

ATC-42043 21

UNOFFICIAL COPY

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2216017129 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/09/2022 01:22 PM Pg: 1 of 26

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 14-05-203-011-1349

Address:

Street: 6301 N SHERIDAN ROAD APT 10V

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60660

Lender: VERISTONE FUND I, LLC

Borrower: ARROW HOLDING PROPERTIES, LLC

Loan / Mortgage Amount: \$86,250.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is not owner-occupied.

Certificate number: B2BCAD75-803B-4757-9CB2-D3CC083F5E6D

Execution date: 5/27/2022

UNOFFICIAL COPY

Acuity Title
5301 Dempster St., Suite 206
***** Skokie, IL 60077 *****

Filed for Record at Request of;
After Recording, Return to:

Veristone Fund I, LLC
6725 116th Ave Ne Suite 210
Kirkland, WA 98033

MORTGAGE, ASSIGNMENT OF RENTS, AND FIXTURE FILING

(Illinois)

Mortgagor: Arrow Holding Properties, LLC

Mortgagee: Veristone Fund I, LLC

Legal Description

(abbreviated): See attached on EXHIBIT A

☒ Complete legal on EXHIBIT A

Assessor's Tax Parcel Identification No(s): 14-05-203-011-1349 and 27-29-313-007-0000 and 27-24-112-007-0000

Reference Nos. of Documents Released or Assigned:

Loan #: 2021.0319 Subject

This Mortgage is a Security Agreement and Financing Statement under Article 9 of the Uniform Commercial Code, with Mortgagor as Debtor and Mortgagee as Secured Party.

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, ASSIGNMENT OF PERMITS, CONTRACTS, AND PLANS, AND FIXTURE FILING (the "**Mortgage(s)**") dated this 24th day of May, 2022, is made by and among Arrow Holding Properties, LLC (the "**Mortgagor**") , whose address is 15774 S La Grange Rd, Unit 301, Orland Park, IL 60462; and Veristone Fund I, LLC, a Limited Liability Company, (the "**Mortgagee**"), whose address is 6725 116th Ave Ne Suite 210 Kirkland, WA 98033. Mortgagor is also referred to herein as "**Borrower**" and Mortgagee as "**Lender**".

UNOFFICIAL COPY

ARTICLE 1 MORTGAGE AND SECURED OBLIGATIONS

1.1. Mortgage. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 for the benefit of Lender, Borrower hereby irrevocably and unconditionally grants, transfers, bargains, conveys and assigns to Lender with right of entry and possession, and grants a security interest in, all estate, right, title and interest that Borrower now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "*Collateral*"), which Collateral is not used principally or primarily for agricultural or farming purposes:

1.1.1. Land, Appurtenances, Easements. That certain real property and all interests therein located in Cook County, Illinois, more particularly described in **EXHIBIT A** attached hereto and incorporated herein by this reference, together with all existing and future easements, access rights, appurtenances, privileges, licenses, hereditaments, franchises and tenements, including all minerals, oil, gas, and other commercially valuable substances that may be in, under or produced from any part of it (collectively, the "*Land*");

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

1.1.3. Related Real Property and Improvements. All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in EXHIBIT A or not, that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements;

1.1.4. Leases and Licenses. All existing and future leases, subleases, subtenancies, licenses, occupancy agreements, and concessions ("*Leases*") relating to the use and enjoyment of all or any part of the Project (defined below), and any and all deposits, guaranties and other agreements relating to or made in connection with any of the Leases;

1.1.5. Goods, Materials, Fixtures, Etc. All goods, materials, supplies, chattels, furniture, appliances, furnishings, fixtures, equipment, inventory, general intangibles, and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Project, whether stored on the Land or elsewhere, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Mortgage;

UNOFFICIAL COPY

1.1.6. Construction Materials and Equipment. All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into, or installed in or about the Land or Improvements;

1.1.7. Borrower Funds. All of Borrower's interest in and to the proceeds of the Secured Obligations (defined below), whether disbursed or not; all present and future monetary deposits given by Borrower to any public or private utility with respect to utility services

Property of Cook County Clerk's Office

UNOFFICIAL COPY

furnished to the Land or Improvements; and all accounts maintained by Borrower with Lender or any subsidiary or affiliate of Lender, including, without limitation, any accounts established in connection with the Secured Obligations;

1.1.8. Rent, Issues, and Profits. All income, rents, security or similar deposits, revenues, issues, royalties, profits, leases, earnings, products and proceeds of the Land or Improvements, including, without limitation, all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, insurance or condemnation proceeds, payments and deposits, and any proceeds from the sale of any lots comprising the Land and any Units, and any deposits on account thereof (collectively, the *"Rents, Issues and Profits"*);

1.1.9. Contracts and Plans. All construction contracts and subcontracts, consulting agreements, financing commitments and agreements, joint development agreements, service and maintenance agreements, marketing and listing agreements, lot reservation agreements, purchase and sale agreements, and other existing and future contracts relating to the Project, together with all deposits, escrows, payments, or other proceeds thereunder; and all plans and specifications for the construction of the Improvements (the *"Plans"*);

1.1.10. Miscellaneous Personal Property. Any and all personal property of any kind whatsoever, whether tangible or intangible, that is used or will be used in construction of, or is or will be placed upon or is derived from or used in any connection with the use, occupancy or enjoyment of, the Land or Improvements;

1.1.11. Books and Records. All books and records pertaining to any and all of the property described above, including records stored on computer readable media, and a limited sublicense to use the computer hardware or software necessary to access such records (*"Books and Records"*);

1.1.12. Additional Property. Any additional personal property otherwise set forth herein or listed on any UCC financing statement filed to perfect Lender's security interest hereunder; and

1.1.13. Proceeds. All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

The Land, Improvements, related real property, and all personal property now or hereafter installed on or used in connection with the Land and/or Improvements are collectively referred to herein as the *"Project."* The Project constitutes the bulk of, but not the entirety of, the Collateral.

1.2. Secured Obligations. Borrower makes the grant, conveyance, transfer and assignment set forth in Section 1.1 and grants the security interest set forth in Section 2.1 for the purpose of securing the following obligations (the *"Secured Obligations"*) in any order of priority that Lender may choose:

1.2.1. Promissory Note. Payment of all obligations at any time owing under that certain Promissory Note payable by Borrower, as maker, to the order of Lender, executed concurrently herewith (the *"Note"*), evidencing a loan from Lender to Borrower in the maximum outstanding principal amount of EIGHTY-SIX THOUSAND TWO HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$86,250.00) (the *"Loan"*), together with interest thereon and any modifications, extensions or renewals thereof, whether or

UNOFFICIAL COPY

not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes;

1.2.2. Loan Documents. Payment and/or performance of each and every other obligation of Borrower under the Note, this Trust Deed(s), and all other documents evidencing, securing, or otherwise governing the Loan (specifically excluding, however, for purposes of establishing the Secured Obligations, any obligations arising solely under any guaranty of the Secured Obligations or any indemnity agreement, or the substantial equivalent thereof, that by its terms is not secured hereby ("each an *"Independent Indemnity"*)), and any and all amendments, modifications, and supplements thereto (the *"Loan Documents"*), the provisions of which are incorporated herein by this reference; and

1.2.3. Modifications and Amendments. Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations

All persons who may have or acquire an interest in all or any part of the Collateral will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations.

ARTICLE 2 SECURITY AGREEMENT

2.1. Grant of Security Interest. This Mortgage creates a lien on the Collateral, and constitutes an absolute assignment of the Rents, Issues and Profits and of the Leases, all in favor of Lender. To the extent that any part of the Collateral or Rents, Issues and Profits and Leases may be, or are determined to be, personal property, Borrower, as debtor, hereby grants to Lender, as secured party, a security interest in such part of the Collateral and Rents, Issues and Profits and Leases as is determined to be personal property to secure payment and performance of the Secured Obligations. As to such personal property, this Mortgage constitutes a security agreement under the Uniform Commercial Code of the state of South Dakota (the *"Project State"*).

2.2. Perfection of Security Interest. Borrower hereby authorizes Lender to file one or more financing statements, continuation statements, financing statement amendments, and such other documents as Lender may from time to time require to perfect and to continue the perfection of Lender's security interest in any part of the Collateral or the Rents, Issues and Profits and Leases. Borrower shall pay all fees and costs that Lender may incur in filing such documents in public offices and in obtaining such record searches as Lender may reasonably require. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed as in any way derogating from or impairing the declaration and the stated intention of the parties hereto that the Collateral and all components thereof are, to the maximum extent possible, real property or otherwise impair the rights or obligations of the parties under this Mortgage .

UNOFFICIAL COPY

2.3. Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under the Uniform Commercial Code in effect in the Project State, as amended or recodified from time to time, covering any part of the Collateral that now is or later may become fixtures attached to the Land or Improvements.

2.4. Nature of Collateral. Borrower and Lender agree that the filing of a financing statement in the records having to do with personal property shall never be construed as in any way derogating from or impairing the declaration and the stated intention of the parties hereto that the Collateral and all components thereof are, to the maximum extent possible, real property, subject to Lender's right on default to exercise, in any manner permitted by applicable law, those remedies (a) available to Lender under this Mortgage, (b) available to Lender as a secured party under the provisions of the UCC, or (c) otherwise provided for by law or available in equity. Whenever Lender's security shall be deemed to include personal property, Lender shall be entitled to foreclose against such property in connection with and as a part of any judicial or nonjudicial proceeding against the real property secured hereby, the parties hereby acknowledging that such foreclosure constitutes a commercially reasonable method of selling such property, or, in Lender's sole discretion and as permitted by applicable law, to pursue any and all other remedies afforded a secured party under the UCC or other applicable law. In case of a default hereunder, Borrower agrees to assemble all such property and make it available to the Lender as secured party at a place to be designated by such party that is reasonably convenient to all parties.

ARTICLE 3 ASSIGNMENTS

3.1. Assignment of Rents.

3.1.1. Assignment. Borrower hereby irrevocably, presently, absolutely and unconditionally assigns and transfers to Lender: (a) the Rents, Issues and Profits, whether now due, past due, or to become due, together with the right, power and authority to collect the same, (b) all Leases by or through Borrower as lessor, written or oral, now in existence or hereafter arising, and any and all extensions or renewals thereof, together with the right, power and authority of Borrower to alter, modify or change the terms thereof or surrender, cancel or terminate the same, and (c) any and all guarantees of any obligations of any lessee under each of the Leases (a "*Lessee*"). The assignments in this Section are absolute assignments and irrevocable from Borrower to Lender and not merely the passing of security interests or assignments for security only. **3.1.2. Grant of License.** Lender hereby confers upon Borrower a license ("*License*") to collect and retain the Rents, Issues and Profits as they become due and payable, and to administer the Leases, so long as no Event of Default, as defined below, shall exist and be continuing. If an Event of Default has occurred and is continuing, such License shall terminate without notice to or demand upon Borrower, without regard to the adequacy of Lender's security under this Trust Deed(s).

3.1.3. Collection and Application of Rents, Issues and Profits. Subject to the License granted to Borrower under the above Section, Lender has the right, power, and

UNOFFICIAL COPY

authority to collect any and all Rents, Issues and Profits and administer the Leases. Borrower hereby appoints Lender its attorney-in-fact, coupled with an interest, to, at such times as Lender may choose in its sole discretion: a) demand, receive and enforce payment of any and all Rents, Issues and Profits; (b) give receipts, releases and satisfactions for any and all Rents, Issues and Profits; or (c) sue either in the name of Borrower and/or in the name of Lender for any and all Rents, Issues and Profits. Lender's right to the Rents, Issues and Profits does not depend on whether or not Lender takes possession of the Project as permitted hereunder.

3.1.4. Lender Not Responsible. Under no circumstances shall Lender have any duty to produce Rents, Issues and Profits from the Project. Regardless of whether or not Lender, in person or by agent, takes actual possession of the Project, Lender is not and shall not be deemed to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor under any Lease; (c) responsible for any waste committed by Lessees or any other parties, any dangerous or defective condition of the Project, or any negligence in the management, upkeep, repair or control of the Project; or (d) liable in any manner for the Project or the use, occupancy, enjoyment or operation of all or any part of it, except for such matters as may arise from the willful misconduct and bad faith of Lender.

3.1.5. Leasing. Borrower shall not lease the Project or any part of it unless permitted under the Loan Agreement, and then only strictly in accordance with the Loan Agreement. If any leasing is permitted, Borrower shall not accept any deposit or prepayment under any Lease for any rental period exceeding one month without Lender's prior written consent.

3.1.6. Rights of Tenants. Lender shall have the right at its option to foreclose this Mortgage subject to the rights of any tenant or tenants on the Collateral.

3.2. Assignment of Permits, Contracts, and Plans. In addition to and without in any way derogating from the security interest granted Lender in the Collateral, Borrower hereby assigns, grants, transfers, and sets over unto Lender, Borrower's right, title, and interest in, to, and under any and all permits, approvals, commitments, designs, plans, specifications, construction, architectural and engineering contracts, subcontracts, appraisals, listing agreements, and any and all other contracts for work product relating to development or construction on the Collateral or any part thereof, together with all amendments, modifications, supplements, revisions, and addenda thereto heretofore or hereafter prepared or executed (collectively, the "**Permits, Contracts, and Plans**").

3.2.1. Security for Loan. This assignment is made as additional security for the payment and performance of all of the Secured Obligations.

3.2.2. Liabilities. Lender does not assume any obligations or duties of Borrower under the Permits, Contracts, and Plans unless and until Borrower shall have been given written notice that Lender is exercising its right to complete or cause the completion of construction on the Collateral in accordance with the terms of the Loan Documents. If Lender does not directly undertake to complete development or construction of the Collateral, Lender may assign such Permits, Contracts, and Plans to, and such obligations and duties of Borrower in connection with the Permits, Contracts, and Plans shall be assumed by, the person or entity designated by the Lender for the purpose of

UNOFFICIAL COPY

completing such development or construction, and Lender shall have no liability whatsoever for the performance of any such obligations and duties.

3.2.3. Representations and Warranties of Borrower. Borrower represents and warrants to Lender that:

3.2.3.1. No Prior Assignments. There have been no prior assignments of its rights, title, and interest in, to, and under the Permits, Contracts, and Plans;

3.2.3.2. Authority. Borrower has full power and authority to assign its rights, title, and interest in, to, and under the Permits, Contracts, and Plans to Lender and no consents or approvals of any other person or entities are necessary in order for Borrower to validly execute, deliver, and perform this assignment; and

3.2.3.3. No Defaults or Modifications. All covenants, conditions, and agreements set forth in the Permits, Contracts, and Plans have been performed as required as of the date hereof and neither Borrower nor any other party is in default thereunder. Borrower shall not amend or modify any of the terms and conditions of the Permits, Contracts, and Plans without the prior written approval of Lender, nor shall Borrower assign, transfer, mortgage, or otherwise convey or encumber any of its rights, title, or interest in, to, or under the Permits, Contracts, and Plans so long as any of Borrower's obligations under the Loan Documents remain unfulfilled.

3.2.4. Attorney-in-Fact. Borrower hereby irrevocably constitutes and appoints Lender as its attorney-in-fact, coupled with an interest, upon the occurrence of any defaults hereunder or under any of the other Loan Documents, to demand, receive, and enforce any and all of Borrower's rights under and with respect to the Permits, Contracts, and Plans, and to perform any and all acts with respect to the Permits, Contracts, and Plans that Lender deems necessary or desirable with the same force and effect as if performed by Borrower in the absence of this assignment.

3.2.5. Assignment for Security. This assignment is for security purposes only. Lender shall have no right pursuant to this assignment to enforce Borrower's rights with respect to the Permits, Contracts, and Plans until Borrower is in default under any of its obligations to Lender pursuant to this Mortgage or any of the other Loan Documents. On the occurrence of any such default, Lender, without effecting any of its rights or remedies against Borrower under any other instrument, document, or assignment, may exercise its rights under this assignment or in any other manner permitted by applicable law, and in addition, Lender shall have and possess, without limitation, any and all rights and remedies of a secured party under the UCC or as otherwise provided by law.

3.2.6. Indemnity. Borrower shall indemnify and hold Lender harmless from and against any and all claims, demands, liabilities, losses, lawsuits, judgments, damages, costs and expenses, including, without limitation, attorneys' fees and costs, to which Lender may be exposed or which Lender may incur in exercising any of its rights under this assignment.

ARTICLE 4 RIGHTS AND DUTIES OF THE PARTIES

UNOFFICIAL COPY

4.1. Performance of Secured Obligations. Borrower shall promptly pay and perform each Secured Obligation in accordance with its terms.

4.2. Representations and Warranties. Borrower represents and warrants that, except as previously disclosed and accepted by Lender in writing:

4.2.1. Title to Land and Improvements. Borrower holds fee simple title to all of the Land and Improvements, subject only to such exceptions and encumbrances as have been approved in writing by Lender (the "*Permitted Exceptions*"), and Borrower has or will have good title to all portions of the Collateral other than the Land and Improvements.

4.2.2. Title to Personal Property. Borrower owns any portion of the Collateral that is personal property free and clear of any security agreements, reservations of title, or conditional sales contracts, and there is no financing statement affecting such personal property on file in any public office other than in Lender's favor.

4.2.3. Right to Encumber/Priority. Borrower has the full and unlimited power, right, and authority to encumber the Collateral and assign the Rents, Issues and Profits and Leases. Upon recording of this Mortgage and filing of a UCC Financing Statement with respect to any portion of the Collateral that is determined to be personal property, this Mortgage, Security Agreement, and Fixture Filing will create a first and prior lien on the Collateral that is subject and subordinate to no other liens except for the Permitted Exceptions.

4.2.4. Commercial Purposes. The Loan and the other Secured Obligations were obtained by Borrower and will continue to be used for commercial or business purposes, other than agricultural, timber, or grazing purposes, and not for personal, family or household purposes.

4.3. Taxes and Assessments. Borrower shall pay or cause to be paid when due all general real and personal property taxes, special and supplemental real and personal property taxes and assessments, license fees, license taxes, levies, charges, penalties, or other taxes or similar impositions imposed by any public or quasi-public authority or utility company that are or may become a lien upon the Collateral or any portion thereof or interest therein, or that may cause any decrease in the value of the Collateral or any part of it. Borrower shall also pay when due all real property taxes, assessments, levies and charges imposed by any public authority upon Lender by reason of its interest in the Collateral created hereby. All of the foregoing taxes, assessments and other charges payable by Borrower with respect to the Collateral are collectively referred to as the "*Impositions*". If requested by Lender, Borrower shall furnish Lender with receipts from the appropriate taxing authority or other proof satisfactory to Lender that all Impositions have been paid on or before the date upon which they become delinquent.

4.4. Liens, Charges and Encumbrances. Borrower shall not encumber or permit the encumbrance of the Collateral without Lender's prior written consent and Borrower shall immediately discharge any lien on the Collateral to which Lender has not consented in writing. Borrower shall pay or cause to be paid when due all obligations secured by or reducible to liens and encumbrances that shall now or hereafter encumber or appear to

UNOFFICIAL COPY

encumber the Collateral or any part thereof, all claims for work or labor performed, or materials or supplies furnished, in connection with any work upon the Project, whether the lien, charge or encumbrance is or would be senior or subordinate to this Trust Deed(s); *provided, however*, that Borrower shall not be in default hereunder due to any such lien, charge, or encumbrance that is a Permitted Exception. Lender hereby expressly reserves the right to advance any and all funds necessary to cure any and all such obligations, and/or claims.

4.5. Required Insurance. Borrower shall keep the following insurance coverages in effect with respect to the Collateral: (a) only in the event, and at any time after, Borrower undertakes any construction activities on the Collateral, builder's risk insurance against loss by fire and the hazards now or hereafter embraced by the standard "All Risk" form of insurance, including course of construction insurance covering theft of materials, in an amount equal at all times to the full insurable value of the Improvements. All such insurance coverage shall contain a "replacement cost endorsement" without reduction for depreciation, and shall also contain loss of rents and/or business interruption insurance coverage, a fluctuating value endorsement with a waiver of the co-insurance clause (or an agreed amount endorsement with an inflation guard endorsement), and shall contain such other endorsements as Lender may reasonably request. All such endorsements shall be in form and substance satisfactory to Lender; (b) comprehensive public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Land of the Improvements in amounts and on terms acceptable to the Lender; (c) flood insurance in an amount satisfactory to Lender and on terms satisfactory to Lender if the Land is located in a designated flood hazard area; and (d) insurance against such similar or other hazards, casualties, liabilities and contingencies, in amount equal to the full replacement cost of the Improvements, if any, or such other forms and amounts, as Lender may from time to time reasonably require. Each insurance policy shall be with a company and in a form acceptable to Lender. Each hazard insurance policy shall include a Form 438BFU or equivalent mortgagee endorsement in favor of Lender. Each liability insurance policy shall name Lender as an additional insured. All required policies will provide for at least ten (10) days' written notice to Lender prior to the effective date of any cancellation or material amendment, which term shall include any reduction in the scope or limits of coverage. Borrower shall furnish to Lender the original of each required insurance policy, or a certified copy thereof together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. Borrower shall promptly furnish to Lender all renewal notices relating to insurance policies. Borrower shall pay all premiums on insurance policies directly to the carrier. At least thirty (30) days prior to the expiration date of each such policy, Borrower shall furnish to Lender a renewal policy in a form acceptable to Lender, together with evidence that the renewal premium has been paid. As security for the Secured Obligations, Borrower hereby assigns to Lender all required insurance policies, together with all proceeds thereof, rights thereto and all unearned premiums returnable upon cancellation.

4.6. Insurance and Condemnation Proceeds.

UNOFFICIAL COPY

4.6.1. Payment to Lender. Borrower hereby absolutely and irrevocably assigns to Lender, and authorizes the payor to pay to Lender, the following claims, causes of action, awards, payments and rights to payment, together with all interest that may accrue thereon (collectively, the "**Claims**"):

4.6.1.1. Condemnation Awards. All awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation, or taking for public or private use that affects all or part of the Collateral or any interest in it;

4.6.1.2. Warranty Claims. All awards, claims, and causes of action arising out of any warranty affecting all or any part of the Collateral, or for damage or injury to or decrease in value of all or part of the Collateral or any interest in it; and

4.6.1.3. Insurance Proceeds. All proceeds of any insurance policies payable because of damage or loss sustained to all or part of the Collateral.

4.6.2. Notice to Lender. Borrower shall immediately notify Lender in writing if: (i) any damage occurs or any injury or loss is sustained to all or part of the Collateral, whether or not covered by insurance or warranty, or any action or proceeding relating to any such damage, injury, or loss is commenced; or (ii) any offer is made, or any action or proceeding is commenced, that relates to any actual or proposed condemnation or taking of all or part of the Collateral.

4.6.3. Pursuit of Claims. Borrower shall pursue recovery of all such Claims and defend its rights under any proceeding for condemnation of the Collateral or any part thereof and prosecute the same with due diligence to its final disposition, and shall cause any awards or settlements to be paid over to Lender for disposition pursuant to the terms of this Mortgage. Lender may, at Lender's option and in Lender's sole discretion, as attorney-in-fact for Borrower, make proof of loss and adjust and compromise any Claims, appear in or prosecute any action or proceeding to enforce the Claims, or participate in any action or proceeding relating to condemnation or taking of all or part of the Collateral, and may join Borrower in adjusting any loss covered by insurance. Borrower shall deliver or cause to be delivered to Lender such instruments as may be requested by Lender from time to time to permit Lender to take any such actions.

4.6.4. Application of Proceeds. All proceeds of the Claims that Borrower may receive or be entitled to receive shall be paid to Lender. Lender shall then apply such proceeds (the "**Claims Proceeds**") without regard to the adequacy of its security: (i) to any of the Secured Obligations, notwithstanding the fact that Secured Obligations may not be due according to the terms thereof; (ii) to reimburse Borrower for the costs of reconstructing the Improvements or otherwise repairing or restoring the Collateral; or (iii) to Borrower; provided, however, that if there are no outstanding Events of Default under any of the Loan Documents and Borrower establishes, to Lender's reasonable satisfaction, that Borrower has sufficient funds, including the Claims Proceeds, to fully rebuild or repair the Collateral within the remaining term of the Loan and without delaying the completion date of the Project, Lender shall make disbursements of the Claims Proceeds for purposes of repair or restoration of the Collateral.

4.6.5. Restoration. If the Claims Proceeds are used to reimburse Borrower for the cost of reconstruction, restoration, or repair of the Collateral, the Collateral shall be

UNOFFICIAL COPY

promptly and diligently restored by Borrower to the equivalent of its condition immediately prior to the casualty or condemnation in accordance with the Plans or to such other condition as Lender may approve in writing, and disbursements of such Claims Proceeds shall be in accordance with disbursement procedures acceptable to Lender. If, after applying the Claims Proceeds to the Secured Obligations, Lender reasonably determines the remaining security to be inadequate to secure the remaining Secured Obligations, Borrower shall, upon written demand from Lender, repay an amount that will reduce the remaining Secured Obligations to a balance for which adequate security is present.

4.7. Maintenance and Preservation of the Collateral. Borrower covenants: (a) to maintain and preserve the Collateral in good condition and repair and in a prudent businesslike manner; (b) not to remove, demolish or structurally alter the Collateral or any part thereof, or alter, restore or add to the Collateral, or initiate or allow any change in any zoning or other land use classification that affects the Collateral or any part of it, except with Lender's express prior written consent, and except such alterations as may be required by laws, ordinances, rules, regulations, or orders of governmental authorities or by the terms hereof; (c) to comply with and not suffer violations of any existing and future subdivision laws, building codes, zoning laws and regulations, and other laws, regulations, ordinances, rules, codes, orders, directives, guidelines, building restrictions and requirements of, and all agreements with and commitments to, all federal, state, county or municipal governmental, judicial or legal authorities or agencies having jurisdiction over the Borrower or the Project, including those pertaining to the construction, sale, lease, or financing of the Improvements, and all recorded covenants and restrictions affecting the Project (the "*Requirements*"); (d) not to commit or permit any waste to or deterioration of the Collateral; (e) to perform all other acts that from the character or use of the Collateral may be reasonably necessary to maintain and preserve its value; (f) to perform all obligations required to be performed under the Loan Documents, and all other obligations of Borrower pertaining to the Collateral; and (g) to execute and, where appropriate, acknowledge and deliver such further instruments as Lender or Trustee may deem necessary or appropriate to preserve, continue, perfect and enjoy the security provided for herein.

4.8. Defense and Notice of Actions; Costs. Borrower shall, without liability, cost, or expense to Lender or Trustee, protect, preserve, and defend Borrower's fee interest in and to the Project and Borrower's interest in the Collateral, the security of this Mortgage, any additional or other security for the Secured Obligations, and the rights or powers of Lender hereunder against all adverse claims. Said protection, preservation, and defense shall include, but not be limited to, protection, preservation and defense against all adverse claimants to and encumbrancers of Borrower's interest in the Collateral, whether or not such claimants or encumbrancers assert an interest paramount to that of Lender. Borrower shall give Lender prompt notice in writing of the filing of any such action or proceeding. Borrower shall pay all costs, fees, and expenses including, without limitation, costs of evidence of title, trustees' fees, and reasonable attorneys' fees paid or incurred in any action or proceeding in which Lender may appear.

UNOFFICIAL COPY

or be made a party, whether or not pursued to final judgment, and in any exercise of the power of sale or other remedy contained herein, whether or not such sale is actually consummated or such other remedy is actually prosecuted to completion.

4.9. Right of Inspection. Lender, its agents, employees and representatives shall have the right to enter the Project at any reasonable time for the purpose of inspecting the Project and ascertaining Borrower's compliance with the terms hereof, and for such other purposes and in accordance with the terms specified in any of the other Loan Documents.

4.11. Permitted Actions.

4.11.1. Releases, Extensions, Modification, and Additional Security. From time to time, Lender may perform any of the following acts without incurring any liability or giving notice to any person: (i) release any person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation; or (iv) alter, substitute, or release all or any portion of the Collateral.

4.13. Subrogation. Lender shall be subrogated to the liens of all encumbrances, whether released of record or not, that are discharged in whole or in part by Lender in accordance with this Mortgage or with the proceeds of the Loan.

4.14. Notice of Change. Borrower shall give Lender prior written notice of any change in: (i) the location of its place of business or its chief executive office if it has more than one place of business; (ii) the location of any of the Collateral, including the Books and Records; and (iii) Borrower's name or business structure. Unless approved by Lender in

UNOFFICIAL COPY

writing, all Collateral that consists of personal property (other than the Books and Records) will be located at the Project and all Books and Records will be located at Borrower's place of business, or chief executive office if Borrower has more than one place of business.

ARTICLE 5 DEFAULTS AND REMEDIES

5.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "*Event of Default*" (some or all, collectively, "*Events of Default*"):

5.1.1. Default Under Loan Documents. An Event of Default occurs as defined under any other Loan Document; or

5.1.2. Unauthorized Transfer. A transfer, purported transfer, or change of ownership or control of Borrower in violation of the provisions of this Trust Deed(s).

5.2. Rights and Remedies. At any time after the occurrence of an Event of Default hereunder, Lender shall have all of the rights and remedies described below, in addition to any other rights and remedies of Lender under the other Loan Documents. To the fullest extent permitted by law, all of such rights and remedies shall be cumulative and the exercise of any one or more of them shall not constitute an election of remedies:

5.2.1. Receiver. Without regard to the then-current value of the Collateral or the interest of Borrower therein, Lender may apply to any court having jurisdiction to appoint a receiver for the Collateral or any portion thereof, and Borrower hereby irrevocably consents to the appointment of a receiver upon such Event of Default. Any such receiver shall have the usual powers and duties of receivers in like or similar cases and all the powers and duties of Lender set forth in this Mortgage or any of the other Loan Documents. Employment by Lender shall not disqualify a person from serving as receiver. In addition to the Lender being granted the power to take or be placed in possession of the Property, or for the appointment of a receiver, the Lender shall have the right, in accordance with 735 ILCS 5/15-1701 and 5/15-1702, to be placed in the possession of the Property or at its request to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties and provisions set forth in 735 ILCS 5/15-1701 and 15-1703. The powers of a receiver listed in 735 ILCS 5/15-1704 shall be added to all the powers of a receiver listed in this Mortgage.

5.2.2. Cure; Protection of Security. With or without notice, and without releasing Borrower from any obligation hereunder, Lender may (but shall not be obligated to) cure any breach or default of Borrower, and, if it chooses to do so in connection with any such cure, do any and all other things that it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Any such sums expended or advanced for the protection of the security hereunder, including but not

UNOFFICIAL COPY

limited to a cure of a breach of Borrower, shall be added to the principal balance of the debt secured hereunder with interest to accrue.

5.2.3. Entry. Lender, in person, by agent, or by court-appointed receiver, with or without bringing any action or proceeding, may terminate Borrower's right and license to collect the Rents, Issues and Profits and to administer the Leases, and enter, take possession of, complete construction on, manage and operate, and lease or sell, all or

Property of Cook County Clerk's Office

UNOFFICIAL COPY

any part of the Collateral, and may also do any and all other things in connection with those actions that Lender may in its sole discretion consider necessary or appropriate to protect the security of this Trust Deed(s) or that are otherwise permitted to be taken or conducted by Lender under the Loan Agreement. If Lender so requests, Borrower shall assemble any Collateral that has been removed from the Project and make all of it available to Lender at the Project site. The entering upon and taking possession of the Project, the collection of the Rents, Issues and Profits and the application thereof as aforesaid, or any of such acts, shall not cure or waive any default or notice of default hereunder or invalidate any other right or remedy that Lender may have in response to such default or pursuant to such notice and, notwithstanding the continued possession of the Project or the collection, receipt, and application of the Rents, Issues and Profits by Lender, Trustee, or Lender's receiver or agent, Trustee or Lender shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon the occurrence of any Event of Default.

5.2.4. Uniform Commercial Code Remedies. With respect to all or any part of the Collateral that constitutes personal property, Lender shall have all of, and may exercise any or all of, the rights and remedies of a secured party under the Uniform Commercial Code in effect in the Project State.

5.2.5. Judicial Action. Lender may commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Borrower hereunder, and Borrower agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable. If this Mortgage is foreclosed by judicial action, and the Collateral sold at a foreclosure sale, the purchaser may, during any redemption period allowed, make such repairs or alterations on the Land as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon from the time of such expenditure at the lesser of the rate under the Note, or the maximum rate permitted by law, shall be added to and become a part of the amount required to be paid for redemption from such sale.

5.2.6. Realization on Security. Lender may resort to and realize upon or waive the security hereunder and any other security now or hereafter held by Lender in such order and manner as Lender may, in their sole discretion, determine; which resort to such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

5.2.6. Waiver of reinstatement and redemption. Borrower acknowledges that the Property does not constitute "agricultural real estate", as said term is defined in 735 ILCS 5/15-1201 of the IMFL or "residential real estate" as defined in 735 ILCS 5/15-1219 of the IMFL; Borrower hereby voluntarily and knowingly waives its statutory rights to reinstatement and redemption pursuant to 735 ILCS 5/15-1601(b) of the Illinois Mortgage Foreclosure Law.

UNOFFICIAL COPY

5.2.8. Single or Multiple Foreclosure Sales. If the Collateral consists of more than one lot, parcel or item of property, Lender may: (i) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale, or through two or more such sales or dispositions, each of which may be separately noticed if so elected by Lender and permitted by applicable law; or in any other manner Lender may deem to be in its best interests (any such sale or disposition, a "*Foreclosure Sale*"). If it chooses to have more than one Foreclosure Sale, Lender at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and places and in such order as it may deem to be in its best interests, all as may be permitted under applicable law. No Foreclosure Sale shall terminate or affect the lien of this Mortgage on any part of the Collateral that has not been sold until all of the Secured Obligations have been paid in full and all sales have all been approved by a court of law

5.2.9. Determination of Fair Value. To the extent applicable law requires that the "fair market value" or "fair value" of the Collateral be determined as of the foreclosure date in order to enforce a deficiency against Borrower or any other party liable for repayment of the Secured Obligations, the term "fair market value" or "fair value" shall include those matters required by law and the additional factors set forth below:

The Collateral shall be valued "as is" and "with all faults" and there shall be no assumption of restoration or refurbishment of Improvements, if any, after the date of the foreclosure.

An offset to the fair market value or fair value of the Collateral, as determined hereunder, shall be made by deducting from such value the reasonable estimated closing costs related to the sale of the Collateral, including but not limited to brokerage commissions, if any, title policy expenses, tax pro-rations, escrow fees, and other common charges that are incurred by the seller of real property.

5.2.10. Repairs During Redemption Period. If this Mortgage is foreclosed as a mortgage and the Collateral is sold at a foreclosure sale, the purchaser may, during any redemption period allowed, make such repairs or alterations on the Collateral as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon from the time of such expenditure shall be added to and become a part of the amount required to be paid for redemption from such sale.

5.2.11. Releases, Extensions, Modification and Additional Security. Without affecting the liability of any person for payment of any of the Secured Obligations, Lender may make any agreement or take any action extending the maturity or otherwise altering the terms or increasing the amount of any of the Secured Obligations, and accept additional security or release all or a portion of the Collateral and/or other security for the Secured Obligations.

5.2.12. Acceleration Not Required. Lender may take any of the actions permitted

UNOFFICIAL COPY

under Sections 5.2.1 and/or 5.2.3 regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Mortgage.

5.3. Payment of Costs, Expenses, and Attorneys' Fees. All costs and expenses reasonably incurred by Lender in enforcing the remedies available to them hereunder or otherwise protecting Lender's rights or interests (including, without limitation, court costs and attorneys' fees, whether incurred in litigation or not, expenses for evidence of title, appraisals and surveys and trustees' fees, and costs and fees relating to any bankruptcy, reorganization, or insolvency proceeding) shall constitute an additional obligation of Borrower to Lender and bear interest from the date of expenditure until said sums have been paid.

5.4. Remedies Not Exclusive. Lender shall be entitled to enforce the payment and performance of any Secured Obligations and to exercise any and all rights and powers under this Mortgage, any other Loan Document, or any Related Loan Document, notwithstanding the fact that some or all of the Secured Obligations may now or hereafter be otherwise secured. Lender shall be entitled to enforce all such rights hereunder only after, as more specifically provided in the Loan Agreement, pursuing its remedies against the Construction Escrow Account and the sale of finished homes with the Collateral. No remedy is intended to be exclusive of any other remedy, but each shall be cumulative and in addition to the others, to the fullest extent permitted by law.

ARTICLE 6 ASSIGNMENT

6.1. No Assignment or Encumbrance by Borrower Without Lender's Consent. Borrower acknowledges and agrees that the Secured Obligations are personal to Borrower and that the identity of Borrower and its members, partners and employees, and of any guarantors (if any), and the relationship between Borrower and Lender, Borrower's creditworthiness, business expertise, financial condition, and continued control of the Collateral were material inducements upon which Lender relied in arranging the Secured Obligations. Accordingly, Borrower shall not, without Lender's prior written consent, in Lender's sole discretion, or as otherwise expressly permitted in this Agreement: (i) sell, convey, assign, encumber, or otherwise transfer any of its right, title, or interest in and to the Collateral or any other Project asset, whether such transfer or encumbrance is voluntary or by operation of law, other than as specifically permitted under the Loan Documents, (ii) sell, assign, or transfer its interest as borrower under the Secured Obligations, or (iii) transfer any stock or other ownership interest that would cause a material change in the control of Borrower. Any attempted assignment without such prior written consent shall be null and void, and of no effect, and shall also constitute, at Lender's option, an Event of Default by Borrower under this Agreement.

UNOFFICIAL COPY

6.2. Conditions to Approval of Assignment. As a condition of approving any assignment, Lender may impose such requirements and conditions as it determines are appropriate in its sole discretion, including but not limited to the requirement that Borrower and the assuming party pay, in advance, any and all reasonable costs and expenses, including reasonable attorney's and accountant's fees, incurred by the Lender in connection therewith. No approval of any assignment shall cause a release of Borrower from any liability under the Loan Documents without Lender's prior written consent, which consent may be freely withheld.

6.3. Loan Due upon Prohibited Transfer or Encumbrance. Upon any transfer, assignment, or encumbrance, as described in Section 6.1 for which Lender's written approval is required but has not been obtained, the entire outstanding balance owing under the Note, including principal, accrued interest, and any other amounts owing under the Loan Documents shall become due and payable at Lender's option, without any requirement for notice or demand, and Lender may pursue any remedies granted to it under this Trust Deed(s) or any of the other Loan Documents.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1. Additional Provisions. The Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Mortgage. The Loan Documents also grant further rights to Lender and contain further agreements and affirmative and negative covenants by Borrower that apply to this Mortgage and to the Collateral.

7.2. Cooperation. Borrower shall, upon request, cooperate with Lender to correct any defect, error or omission that may be discovered in the contents of this Trust Deed(s) or in the execution or acknowledgment hereof, and will execute, acknowledge, and deliver such further instruments and take such further actions as may be reasonably requested by Lender to carry out more effectively the purposes of this Mortgage.

7.3. Obligations of Borrower, Joint and Several. If more than one person has executed this Trust Deed(s) as Borrower, the obligations of all such persons hereunder shall be joint and several.

7.4. Severability. If any term of this Mortgage, or the application thereof to any person or circumstances, shall, to any extent, be invalid, void or unenforceable, the remainder of this Mortgage, or the application of such term to persons or circumstances other than those as to which it is invalid, void or unenforceable, shall not be affected thereby, and each term of this Mortgage shall be valid and enforceable to the fullest extent permitted by law. If the lien of this Mortgage is invalid, void or unenforceable as to any part of the Secured Obligations, or if the lien is invalid, void or unenforceable as to any part of the Collateral, the unsecured or partially secured portion

UNOFFICIAL COPY

of such indebtedness shall be completely paid prior to the payment of the remaining and secured or partially secured portion of such Secured Obligations, and all payments made on such Secured Obligations shall be considered to have been first paid on and applied to the full payment of that portion of such indebtedness that is not secured or fully secured by the lien of this Mortgage. Where any provision of this Mortgage is inconsistent with any provision of New Mexico law regulating the creation or enforcement of a lien or security interest in real or personal property as amended, modified and/or replaced from time to time, the provisions of New Mexico law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with New Mexico law.

7.5. No Waiver or Cure. No waiver or delay or omission in the exercise or enforcement by Lender of any of its rights or remedies hereunder or under any of the other Loan Documents shall be considered a waiver of any subsequent application of, or right to enforce, such right or remedy, or of the right to enforce any other right or remedy of Lender in another instance. Furthermore, no waiver of Lender's rights or remedies in one or more instances shall establish a course of dealing or other agreement that will bind Lender or prohibit Lender from enforcing the terms of this Mortgage or any other Loan Document in another instance.

7.6. Additional Security. If Lender at any time holds additional security for any of the Secured Obligations, all such security shall be taken, considered, and held as cumulative, and Lender may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently with the exercise of any of its rights or remedies hereunder or after a sale is made hereunder. The taking of additional security, the execution of partial releases of the security, or any extension of the time of payment of the Secured Obligations shall not diminish the force, effect, or lien of this Mortgage and shall not affect or impair the liability of any maker, surety, or endorser for the payment of any such indebtedness.

7.7. Imposition of Tax. For purposes of this Section, "**Tax**" shall mean: (a) a specific tax on mortgages or on all or any part of the indebtedness secured by a Mortgage; or (b) a specific tax on the owner of the Collateral covered by a Mortgage which the taxpayer is authorized or required to deduct from payments on the Mortgage; or (c) a tax on property covered by a Mortgage chargeable against a beneficiary or trustee under the Mortgage or the holder of the note secured by the Mortgage; or (d) a specific tax (other than an income tax or a gross receipts tax) on all or any portion of the obligations secured hereby or on payments of principal and interest made by a grantor under a Mortgage. If any Tax is enacted subsequent to the date of this Mortgage, enactment of the Tax shall constitute an Event of Default, and Lender may exercise any or all of the remedies available to it upon the occurrence of any Event of Default, unless the following conditions are met: (i) Borrower may lawfully pay the Tax without causing any resulting economic disadvantage or increase of tax to Lender; and (ii) Borrower pays the Tax (including any tax on the payment made) within 30 days after notice from Lender that the tax law has been enacted.

7.8. Amendments. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

UNOFFICIAL COPY

7.9. Successors in Interest. Subject to the limitations on transfer contained in the Loan Documents, the terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto.

7.10. Modification and Extensions. References to the Note, the Loan Agreement, and the Loan Documents in this document shall be deemed to include all modifications, extensions, and renewals thereof.

7.11. Applicable Law. The provisions of this Mortgage shall be governed by and construed in accordance with the laws of the Project State, without regard to the choice of law rules of the Project State and except to the extent that federal laws preempt the laws of the Project State.

7.12. Merger. No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Collateral unless Lender consents to a merger in writing.

7.13. Unsecured Obligations. Notwithstanding anything to the contrary set forth herein or any of the Loan Documents, this Trust Deed(s) shall not secure the following obligations (the "*Unsecured Obligations*"): (a) any obligations evidenced by or arising under an Independent Indemnity, and (b) any other obligations in this Trust Deed(s) or in any of the other Loan Documents to the extent that such other obligations relate specifically to the presence on the Property of Hazardous Materials (as defined in the Loan Agreement) and are the same or have the same effect as any of the obligations evidenced by or arising under any Independent Indemnity. Any breach or default with respect to the Unsecured Obligations shall constitute an Event of Default hereunder, notwithstanding the fact that such Unsecured Obligations are not secured by this Trust Deed(s). Nothing in this Section shall impair or limit Lender's right to obtain a judgment in accordance with applicable law after foreclosure for any deficiency in recovery of all obligations that are secured by this Mortgage following foreclosure.

7.14. Disclosures/Disclaimers. Lender makes the following disclosures and disclaimers in connection with this Mortgagee:

7.14.1. Actions Solely for Benefit of Beneficiary. Any and all subsequent purchasers of the Collateral, and any other parties acquiring an interest in the Collateral, are hereby put on notice that any inspection or approval of any part of any development, construction, renovation, or improvement of the Collateral by Beneficiary or any agent of Beneficiary shall be made exclusively for the benefit of Beneficiary, and Beneficiary makes no representations whatsoever to any third party acquiring any interest in the Collateral. Such third party shall have no rights of reliance upon any action taken by Beneficiary. Beneficiary makes no representations whatsoever to any third party as to the adequacy or legality of any action of Grantor and any action of Beneficiary is solely for the benefit of Beneficiary.

UNOFFICIAL COPY

7.15. Notices. Unless otherwise required by applicable law, all notices given by Borrower or Lender pursuant to this Mortgage shall be given in accordance with the terms of the Loan Agreement.

7.16. WAIVER OF JURY TRIAL. BORROWER AND LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT AND TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS HEREUNDER OR THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. BORROWER AND LENDER EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

7.17. ORAL AGREEMENTS NOTICE.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

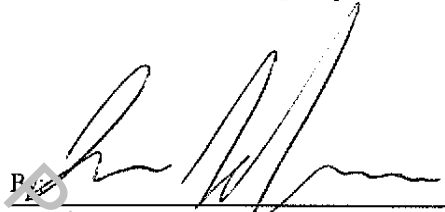
[SIGNATURE PAGE FOLLOWS]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

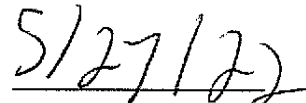
Dated as of the day and year first above written.

GRANTOR: Arrow Holding Properties, LLC a Limited Liability Company



P

Signature: Omar Hamdan, Sole Member/Manager
On Behalf of: Arrow Holding Properties, LLC



Date

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF IL)
COUNTY OF COOK) ss.

I hereby certify that I know or have satisfactory evidence that Omar Hamdan (is/are) the person(s) who appeared before me. Said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument and, on oath, stated that Omar Hamdan as Sole Member/Manager is authorized to execute the instrument on behalf of Arrow Holding Properties, LLC.

Given Under My Hand And Official Seal this 27 day of MAY, 2022.

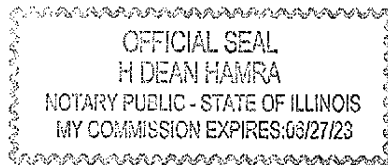
Signature

Printed Name

NOTARY PUBLIC in and for the State of IL

Residing at

My Commission Expires



UNOFFICIAL COPY

EXHIBIT A TO DEED(S) OF TRUST LEGAL DESCRIPTION

APN: 14-05-203-011-1349

Situs Address: 6301 North Sheridan Road, Unit 24-F Chicago, IL, 60660

Legal Description: PARCEL 1: UNIT NO. 24-F IN SHORELINE TOWERS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOTS 9, 10, 11 AND 12 AND THE ACCRETIONS THEREOF IN BLOCK 1 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST LINE OF SHERIDAN ROAD AS NOW LOCATED AND WEST OF THE WEST LINE OF LINCOLN PARK AS ESTABLISHED BY DECREE IN CASE B-84157 AND CASE 57-C-1554 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 24559390, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

APN: 27-29-313-007

Situs Address: 17208 Pointe Dr Orland Park, IL, 60467

Legal Description: PARCEL 2: LOT 25 IN DEER POINT ESTATES III, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 27-24-112-007

Situs Address: 16624 Princeton Ave Tinley Park, IL, 60477

Legal Description: PARCEL 3: LOT 7 IN GALLAGHER AND HENRY'S TINLEY MEADOWS UNIT NO. 6, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.