the validity or enforcement of the provisions of this Mortgage under any other circumstances.

22. Deposit Account. Mortgagor agrees to maintain the Mortgagor's operating account for the Mortgaged Premises with the Mortgagee.

23. Loan to Value Maintenance. Mortgagor agrees to maintain a ratio of the outstanding balance of the Note to the aggregate fair market value of the Mortgaged

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Premises and the premises located at 3977 W. Columbus Avenue, Chicago, IL (the "Thomas Premises") of not greater than .8 to 1. Fair market value means the fair market value of the Mortgaged Premises and of the Thomas Premises as determined by an appraisal obtained from time to time by the Mortgagee. From time to time, the Mortgagee shall be entitled to obtain appraisals at the expense of the Mortgagor. The Mortgagor shall cooperate with the Mortgagee with respect to such appraisal, including without limitation providing access to the Mortgaged Premises and such information as the Mortgagee or its appraiser requests.

## 24. INTENTIONALLY DELETED

25. Environmental Indemnification. Mortgagor shall indemnify and hold harmless Mortgagee for, from and against all claims, demands, actions, liabilities, costs, losses, damages and expenses, including without limitation costs of investigation and defense and attorneys' fees, suffered or incurred by Mortgagee under or on account of any federal, state or local law, ordinance, by-law, rule, order or regulation, whether now in existence or hereafter arising, as they may be amended from time to time, pertaining to environmental regulation, contamination, remediation, assessment or disclosure, including without limitation the following laws and the regulations promulgated thereunder: Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., and the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (all such laws, ordinances, by-laws, rules, orders and regulations being hereinafter referred to collectively as "Environmental Laws").

26. Compliance with Environmental Laws. Mortgagor shall at all times comply with the requirements of the Environmental Laws. In the event that Mortgagor fails to comply with the requirements of any of the Environmental Laws, Mortgagee may, at its election, but without the obligation to do so, give such notices or cause such work to be performed at the Mortgaged Premises, or take any and all other action as Mortgagee reasonably deems necessary, as shall cure such failure of compliance, and Mortgagor shall pay to Mortgagee on demand an amount equal to all amounts paid by Mortgagee in connection therewith, together with interest thereon at the highest rate or rates set forth in the Credit Agreement plus 4.0% from the date of such payment by Mortgagee, and without limiting the generality of the foregoing or derogating from any of Mortgagee's rights pursuant thereto, Mortgagee, by the payment of any assessment, claim or charge, may, if it sees fit, be thereby subrogated to the rights of the United States, the State of Illinois or other authority to which such payment shall have been made. No such action by Mortgagee shall be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon.

27. Environmental Site Assessment. At Mortgagor's expense, Mortgagor shall, promptly upon written request of Mortgagee made at any time that Mortgagee reasonably believes that a release of Hazardous Materials has occurred at the

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Mortgaged Premises, or other violations of Environmental Laws have occurred on the Mortgaged Premises, have an environmental site assessment made of the Mortgaged Premises of a scope and by an environmental engineer satisfactory to Mortgagee, and shall promptly provide Mortgagee with a written report of any site assessment so made, prepared and signed by such engineer. Notwithstanding any such assessment, Mortgagee shall have the right, if Mortgagee reasonably believes that a release of Hazardous Materials has occurred at the Mortgaged Premises or other violations of Environmental Laws have occurred at the Mortgaged Premises, to cause, on reasonable prior notice, one or more environmental site assessments to be made of the Mortgaged Premises of such scope as Mortgagee deems appropriate, and in connection therewith Mortgagee and its agents and independent contractors shall have the right to enter upon the Mortgaged Premises from time to time to take such action as Mortgagee may deem necessary or appropriate. Mortgagor shall reimburse Mortgagee on demand for all costs incurred by Mortgagee in connection therewith.

28. Survival of Environmental Covenants. Mortgagor agrees that Mortgagor's obligations under Sections 25, 26 and 27 hereof shall survive the satisfaction of the indebtedness secured hereby and any discharge or foreclosure of this Mortgage or acceptance of a deed in lieu of the foreclosure hereof, pursuant to the terms of the Indemnity Agreement.

29. Jury Trial Waiver. MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OF ANY KIND WHATSOEVER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS MORTGAGE, THE OBLIGATIONS, ANY DOCUMENT RELATED HERETO OR THE RELATIONSHIPS ESTABLISHED HEREUNDER OR UNDER ANY SUCH DOCUMENT.

30. Consent to Jurisdiction. Mortgagor agrees that any suit for the enforcement of this Mortgage or any of the Obligations may be brought in the courts of the Commonwealth of Massachusetts or any Federal Court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Mortgagor by mail at the address specified herein. Mortgagor hereby waives any objections that it may now or hereafter have to the venue of any such suit or any such court or based on such suit having been brought in an inconvenient court.

31. Successors and Assigns. Without derogating from the provisions of Section 13, hereof, as used herein the word "Mortgagee" shall mean the holder hereof, whomsoever the same may be from time to time, and the word "Mortgagor" shall mean the mortgagor or mortgagors named herein, and also any subsequent owner or owners of the equity of redemption of the Mortgaged Premises. All the within covenants and agreements of Mortgagor shall be binding upon the mortgagor or mortgagors named herein and their heirs, executors, administrators, successors and assigns. Whenever

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more than one person comprises Mortgagor, the obligations of Mortgagor under this Mortgage shall be joint and several.

32. Section Headings. Section headings in this Mortgage are included herein for convenience only and shall not constitute a part of this Mortgage for any other purpose.

33. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois without reference to principles of conflicts of law.

34. Change in Law. If any law is hereafter passed by the State of Illinois deducting from the value of land for the purposes of taxation any mortgage thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of collection of any such taxes, so as, in the judgment of Mortgagee, to affect adversely and materially Mortgagee's rights to the Mortgaged Premises as security for the payment and performance of the Obligations, notwithstanding compliance by Mortgagor with all other provisions hereof, then the whole of the indebtedness hereby secured shall, at Mortgagee's discretion, become due and payable thirty (30) days after written notice from Mortgagee to Mortgagor demanding payment in full of the Obligations; provided, however, that Mortgagee's decision to accelerate such indebtedness shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax, and if Mortgagor, prior to the expiration of said thirty (30)-day period, does pay such tax and agrees, by written instrument in form and substance satisfactory to Mortgagee, to pay any such tax thereafter levied with respect to the Mortgaged Premises.

Further, in the event that, as a result of the enactment, expiration or repeal after the date of this Mortgage of any applicable law, the provisions of the Note or this Mortgage are rendered unenforceable in accordance with their terms, or all or any part of the sums secured hereby are rendered uncollectible in accordance with the terms of the Notes and/or this Mortgage, or the value of the security for the Obligations afforded by this Mortgage is diminished materially in the judgment of Mortgagee, then the whole of the indebtedness hereby secured shall, at Mortgagee's discretion, become due and payable thirty (30) days after written notice from Mortgagee to Mortgagor demanding payment in full of the Obligations.

35. Events of Default. Each of the following events shall constitute an "Event of Default" under this Mortgage:

(a) failure to pay principal, interest, or other amounts due under any of the Notes when due, which remains uncured beyond any applicable grace or cure period;

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(b) failure to perform or satisfy any condition, undertaking, agreement, or covenant set forth in Sections 5 and 13 of this Mortgage;

(c) failure for ten (10) days to perform or satisfy any other condition, undertaking, agreement, or covenant set forth herein, which failure remains uncured within thirty (30) days of written notice or, for such non-monetary defaults which cannot reasonably be cured within such thirty (30) day period, provided that the Mortgagor is diligently proceeding to cure, such longer time up to a maximum of sixty (60) days as is reasonably necessary to cure such non-monetary default;

(d) failure to pay, perform or satisfy any condition, undertaking, agreement, or covenant set forth in any other mortgage, debt or obligation of the Mortgagor to Mortgagee, which remains uncured beyond any applicable grace or cure period;

(e) any representation or warranty made in this Mortgage or in any writing furnished in connection with or pursuant to this Mortgage shall prove to be incorrect in any material respect as of the time made or furnished; and

(f) the occurrence of an Event of Default under the Credit Agreement.

36. Acceleration. Upon the occurrence of any Event of Default hereunder, the Mortgagee may, without any further notice to Mortgagor, declare the entire mortgage debt immediately due and payable and shall be entitled to exercise any and all rights and remedies contained herein or in any of the agreements, instruments and documents evidencing, securing, guaranteeing, or otherwise related to the Obligations or any of them or available at law or in equity.

37. Notices. All notices hereunder and under any applicable law pertaining hereto shall be in writing and shall be deemed sufficiently given or served for all purposes when delivered as provided for in the Credit Agreement.

38. Statutory Condition. This Mortgage is upon the STATUTORY CONDITION, and upon the further condition that each of the aforementioned covenants, agreements, representations and warranties shall be kept and duly performed. If there shall occur a breach of any of such conditions which constitutes an Event of Default hereunder, or if the entire mortgage debt becomes due at the option of Mortgagee, the holder hereof shall have the STATUTORY POWER OF SALE, and, as to the Personal Property, all rights and remedies conferred by the Illinois Uniform Commercial Code.

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~ Signature page to Mortgage ~

Executed as a sealed instrument February 10, 2022.

87<sup>TH</sup> & PULASKI PROPERTIES, LLC

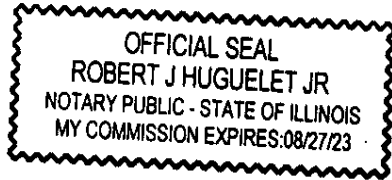
By: Thomas Mammen  
Its Manager

STATE OF ILLINOIS

County of Cook, ss.

On this 10 day of February, 2022, before me, the undersigned notary public, personally appeared Thomas Mammen as Manager of 87<sup>TH</sup> & PULASKI PROPERTIES, LLC, proved to me through satisfactory evidence of identification, which was a State of Illinois driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of 87<sup>TH</sup> & PULASKI PROPERTIES, LLC.

*[Handwritten Signature]*



Notary Public  
My Commission Expires:

Prepared by: Christopher Carrier, Pierce Atwood, LLP, 100 Summer Street, Boston, MA 02110, MA  
Return to: Christopher Carrier, Pierce Atwood, LLP, 100 Summer Street, Boston, MA 02110, MA



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## EXHIBIT A

### Parcel 1:

Lot 440 (except the Southwesterly 7.70 Feet thereof) and all of Lots 441 to 446, Both inclusive, in 87th and Crawford Highlands, being a Subdivision of Lots 1, 2 and 3 in Hately and Boyers Resubdivision in the South 1/2 of the Southwest 1/4 of Section 35, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

### Parcel 2:

The Southwest 7.70 feet of Lot 440, all of Lots 436 to 439, both inclusive, and those parts of Lots 434 and 435 lying East of a line that is 17.00 feet East of and parallel with the West line of said Lot 434, all in in 87th and Crawford Highlands, being a Subdivision of Lots 1, 2 and 3 in Hately and Boyers Resubdivision in the South 1/2 of the Southwest 1/4 of Section 35, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PINS: 19-35-331-020-0000; 19-35-331-021-0000; 19-35-331-022-0000; 19-35-331-023-0000;  
19-35-331-024-0000; 19-35-331-025-0000; 19-35-331-026-0000; 19-35-331-027-0000;  
19-35-331-028-0000; 19-35-331-029-0000; 19-35-331-030-0000; 19-35-331-031-0000;  
19-35-331-032-0000

Address: 3963-3987 West Columbus and 8631-8645 South Pulaski, Chicago, IL 60652