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Illinois Anti-Predatory Lending Database Program

Doc#: 2208721264 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/28/2022 01:01 PM Pg: 1 of 22

Certificate of Exemption



Q
1/2

Report Mortgage Fraud

844-768-1713

22LS02107/E/NF

The property identified as:

PIN: 17-10-208-015-0000

Address:

Street: 401 E. Ontario

Street line 2:

City: Chicago

State: IL

ZIP Code: 60611

Lender: Standard Insurance Company, an Oregon corporation

Borrower: FEPH-401, LLC

Loan / Mortgage Amount: \$3,500,000.00

This property is located within the program area and is exempt from the requirements of 705 ILCS 77/70 et seq. because it is commercial property.

Certificate number: 4BCFED46-41FA-4B3B-B19A-5BA74C7FACA0

Execution date: 3/22/2022

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Prepared by **Alma Hernandez**
 WHEN RECORDED MAIL TO:
STANCORP MORTGAGE INVESTORS, LLC
 10265 NE Tanasbourne Drive
 HILLSBORO, OR 97124

ATTN: **CLOSING DEPT., T3A**

SIC Loan No. **C1122702**
 Parcel Identification Number **17-10-208-015-0000 and 17-10-208-016-0000**

⑤ 1/2
 22LS02907-1/NF

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

THIS MORTGAGE made this **March 15, 2022**, by **FEPH-401, LLC**, an Illinois limited liability company ("Mortgagor"), in favor of **Standard Insurance Company**, an Oregon corporation ("Mortgagee")

Mortgagor irrevocably mortgages to Mortgagee, that property in the County of **Cook**, State of Illinois, described on Exhibit "A" attached and incorporated by this reference ("Real Property") and Real Property means any and/or all of the Real Property as the context requires.

PROPERTY TAX ID NO.: **17-10-208-015-0000 and 17-10-208-016-0000**
 STREET ADDRESS: **401 E. Ontario
 Chicago, Illinois 60611**

Together with (a) all rents, income, contract rights, issues and profits now or to become due under or by virtue of any lease, rental agreement or other contract, whether written or oral, for the use or occupancy of any or all of the Real Property, together with all deposits ("Income"), subject to the right, power and authority given to Mortgagor to collect and apply such Income prior to any Event of Default (defined below); (b) all buildings and improvements now or hereafter thereon, and all appurtenances, easements, rights in party walls, water and water rights, pumps and pumping plants and all shares of stock evidencing the same; (c) all fixtures and property now or later attached to or used with the Real Property, including but not limited to machinery, equipment, appliances and fixtures for generating or distributing air, water, gas, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage, all wallbeds, wallsafes, built-in furniture and installations, shelving, lockers, partitions, door stops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, laundry tubs and trays, ice boxes, refrigerators, heating units, stoves, water heaters, incinerators, communication systems and all installations for which any such building is specifically designed; (d) all awards, compensation and settlements made as a result of the taking by power of eminent domain of the Real Property; (e) all trade names by which the Real Property is known, any books and records relating to the use and operation of any or all of the Real Property, all present and future plans and specifications and contracts relevant to the design, construction, management or inspection of any construction of any improvements on the Real Property and all present and future licenses, permits, approvals and agreements with or from any municipal corporation, county, state or other governmental or quasi-governmental entity relevant to the development, improvement or use of any or all of the Real Property; and (f) all rights of Mortgagor in and to any

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escrow or withhold agreements, surety bonds, warranties, management contracts, leasing or sales agreements with any real estate agents or brokers, and service contracts with any entity, relevant to the development, improvement, leasing, sale or use of the Real Property or any personal property located thereon; and all of said items whether now or hereafter installed being declared to be, for all purposes of this Mortgage, a part of the realty; and all the estate, interest or other claim or demand, including insurance, in law or equity, which Mortgagor now has or may hereafter acquire, in and to the aforesaid property; the specific enumerations herein not excluding the general. The Real Property and all of the foregoing constitute the "Property" and the Property means any and/or all of the Property as the context requires.

This Mortgage is made for the purpose of securing, in such order of priority as Mortgagee may elect, (a) payment of the indebtedness in the sum of **\$3,500,000.00** evidenced by that certain Note of even date the signers of which are hereinafter collectively referred to as "Borrower", delivered to Mortgagee and payable to its order, with final payment due on the maturity date as stated therein, and any and all modifications, extensions or renewals thereof, whether hereafter evidenced by the Note or otherwise ("Note"); (b) payment of interest on said indebtedness according to the terms of the Note; (c) payment of all other sums, with interest as herein provided, becoming due and payable under the provisions hereof to Mortgagee; (d) performance of each and every condition, obligation, covenant, promise and agreement of Mortgagor contained herein, or in the Note, or in any loan agreement relative to any indebtedness evidenced by the Note, including any guaranties, ("Loan"), or in any security agreement or Mortgage at any time given to secure any indebtedness hereby secured or any part thereof; and (e) payment of such additional sums with interest thereon as may be hereafter advanced by or borrowed from the Mortgagee, its successors or assigns, by the then record owner(s) of the Property when evidenced by another promissory note or notes which are by the terms thereof secured by this Mortgage. To the extent permitted by any and all applicable federal, state and/or local laws, cases, statutes, regulations, orders, standards, rules and/or ordinances or the like (collectively, "Laws"), any sums hereafter advanced by or borrowed from Mortgagee, its successors or assigns, will have the same priority as the original sums advanced by Mortgagee and secured hereby. All sums are collectively referred to as the "Indebtedness". THE NOTE MAY CONTAIN PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE.

Mortgagor's Covenants and Warranties. Mortgagor warrants that: (a) Mortgagor is the owner in fee simple absolute of the Real Property; (b) the Property is free, and will be kept free, from all liens and encumbrances, except those accepted by Mortgagee in writing, and Mortgagor will defend the title granted to and in favor of Mortgagee against all and every person claiming or to claim the same; (c) the Loan proceeds are not for use primarily for personal, family or household purposes; (d) to Mortgagor's knowledge after due inquiry into previous ownership and use of the Property, there are no Hazardous Substances (defined below) located on the Property and Mortgagor will not place or permit to be placed on the Property any Hazardous Substances (defined below), except in minor quantities as necessary for the operation and maintenance of the Property, used and stored in accordance with Laws, or in the form of consumer products held for retail sale in sealed containers; (e) the Real Property is zoned for the existing or contemplated use of the Real Property; (f) the Real Property is in compliance with all applicable zoning, subdivision, and environmental Laws; all deed restrictions, subdivision and building Laws (including the Fair Housing Act and the Americans With Disabilities Act, as each is amended from time to time) have been fully complied with; and Mortgagor has all licenses and permits required by governmental authorities with respect to the Property, its operation, improvement and use; (g) the Property has indefeasible access to public rights of way as now improved and open to public passage, and is not encroached upon by improvements or rights of others, nor do the improvements on the Real Property encroach upon the property of others; (h) there are no actions,

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lawsuits, or other proceedings pending or, to the Mortgagor's knowledge, threatened against or affecting the Property or Borrower or any guarantor which might adversely affect the ability of Borrower or any guarantor to perform its obligations under the Note or other Loan Documents which evidence or secure the Loan ("Loan Documents"), or which might adversely affect the priority of Mortgagee's first lien on the Property; (i) consummation of the Loan and performance under the Loan Documents will not conflict with or result in a breach of any Law; (j) no condemnation proceeding is pending or, to the Mortgagor's knowledge, threatened with respect to the Property; (k) there has been no material adverse change in the financial condition of Mortgagor or Borrower or any guarantor which might adversely affect the ability of Mortgagor or Borrower or any guarantor to perform its obligations under the Loan Documents, or which might adversely affect the priority of Mortgagee's first lien on the Property; (l) all services and utilities, such as water, electricity and sewer, are available to the Property; and (m) with respect to each Mortgagor who is an individual, no part of the Property constitutes any part of Mortgagor's business homestead or residential homestead. As used in this Mortgage, Hazardous Substances means: (a) any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) radon, asbestos, polychlorinated biphenyls (PCB's), explosives, radioactive substances, and material quantities of petroleum products; (d) any substance the presence of which on the Property is regulated by any Law relating to the protection of the environment or public health; and (e) any other substance which by Law requires special handling in its collection, storage, treatment or disposal.

A. Mortgagor agrees as follows:

1. Payment of Indebtedness; Performance of Covenants. Mortgagor will pay each and every installment of principal and interest on the Note and Indebtedness, as and when the same becomes due, and perform and observe all of the covenants, agreements and provisions contained in all the Loan Documents.
2. Maintenance; Compliance; Inspection. Mortgagor will keep the Property in good condition and repair; not permit or suffer any extraordinary repairs or removal or demolition of, or a structural change in any building, fixture, equipment, or other improvement on the Property; comply with all Laws, covenants, conditions and restrictions affecting the Property or requiring any alteration or improvements to be made thereon (including the Fair Housing Act and the Americans With Disabilities Act, as each is amended from time to time); not commit, suffer or permit waste or any act upon the Property in violation of law; cultivate, irrigate, fertilize, prune and do all other acts reasonably necessary to maintain the character or use of the Property, the specific enumeration herein not excluding the general; and keep the Property free from all encumbrances, except those accepted by Mortgagee in writing. Mortgagor will permit Mortgagee, or its agents, upon reasonable prior notice, to inspect the Property, including the interior of any structure.
3. Hazardous Waste and Substances; Environmental Requirements.
 - (a) Mortgagor will comply with all Laws regarding occupational health and safety, hazardous waste and substances, and environmental matters. Mortgagor will promptly notify Mortgagee of its receipt of any notice of: (i) a violation of any Law; (ii) all claims made or threatened by any third party against Mortgagor or the

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Property relating to any loss or injury resulting from any Hazardous Substances; and/or (iii) Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any environmental Law. The use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of Hazardous Substances by Mortgagor, Mortgagor's agents, or any tenant or sublessee occupying the Property, except in minor quantities as necessary for the operation and maintenance of the Property, used and stored in accordance with Law, or in the form of consumer products held for retail sale in sealed containers, all of which have and will be used, stored and disposed of in accordance with commercially reasonable practices and all Laws, will be an Event of Default (defined below), and Mortgagor will not engage in or permit such activities or events to occur upon the Property.

- (b) Mortgagor will defend, indemnify and hold Mortgagee, its directors, officers, employees, agents, successors and assigns harmless from all loss, cost, damage, claim and expense (including all reasonable attorney fees, costs and/or expenses, whether at trial or on appeal, discretionary review, bankruptcy or otherwise [collectively and as defined in the Note, "Attorney Fees"]) incurred by Mortgagee in connection with the falsity in any material respect of the covenants contained herein or of Mortgagor's failure to perform the obligations of this Paragraph.
- (c) Mortgagor agrees that a receiver may be appointed to enable Mortgagee to enter upon and inspect the Property for the purpose of determining the existence, location, nature and magnitude of any past or present release or threatened release of any Hazardous Substance into, onto, beneath or from the Property. Any costs incurred by Mortgagee in obtaining the appointment of a receiver and performing the inspections, including Attorney Fees, will be paid by Mortgagor. If not paid within ten (10) days after such fees, costs and expenses become due and written demand for payment is made upon Mortgagor, such amount may, at Mortgagee's option, be added to the Principal Balance of the Note ("Principal Balance") and will bear interest at the Default Rate, as defined in the Note.

4. Casualty Loss/Restoration Construction. Unless Mortgagee determines, in its sole discretion, pursuant to the provisions in Paragraph B.1., to apply the insurance proceeds to the reduction of the Indebtedness, Mortgagor will promptly commence and diligently pursue to completion the repair, restoration and rebuilding of the Property that has been partially damaged or destroyed in full compliance with all legal requirements and to the same condition, character and at least equal value and general utility as nearly as possible to that existing prior to such damage or destruction. Mortgagor further agrees: to complete same in accordance with plans and specifications satisfactory to Mortgagee, to allow Mortgagee to inspect the Property at all times during construction and to replace any work or materials unsatisfactory to Mortgagee within fifteen (15) days after notice from Mortgagee of such fact. If said work upon the construction or restoration of the building or buildings is discontinued for a period of fifteen (15) days, Mortgagee may, at its option, also enter into and upon the Property and complete the construction or restoration of said building or buildings. Mortgagor gives Mortgagee full authority and power to make such entry and to enter into such contracts or arrangements as may be necessary to complete or restore said building or buildings and all monies expended by Mortgagee in connection with such completion or restoration will be added to the Principal Balance and secured by these presents and will be payable by Mortgagor on demand with interest at the Default Rate.

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5. Insurance.

- (a) Property and Other Insurance. Mortgagor will obtain and maintain in full force and effect during the term of this Mortgage such insurance as Mortgagee may reasonably require from time to time by notice to Mortgagor, including, without limitation, insurance providing (i) protection against fire, extended coverage and other all risk perils, including flood (where required) and other coverage as deemed appropriate by Mortgagee from time to time, with endorsements for waiver of subrogation, replacement cost coverage, inflation adjustment, and vandalism and malicious mischief coverage, all in amounts not less than the full replacement cost of all improvements including the cost of debris removal, (ii) comprehensive general public liability coverage with a broad form coverage endorsement with limits of \$2,000,000 for aggregate liability and a single limit of \$1,000,000, and (iii) business interruption and/or rent loss insurance (equal to twelve (12) months annualized income).
- (b) Insurance Companies and Policies. All insurance will be written by a company or companies acceptable to Mortgagee with an A- or better rating by A.M. Best Company, Inc. The policies described in Paragraphs 5a(i) and (iii) above will contain (i) a standard mortgagee clause naming Mortgagee as the first mortgagee with loss proceeds under the policies payable to Mortgagee, and (ii) a waiver of subrogation endorsement as to Mortgagee. The policy described in Paragraph 5a(ii) above must name Mortgagee as an additional named insured, and the policy described in Paragraph 5a(iii) above must provide that all proceeds be payable to Mortgagee. Each policy described above will provide for a thirty (30) day notice of cancellation or modification, will be satisfactory to Mortgagee as to form and substance, and will contain endorsements that no act or negligence of Mortgagor or any occupant, and no occupancy or use of the Trust Property for purposes more hazardous than permitted by the terms of the policy will affect the validity or enforceability of such insurance as against Mortgagee. Each policy must be in full force and effect as of the date of recording this Mortgage, must contain such additional provisions as Mortgagee deems necessary or desirable to protect its interest, and must be accompanied by proof of premiums paid for the current policy year. All such insurance must be written in amounts sufficient to prevent Mortgagor from becoming a co-insurer under the applicable policies. Mortgagor will provide acceptable ACORD Form certificates evidencing insurance coverage to Mortgagee thirty (30) days prior to any policy expiration date or in the event any policy is modified or canceled.
- (c) Blanket Policy. If a blanket policy is issued, Mortgagor will furnish Mortgagee with a certified copy of said policy, together with a certificate indicating that Mortgagee is the insured under said policy in the proper designated amount.
- (d) Notice of Loss. In the event of loss, Mortgagor will immediately notify Mortgagee. Mortgagee may make proof of loss if it is not made promptly by Mortgagor.
- (e) Insurance Obtained by Third Party. If insurance is provided to Mortgagee by a tenant or any party other than Mortgagor, there is a lapse in coverage, coverage is not with a company acceptable to Mortgagee with an A Category or better rating, coverage is not in an amount equal to the full replacement value of the

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improvements, or coverage does not in any other way meet conditions required by Mortgagee, Mortgagor will provide coverage within thirty (30) days of being notified by Mortgagee of any inadequacy in coverage. If Mortgagee does not receive proof of such coverage within thirty (30) days, Mortgagee may force place insurance until proof of coverage which meets the conditions of the Loan is received. Premiums for this force place coverage are at rates higher than Mortgagor could obtain, and payment will be the responsibility of Mortgagor, provided that at Mortgagee's sole option, Mortgagee may add the cost of such premiums to the Principal Balance.

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in the Property. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Property. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the Property, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

6. Defense. Mortgagor will appear in and defend any action or proceeding purporting to affect the property or any Loan Document or the rights or powers of Mortgagee and will pay all costs and expenses, including cost of evidence of title and Attorney Fees.

7. Taxes and Assessments. Mortgagor will pay, at least ten (10) days before the due date, all taxes and assessments affecting the Property or upon this Mortgage or the debt secured thereby, or against Mortgagee by reason of the ownership of this Mortgage and the Note, or either of them, including assessments on appurtenant water stock. Mortgagor will also pay, when due, all encumbrances, charges and liens, with interest, on the Property, which appear to be prior or superior hereto and will deliver to Mortgagee upon request the official receipt(s) showing payment thereof and recorded releases therefor, and will pay all costs, fees and expenses of this Mortgage. The foregoing does not in any way constitute the consent of Mortgagee to Mortgagor placing, or allowing to be placed, any encumbrances, charges, or liens against the Property, whether superior or inferior to the liens, rights, and security interests created in this Mortgage.

8. Monthly Deposits. Unless this covenant is prohibited by Law or waived in writing by Mortgagee, Mortgagor will pay each year to Mortgagee, together with and in addition to the monthly payments of principal and interest payable under the terms of the Note, until the Note is fully paid, in equal monthly installments, the estimated amount of the annual property taxes, assessments, insurance premiums and similar charges next payable, as estimated by Mortgagee. If at any time Mortgagee determines that such payments will not be sufficient to account for each such charge on its due date (and in the case of annual property taxes, on the due date of the first installment thereof), Mortgagor will pay to Mortgagee, upon demand, additional sums as necessary to account for such deficiency. Mortgagee may retain the sums received under this Paragraph and apply them to such charges when they (and in the case of annual property taxes, the first installment thereof) become due. Sums received will not earn interest and may be commingled with other funds of Mortgagee. If Mortgagee is required by Law to pay interest on these sums, Mortgagee may, to the extent permitted by Law, impose a charge for holding and disbursing such funds. In the Event of a Default under any Loan Document, Mortgagee may apply

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the sums required under this Paragraph (without prepayment fee and without limiting the privilege, if any, to prepay any amounts secured hereby) first to accrued interest and then to the Principal Balance secured hereby. As an additional covenant hereof, and in any event if the foregoing provision for prepayment is at any time prohibited by Law, or waived in writing by Mortgagee, or Mortgagor fails to make payments in the full amount required under this Paragraph, Mortgagor will pay such charges when they (and in the case of annual property taxes, the first installment thereof) are due and, upon demand, provide Mortgagee with satisfactory evidence of payment and coverage.

9. Leases. Mortgagor will fully perform all the terms and conditions on Mortgagor's part to be performed in any existing or future lease with respect to which Mortgagor is lessor covering the Property. Mortgagor will not, without the prior consent of Mortgagee, terminate, cancel or accept the surrender of, or suffer or permit the termination, cancellation or surrender of such lease, except upon the expiration of the term thereof, or materially modify or alter, or suffer or permit the material modification or alteration of such lease. Mortgagor further covenants and agrees not to enter into any lease for a term in excess of three (3) years for fifteen percent (15%) or more of the net rentable area of the Property without the prior written consent of Mortgagee.

10. Fees for Information. Mortgagor will pay Mortgagee, to the extent permitted by Law, a reasonable fee, as determined by Mortgagee, for providing to Mortgagor or a third party a statement concerning the obligations secured by this Mortgage or any other information requested by Mortgagor or the third party.

11. Security Agreement.

- (a) Grant of Security Interest. With respect to any of the Property which constitutes personal property or fixtures governed by the Uniform Commercial Code of the State of Illinois or where Mortgagor is organized ("Code"), this Mortgage constitutes a security agreement between Mortgagor as Debtor and Mortgagee as Secured Party, and Mortgagor hereby grants to Mortgagee a security interest in such Property. Cumulative of all other rights of Mortgagee hereunder, Mortgagee has all of the rights conferred upon secured parties by the Code. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and will bear all costs and expenses of any searches reasonably required by Mortgagee.
- (b) Rights of Mortgagee. Mortgagee may exercise any or all secured party remedies under the Code, and it is agreed that if, upon an Event of Default, Mortgagee proceeds to dispose of such property in accordance with the provisions of the Code, ten (10) days written notice by Mortgagee to Mortgagor will be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Mortgagee may, at its option, dispose of such property in accordance with Mortgagee's rights and remedies with respect to the real property pursuant to the provisions of this Mortgage, in lieu of proceeding under the Code.
- (c) Change in Mortgagor's Name. Mortgagor will give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity, or corporate structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that

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Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any applicable Property.

- (d) Fixture Filing. With respect to those items of the Property that are or will become fixtures upon the Property, this Mortgage is effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as Secured Party, at the address of Mortgagee, below. The mailing address of Mortgagor, as Debtor, is below.

12. Restrictive Uses. Mortgagor will not, without Mortgagee's prior written consent, change the general nature of the occupancy of the Property, initiate, acquire or permit any change in any public or private restrictions (including without limitation a zoning reclassification) limiting the uses which may be made of the Property, or take or permit any action which would impair the Property or Mortgagee's lien or security interest in the Property.

13. Changes In Use. If Mortgagor, Borrower or a related entity or person occupies or leases the Property, Mortgagor will make no change in the use or occupancy of the Property or otherwise limit the uses which may be made of the Property without Mortgagee's prior written consent.

B. It is mutually agreed that:

1. Application of Insurance or Condemnation Proceeds. All sums paid under any insurance policy or condemnation award will be paid to the Mortgagee, at its option. Mortgagee agrees to allow the use of sums paid for repair and reconstruction of the Property provided:

- (a) there exists no Event of Default or no other event which with the passing of time or the giving of notice or both would constitute an Event of Default under any Loan Document;
- (b) all proceeds and additional funds deposited by the Mortgagor with Mortgagee prior to the commencement of any repair or reconstruction are adequate, as determined by Mortgagee, to complete repair and reconstruction of the Property pursuant to plans and specifications approved by Mortgagee;
- (c) if, in Mortgagee's determination, the Loan to value ratio, upon completion of repair or restoration, will exceed seventy-five percent (75%), the Principal Balance will be reduced to an amount which, reduces the Loan to value ratio, as calculated by Mortgagee, to no more than seventy-five percent (75%). In such a case, the remaining monthly payments of principal and interest may be adjusted to amortize the reduced Principal Balance over the remaining term of the Loan, at Mortgagee's discretion. Any amount prepaid under this provision may be paid without a prepayment fee, provided however, any additional amount Mortgagor desires to prepay, if any, will be subject to applicable prepayment fees;
- (d) disbursement procedures acceptable to Mortgagee are in place;

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- (e) Mortgagee must have received acceptable estoppels, consents and assurances from municipal authorities, tenants in the Property, and others, as Mortgagee may request; and
- (f) Mortgagee has received evidence satisfactory to it, that reconstruction and/or repair can be completed at least three (3) months prior to the date the Note secured by this Mortgage is due and payable.

If the above conditions are not satisfied as to the application of the proceeds or any awards, Mortgagee will apply the same (after first deducting therefrom Mortgagee's reasonable expenses incurred in collecting the same, including but not limited to Attorney Fees) to the reduction of the Principal Balance without a prepayment fee or to payment of the restoration, repair, replacement or rebuilding of the property that is damaged, destroyed or taken in such manner as Mortgagee may determine.

If any proceeds are applied to the reduction of the Principal Balance, the remaining monthly payments of principal and interest will be reduced to amortize the reduced Principal Balance over the remaining amortization period of the Loan.

2. Non-Waiver. No waiver of any Event of Default will be considered a waiver of any other or subsequent Event of Default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted will be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time.

3. Release. When all sums secured hereby have been paid, and upon surrender of this Mortgage and the note for cancellation and retention, Mortgagee will release the lien of the Mortgage.

4. Assignment of Rents. As more fully described in the Assignment of Lessor's Interest in Leases of even date ("Assignment of Leases"), Mortgagor assigns to Mortgagee absolutely, not only as collateral, the Income of the Property and hereby gives to and confers upon Mortgagee the right, power and authority, during the continuance of this Mortgage, to collect the Income of the Property. To the extent the provisions of this paragraph are inconsistent with the terms of a separate Assignment of Leases, if any, the terms of the Assignment of Leases controls.

5. Mortgagee's Right to Cure and Defend. Should Mortgagor fail to make any payment or to do any act as provided any Loan Documents, Mortgagee, but without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, and Mortgagor authorizes Mortgagee to enter upon the Property for such purpose. Mortgagee may, before full payment of all sums secured by this Mortgage: appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; pay, purchase, contest or compromise any encumbrance, charge or lien which, in the judgment of either, appears to be prior or superior to the liens, rights and security interests created in this Mortgage; and, in exercising any power conferred by this Mortgage, pay necessary expenses, employ counsel and pay reasonable fees therefor (including fees on appeal). Mortgagor agrees to repay immediately and without demand all sums so expended by Mortgagee with interest from date of expenditure at the Default Rate.

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6. Default; Acceleration; Default Rate. Time is material and of the essence hereof with respect to the payment of any sums of any nature by and the performance of all duties or obligations of Mortgagor. The occurrence of an "Event of Default" as that term is defined in the Note constitutes an "Event of Default" under the Loan Documents including this Mortgage. Upon an Event of Default, Mortgagee may declare all sums secured hereby immediately due and payable, without notice except as described in Paragraph B.19. Any sum not paid as provided herein or in the Loan Documents will bear interest from such due date at the Default Rate. If an Event of Default occurs during a period of time in which prepayment is permitted only on payment of a prepayment fee, such fee will be computed as if the sum declared due on an Event of Default were a prepayment and will be added to the.

7. Foreclosure. Mortgagee may foreclose this Mortgage like a mortgage and obtain a decree foreclosing Mortgagor's interest in all or any part of the Property.

8. Proceeds of Sale. Attorney Fees for services in the supervision of foreclosure proceedings will be allowed as part of the costs of foreclosure. After deducting all costs, fees and expenses of this Mortgage, including cost of evidence of title in connection with foreclosure, Mortgagee will apply the proceeds of any sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

9. Expenses and Attorney Fees. As more fully described and defined in the Note, Mortgagor agrees to promptly pay to Mortgagee all Attorney Fees.

10. Waiver of Defenses; Interpretation. The right to plead any Statute of Limitations in any suit brought upon any Loan Document or the Indebtedness or to foreclose or enforce this Mortgage or arising by reason of any Event of Default is waived to the full extent permissible by Law. The term Mortgagee will mean the owner and holder, including pledgees, of the Note, whether named as Mortgagee herein. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

11. Due on Sale or Encumbrance.

(a) Generally. The Loan is personal to Mortgagor and not assignable. In making it, Mortgagee has relied on Mortgagor's credit, Mortgagor's interest in the Property, and the financial market conditions at the time the Loan is made. Except as described in Subparagraphs 0 and 0 below, in the event of a sale, conveyance, transfer or encumbrance, directly or indirectly, either voluntarily, involuntarily or by operation of Law, of the title to or possession of the Property (a "Transfer"), Mortgagee may declare the entire balance of this Loan immediately due and payable. In such event, and to the extent permitted by Law, a prepayment charge calculated in accordance with the prepayment provisions of the Note will be added to the sum due and payable. Alternatively, the provisions in the Loan Documents may be modified, at Mortgagee's sole option, to conform to provisions being offered by Mortgagee in similar loans at the time Mortgagee's waiver is sought, or in the event Mortgagee is not offering similar loans at such time, on such reasonable terms as Mortgagee may determine.

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- (b) Transfer Examples. For the purpose of, and without limiting the generality of the foregoing, the occurrence at any time of any of the following events, will constitute a Transfer:
- (i) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the legal and/or equitable title to the Real Property;
 - (ii) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any share of stock of Mortgagor if Mortgagor is a corporation;
 - (iii) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any general partnership interest in Mortgagor if Mortgagor is a partnership; or
 - (iv) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any member's interest in Mortgagor if Mortgagor is a limited liability company.

Transfers between or among existing shareholders, partners, or members of Mortgagor will not constitute Transfers so long as the Loan is not in an Event of Default at the time of such transfers and Mortgagee receives prompt written notice of such transfers.

- (c) Permitted Borrower Release and Third-Party Transfer. If Mortgagor makes a written request to Mortgagee ("Transfer Request") for a third-party transfer, Mortgagee will waive its acceleration and prepayment call rights under Paragraph B.11(a), and release Borrower from liability for the Loan, if the Loan is not then in an Event of Default and all of the following conditions are met:
- (i) The following items, all of which must be satisfactory to Mortgagee, in its sole and absolute discretion, will be submitted to Mortgagee with the Transfer Request:
 - (A) The identity and organizational documents for the purchaser of the Property;
 - (B) The financial statements, financial strength, tax returns and credit history of the purchaser;
 - (C) The current rent roll for the Property;
 - (D) The operating statements for the Property:
 - (i) A current year-to-date; and
 - (ii) The two most recent years/historical;
 - (E) The current leases for the Property;

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- (F) A current environmental inspection report for the Property;
 - (G) The sale agreement and related documents; and
 - (H) A detailed description of the source of the purchaser's equity in the Property.
- (ii) The purchaser evidences a history of property management satisfactory to Mortgagee or contracts for management of the Property with a property management firm satisfactory to Mortgagee.
 - (iii) If the amount then due on the Note exceeds seventy percent (70%) of the sale price of the Property, Mortgagor must pay down the balance due on the Note to an amount which does not exceed seventy percent (70%) of the sales price and the remaining monthly payments of principal and interest may be adjusted to amortize the reduced Principal Balance over the remaining term of the Loan, at Mortgagee's discretion. Any amount prepaid under this provision may be paid without a prepayment fee, provided however, any additional amount Mortgagor or the purchaser desires to prepay, if any, will be subject to applicable prepayment fees.
 - (iv) The purchaser and Borrower promptly sign and deliver to Mortgagee, Mortgagee's assumption and release documents.
 - (v) Mortgagor furnishes to Mortgagee, at Mortgagor's expense, an endorsement to Mortgagee's title insurance policy insuring the continued validity, enforceability, and priority of the Mortgage following the assumption and release. The form and content of the endorsement must be satisfactory to Mortgagee. If required by the Mortgagee or the title insurer, the Mortgagor will furnish estoppel and subordination agreements from tenants of the Property and other necessary parties in form and substance acceptable to the Mortgagee and the title insurer.
 - (vi) In the event the Loan was made with a requirement imposed upon the Mortgagor to complete any specified repairs of the Property, the Mortgagor will not be entitled to a consent by Mortgagee pursuant to the terms of this provision until such repairs have been completed to Mortgagee's satisfaction.
 - (vii) The Mortgagee may, at its option, require tax reserves as referred to in Paragraph A.8 of this Mortgage, whether previously waived conditionally or otherwise as a condition to its consent.
 - (viii) Mortgagee is paid a lump sum fee of one percent (1%) of the Principal Balance.
 - (ix) The payment of a transfer fee to Mortgagee's designated servicing agent in an amount equal to one percent (1%) of the Principal Balance.
 - (x) Without limiting the generality or effect of the foregoing, waiver by Mortgagee of its right to accelerate the Loan upon any transfer or contract

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to transfer, or to require satisfaction of the conditions set forth in this subparagraph, will not be deemed a waiver by Mortgagee of its right to accelerate the Loan upon any other transfer or contract to transfer or of its right upon such transfer or contract to transfer to require satisfaction of the conditions set forth above in this subparagraph.

- (d) Permitted Related-Party Transfer. If Mortgagor or any Borrower (including existing shareholders, members or partners) makes a Transfer Request for a related-party transfer, Mortgagee will waive its acceleration and prepayment call rights under Subparagraph (a), if the Loan is not then in an Event of Default and the following conditions are met:
- (i) Mortgagee is paid a lump sum fee of \$1,000.00, plus payment of recording, title and/or Attorney Fees, if any;
 - (ii) Mortgagor and/or Borrower, as applicable, and the transferee promptly sign and deliver to Mortgagee, Mortgagee's assumption documents whereby the transferee assumes liability for payment and performance of the Loan Documents, all to the same extent of Mortgagor's and/or Borrower's liability, as applicable, which will remain primary and will not be released; and
 - (iii) The transferee is:
 - (A) The spouse and/or issue of Mortgagor or Borrower, as applicable;
 - (B) The trustee(s) of a testamentary trust for the benefit of the spouse and/or issue of Mortgagor or Borrower, that succeeded to Mortgagor's or Borrower's interest upon Mortgagor's or Borrower's death, divorce or legal separation;
 - (C) The trustee(s) of an inter vivos trust established by Mortgagor or Borrower for estate planning purposes, provided that Mortgagor or Borrower, as applicable, is a trustee of such trust at the time of transfer; or
 - (D) A new entity established for estate planning purposes, composed of Mortgagor, Mortgagor's principals, and/or Mortgagor's spouse and/or issue or Borrower, Borrower's principals, and/or Borrower's spouse and/or issue, as applicable.

12. Deficiency. Except as limited in the Note, if applicable, Mortgagor consents to a personal deficiency judgment for any part of the Indebtedness which will not be paid by the sale of the Property, unless such judgment is prohibited by Law. Any Mortgagor who is a married person hereby agrees that recourse may be had against his or her other property, however owned, but without creating any lien or charge thereon, for any deficiency due after sale of the Property; except that this provision will not apply in the case of a Mortgagor who executes this Mortgage but not the Note secured hereby.

13. Waiver of Rights Regarding Property. To the extent permitted by Law, Mortgagor hereby releases and waives: (a) all rights to any homestead exemption in the Property; (b) all

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rights of dower and curtesy in the Property; and (c) all rights to possession of the Property during any period allowed by Law for redemption. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF MORTGAGOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

14. Waiver of Right to Marshal. Mortgagor, for Mortgagor and for all persons hereafter claiming through or under Mortgagor or who may at any time become holders of liens junior to the lien of this Mortgage, waives and releases all rights to direct the order in which any of the Property will be sold in the event of any sale or sales and to have the Property and/or any other property now or hereafter constituting security for any of the Indebtedness marshaled upon any foreclosure of this Mortgage or of any other security for any of the Indebtedness.

15. Severability. In the event any provision contained in this Mortgage will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Mortgage, but this Mortgage will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Signature on Mortgage Only. Notwithstanding any other provision of this Mortgage, any person who executes this Mortgage, but not the Note secured hereby, will have no personal liability on the Note or for any deficiency judgment which may be obtained upon foreclosure of this Mortgage. Such persons jointly and severally waive presentment, demand, protest, notice of intent to accelerate the Note, notice of acceleration of the Note, and all notices and agree that Mortgagee, without notice to them or their consent, and upon such terms as Mortgagee may deem advisable, and without affecting in any way Mortgagee's rights hereunder as against the Property, may:

- (a) Extend, release, surrender, exchange, compromise, discharge or modify any right or obligation secured by or provided by this Mortgage or any other instrument securing the Note, or
- (b) Take any other action which Mortgagee may deem reasonably appropriate to protect its security interest in the Property.

17. Governing Law. The Law of the State of Illinois governs the validity, interpretation, construction and performance of this Mortgage. Mortgagor irrevocably submits to the jurisdiction of any state or federal court in the State where the Property is located in any action or proceeding brought to enforce or otherwise arising out of or relating to this Mortgage, and waives any claim that such forum is an inconvenient forum.

18. Financial Statements. Within sixty (60) days of the close of each calendar year, Mortgagor will furnish Mortgagee, at Mortgagor's expense, all in a form satisfactory to Mortgagee and certified by Borrower or guarantors, as the case may be, with (a) annual statement of operations of the Property, stating that such annual statement presents fairly the financial condition of the Property being reported upon and has been prepared in accordance with sound accounting principles consistently applied, (b) the financial statement for any tenants in whom Mortgagor and/or Borrower has a controlling interest, and (c) Borrower's financial statement, if Borrower is not an individual. The annual operating statement will include an annual rent

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schedule, and a schedule of gross receipts of each tenant who is obligated to pay additional rent based on a percentage of gross receipts.

19. Notice and Opportunity to Cure. Notwithstanding any other provision of this Mortgage, Mortgagee will not accelerate the sums secured because of a nonmonetary default (defined below) unless Mortgagor fails to cure the Event of Default within thirty (30) days of the earlier of the date on which Mortgagee mails or delivers written notice of the Event of Default to Mortgagor. For purposes of this Mortgage, the term "nonmonetary default" means a failure by Mortgagor or any other person or entity to perform any obligation contained in any Loan Documents, other than the obligation to make payments provided for in the Note or any other Loan Document. If a nonmonetary default is capable of being cured and the cure cannot reasonably be completed within the thirty (30) day cure period, the cure period will be extended up to sixty (60) days so long as Mortgagor has commenced action to cure within the thirty (30) day cure period, and in Mortgagee's opinion, Mortgagor is proceeding to cure the Event of Default with due diligence. No notice of an Event of Default and no opportunity to cure will be required if during any 12-month period Mortgagee has already sent a notice to Mortgagor concerning the Event of Default in the performance of the same obligation. None of the foregoing will be construed to obligate Mortgagee to forebear in any other manner from exercising its remedies and Mortgagee may pursue any other rights or remedies which Holder may have because of an Event of Default.

20. Notices. Except as otherwise provided in this Mortgage, all notices required or permitted under this Mortgage must be in writing and may be telecopied, delivered by hand or a nationally recognized overnight courier service, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Mortgagor/Debtor:

FEPH-401, LLC
1470 Abbot Drive
Elgin, Illinois 60123

If to Mortgagee/Secured Party:

Standard Insurance Company
Attn: Mortgage Loan Servicing T3A
10265 NE Tanasbourne Drive
Hillsboro, OR 97124

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by notice to the other parties. Notices and consents given by mail in accordance with this paragraph will be deemed to have been given on the date of dispatch; notices and consents given by any other means will be deemed to have been given when received.

21. Dissemination of Information. If Mortgagee determines at any time to sell, transfer or assign the Note or this Mortgage and the other security documents, and any or all servicing rights, or to grant participations, Mortgagee may provide to any prospective purchaser, transferee, assignee, participant or rating agency and their agents and successors, all documents and information Mortgagee has or may acquire relating to this Loan, Mortgagor, Borrower, any guarantors and/or indemnitors, if applicable, and the Property.

22. ERISA. Borrower will not engage in any transaction which could cause this Loan or any action taken hereunder to be a non-exempt prohibited transaction under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Borrower is not an employee benefit plan or a governmental plan under ERISA. Borrower's assets do not constitute plan assets

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under ERISA. Borrower will indemnify and hold Mortgagee harmless for any and all ERISA or state-related liability or losses.

23. Non-Foreign Person. Mortgagor is not a "foreign person" as defined by the IRS.

24. Entire Agreement. This Mortgage, the Note and any other security agreements securing the Note constitute the entire and complete agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous understandings, arrangements and commitments, all of which, whether oral or written, are merged herein. This Mortgage will bind and inure to the benefit of the parties to this Mortgage and any heir, executor, administrator, successor or assignee thereof acquiring an interest hereunder consistent with Paragraph B 11 above.

25. Additional Provisions Relating To Condominium Declaration.

- (a) The Property is subject to a Condominium Declaration dated March 31, 1999, recorded as instrument number 99310979, in the real property records of Cook County, Illinois (the "Declarations"). The provisions contained in this Mortgage shall be deemed to be obligations of Mortgagor in addition to Mortgagor's obligations with respect to similar matters under which Mortgagor is obligated under the Declaration and shall not restrict or limit Mortgagor's duties and obligations to keep and perform promptly all of its covenants, agreements and obligations as unit owner under the Declaration.
- (b) Mortgagor shall at all times fully perform and comply with all the agreements, covenants, terms and conditions imposed upon the unit owner under the Declaration, and if Mortgagor shall fail so to do, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default thereunder. At Mortgagee's request, Mortgagor will submit satisfactory evidence of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).
- (c) Upon receipt by Mortgagee from the Association of Unit Owners under the Declaration (the "Association") of any written notice of default by Mortgagor or any other party as unit owner thereunder, Mortgagee may rely thereon and take such action as aforesaid to cure such default even though the existence of such default or the nature thereof be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagee may be paid and expend such sums of money as Mortgagee in its sole discretion deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee, immediately and without demand, all such sums so paid and expended by Mortgagee, together with interest thereon from the date of each such payment at the rate (the "Demand Rate") of two percent (2%) in excess of the then current rate of interest under the Note. All sums so paid and expended by Mortgagee, and the interest thereon, shall be added to and be secured by the lien of this Mortgage.
- (d) Release or forbearance of any of Mortgagor's obligations under the Declaration, pursuant to the Declaration or otherwise, shall not release Mortgagor from any of Mortgagor's obligations under this Mortgage.

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- (e) Mortgagor shall advise Mortgagee in writing of the giving of any notice to Mortgagor by the Association under the Declaration of any default by Mortgagor as unit owner thereunder in the performance or observance of any of the terms, conditions and covenants to be performed or observed by Mortgagor thereunder and to deliver to Mortgagee a true copy of each such notice.
- (f) If any action, proceeding, motion or notice shall be commenced or filed in respect of the Association in connection with any case (including a case commenced or filed under the Bankruptcy Code), Mortgagee shall have the option, to the exclusion of Mortgagor, exercisable upon notice from Mortgagee to Mortgagor, to conduct and control any such litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor agrees to execute any and all powers, authorizations, consents or other documents required by Mortgagee in connection therewith. Mortgagor shall, upon demand, pay to Mortgagee all costs and expenses (including attorneys' fees) paid or incurred by Mortgagee in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by Mortgagor as aforesaid shall be secured by the lien of this Mortgage and shall be added to the principal amount of the indebtedness secured hereby. Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Declaration in any such case without the prior written consent of Mortgagee.
- (g) Mortgagor will use its best efforts to obtain and deliver to Mortgagee within twenty (20) days after written request by Mortgagee, an estoppel certificate from the Association setting forth (i) the name of the unit owner, (ii) that the Declaration has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (iii) the common expenses payable under the Declaration, (iv) the date to which all common expenses have been paid by Mortgagor as unit owner under the Declaration, (v) whether there are any alleged defaults by Mortgagor under the Declaration and, if so, setting forth the nature thereof in reasonable detail, and (vi) as to such other matters as Mortgagee may reasonably request.
- (h) Mortgagor represents and warrants to Mortgagee that as of the date hereof, no default under the Declaration has occurred and is continuing.
- (i) So long as the Association maintains, with and insurance carrier satisfactory to Mortgagee, a "master" or "blanket" policy on the Condominium which is satisfactory to Mortgagee and which provides insurance coverage in the amounts, for the periods, and against the hazards Mortgagee requires, including fire and hazards included within the term "extended coverage," then Mortgagor's obligation under this Mortgage to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Association policy. Mortgagor shall give Mortgagee prompt notice of any lapse in required hazard insurance

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coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Mortgagee for application to the sums secured hereby, with any excess paid to Mortgagor.

- (j) Mortgagor shall take such actions as may be reasonable to insure that the Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

- (k) The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

- (l) Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Condominium Documents;
- (iii) termination of professional management and assumption of self-management of the Association; and/or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Association unacceptable to Mortgagee.

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(signatures on following page)

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SIGNATURE OF MORTGAGOR

FEPH-401, LLC,
an Illinois limited liability company

By: First Equity Property Holdings, LLC,
an Illinois limited liability company,
Manager

By: 

Timothy Gallagher, Manager

ACKNOWLEDGMENTS FOR EACH MORTGAGOR MUST BE ATTACHED IN
SIZE AND FORM AS REQUIRED BY STATE LAW.

Property of Cook County Clerk's Office

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State of Illinois

County of Kane

I, Vincenza Costante a Notary Public in and for said County and State, do hereby certify that Timothy P. Gallagher personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Timothy P. Gallagher signed and delivered the said instrument as Per 401, LLC free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal, this 22 of March, 2022.

Vincenza C Costante
Notary Public

My commission expires: 9/25/23



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EXHIBIT "A" LOAN NO. C1122702

PARCEL 1:

THAT PART OF LOTS 19 AND 20 (EXCEPTING THEREFROM THE WESTERLY 4 FEET THEREOF) TAKEN AS A SINGLE TRACT OF LAND WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.43 FEET CHICAGO CITY DATUM AND NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 6.52 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 4.87 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 75.90 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 42.96 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 30.78 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 60.06 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 45.12 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 102.92 FEET TO THE PLACE OF BEGINNING ALL IN THE CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 19 AND 20 (EXCEPTING THEREFROM THE WESTERLY 4 FEET THEREOF) TAKEN AS A SINGLE TRACT OF LAND WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.43 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.63 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 243.07 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 6.80 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 29.68 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 52.15 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 11.16 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 14.98 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 0.93 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 9.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 9.31 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 3.90 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 4.38 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 3.90 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 3.94 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 27.67 FEET TO THE PLACE OF BEGINNING, ALL IN THE CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR STRUCTURAL SUPPORT, ENCLOSURE, INGRESS AND EGRESS, UTILITY SERVICES AND OTHER FACILITIES AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED AS DOCUMENT NUMBER 99310978.