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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 2230633220 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/02/2022 01:58 PM PG: 1 OF 37

The property identified as: PIN: 31-11-302-029-0000

Address:

Street: 3950 Vollmer Road

Street line 2:

City: Flossmoor

State: IL

ZIP Code: 60422

Lender: LGP Realty Holdings LP

Borrower: Windy Property Investments LLC

Loan / Mortgage Amount: \$725,000.00

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

Certificate number: 06331157-2B11-4588-B73A-81ED30EC99F8

Execution date: 10/31/2022



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**THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING SHOULD
BE RETURNED TO:**

Jay L. Statland
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Ave., Suite 2100
Chicago, Illinois 60611

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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

From

**WINDY PROPERTY INVESTMENTS LLC,
an Illinois limited liability company,**

Mortgagor

to

**LGP REALTY HOLDINGS LP,
a Delaware limited partners ip,**

Lender

Property: 3950 Vollmer Road, Flossmoor IL 60422

ATTENTION COUNTY RECORDER: This Mortgage covers goods which are or are to become affixed to or fixtures on the land described in Exhibit A hereto and is to be filed for record in the records where Mortgages on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Mortgage, but also as a fixture filing covering goods that are or are to become fixtures on the real property described herein. The mailing addresses of the Mortgagor (Debtor) and Lender (Secured Party) are set forth in the Preamble of this Mortgage.

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Table of Contents

	Page
1. Warranty of Title	4
2. Payment of Indebtedness	4
3. Requirements; Proper Care and Use	5
4. Taxes on Property or Lender.	6
5. Payment of Impositions.	6
6. Deposits.	7
7. Insurance and Casualty	8
8. Condemnation/Eminent Domain	11
9. Prohibition of Assignments and Encumbrances by Mortgagor	12
10. Discharge of Liens	12
11. Leases; Assignment of Leases and Rents.	13
12. Estoppel Certificates	15
13. Expenses	15
14. Lender's Right to Perform	15
15. Mortgagor's Existence	15
16. Lender's Costs and Expenses	15
17. Events of Default	16
18. Remedies	17
19. Security Agreement under Uniform Commercial Code	21
20. No Waivers, Etc	22
21. Trust Funds	22
22. Additional Rights	22
23. Waivers by Mortgagor	23
24. Failure to Consent	24
25. No Joint Venture or Partnership	24
26. Notice	24
27. Conflict with the Loan Documents	25
28. No Modification; Binding Obligations	25
29. Subrogation	25
30. No Merger	25
31. No Liability on Lender	26
32. Indemnification	26
33. Permitted Acts	27
34. Care by Lender	28
35. Defeasance	28
36. Maximum Secured Indebtedness	28
37. Changes in the Law Regarding Taxation	28
38. Recording Taxes; Documentary Stamps	28
39. Interpretation	28
40. Miscellaneous	29
41. Further Acts	29

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42. Choice of Law.....	29
43. Entire Agreement.....	30
44. Illegality.....	30
45. Receipt of Copy.....	30
46. State - Specific Provisions.....	30
47. Future Advances.....	31

Property of Cook County Clerk's Office

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

This MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (herein called this "Mortgage") is made and granted as of the October 31, 2022, **WINDY PROPERTY INVESTMENTS LLC**, a Illinois limited liability company, having its chief executive office and principal place of business at 545 Mannheim Road, Bellwood, Illinois 60104 (herein, together with its successors and assigns, "Mortgagor" or "Borrower"), in favor of **LGP REALTY HOLDINGS LP**, its successors or assigns, a Delaware limited partnership, with an office at 645 Hamilton Street, Suite 400, Allentown, PA 18101 ("Lender").

WITNESSETH:

(a) To secure the following obligations and liabilities: (i) the payment to Lender in the amount of SEVEN HUNDRED AND TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$725,000.00) (the "Loan") in the aggregate to be paid, plus all accrued interest thereon to be paid pursuant to the provisions of that certain Mortgage Note Secured by Real Property of even date herewith in favor of the Lender with a final maturity date of November 30, 2027 (as the same may be amended, supplemented or replaced from time to time, the "Note"), (ii) any and all other sums due or to become due under the Note, this Mortgage or any other Loan Document (as hereinafter defined) with respect to the Loan, (iii) any further or subsequent advances made under this Mortgage with respect to the Loan, (iv) any extensions, renewals, replacements or modifications of the Loan and/or any Loan Document, and (v) any other obligation of any kind owed by Borrower to Lender now existing or hereafter arising, including, without limitation, (A) any guaranty by any Borrower of the payment and performance obligations of Windy Station Inc., an Illinois corporation, under that certain PMPA Franchise Agreement – Fuel Supply Agreement (hereinafter "PMPA") by and between Windy Station Inc. and Lehigh Gas Wholesale, LLC dated October 31, 2022 and (B) the Cross-Default and Cross-Collateralization Agreement (hereinafter "CDCCA") relative to the PMPA (the items set forth in clauses (i) through (v) hereof being hereinafter collectively referred to as the "Indebtedness"); and

(b) To secure the performance of all of the terms, covenants, conditions, agreements, obligations and liabilities of Mortgagor with respect to the Loan or otherwise (collectively, the "Obligations") including, without limitation, under (i) the Note of even date herewith, (ii) this Mortgage, (iii) any mortgages, security deeds or deeds of trust in addition to this Mortgage now or hereafter made by Mortgagor to Lender to secure the Indebtedness (such additional mortgages, security deeds and deeds of trust, as the same may be amended, restated, modified or supplemented from time to time, being hereinafter collectively referred to as the "New Security Instruments"), (iv) any supplemental agreements, undertakings, instruments, documents or other writings executed by Mortgagor for the benefit of Lender, (v) all chattel mortgages, pledges, powers of attorney, consents, assignments, notices, leases and financing statements heretofore, now or hereafter executed by or on behalf of Mortgagor and/or delivered to Lender, (vi) any extensions, renewals, replacements or modifications of any of the foregoing, together with (1) powers of attorney, consents, assignments, notices, leases and financing statements given by

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Mortgagor, (2) the Guaranty of even date herewith and any other guarantees of the Indebtedness and the Obligations, (3) the Cross-Default Agreement of even date herewith, (4) Environmental Indemnity Agreement of even date herewith, (5) Subordination and Attornment Agreement of even date herewith, and (6) any other document, instrument or agreement entered into between Borrower and Lender (the items set forth in clauses (i) through (vi) of this paragraph (b) are hereinafter collectively referred to as the "Loan Documents");

The Mortgagor, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid, the receipt and legal sufficiency of which are hereby acknowledged, does hereby MORTGAGE, WARRANT, GRANT, BARGAIN, SELL, CONVEY AND GRANT A FIRST PRIORITY SECURITY INTEREST unto Lender, and to its successors and assigns a security interest in the following described real and other property, all accessions, additions, and all substitutions for and all replacements, reversions and remainders of such property, whether now owned or held or hereafter acquired by Mortgagor (being hereinafter collectively referred to as the "Property") together with all of the rights of a secured party under the Illinois Uniform Commercial Code, as in effect from time to time, or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable law:

- A. The real estate described on Exhibit A attached hereto (the "Land");
- B. All of the following (collectively, the "Improvements"): all buildings, structures, improvements and fixtures of every kind or nature now or in the future situated or to be constructed on the Land, including, but not limited to, Fixtures as such term is defined in Article 9 of the Uniform Commercial Code as now in effect or as may be revised or amended from time to time, all facilities, machinery, appliances, equipment, furniture, computer equipment, tools, tooling, goods, supplies, materials and work in process, together with all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, and all other personal property of every kind or nature located in or on, or attached to, or used or to be used in connection with the Land, buildings, structures, improvements or fixtures, including, but not limited to, Equipment as such term is defined in Article 9 of the Uniform Commercial Code as now in effect or as may be revised or amended from time to time; and all additions, substitutions and replacements to any of the foregoing (the Land together with the Improvements being hereinafter collectively referred to as the "Real Estate");
- C. To the extent assignable, all plans, specifications, architectural renderings, drawings, soil test reports, other reports of examination or analysis of the Land or the Improvements;
- D. All easements, rights-of-way, alleys, passages, oil rights, gas rights, mineral rights, public streets and ways adjacent thereto, water courses, mineral rights, water rights, air rights and appurtenances in any way belonging, relating or appertaining to any of the Real Estate, or which hereafter shall in any way belong, relate or be appurtenant thereto ("Appurtenances");
- E. All leases, licenses, subleases or any other agreements affecting the use, enjoyment or occupancy of the Real Estate, now or hereafter entered into (the "Leases") and all

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rents, prepayments, security deposits, termination payments, royalties, profits, issues and revenues from the Real Estate from time to time accruing under the Leases (the “Rents”), reserving to Mortgagor, however, so long as no Event of Default has occurred hereunder, a revocable license to receive and apply the Rents in accordance with the terms and conditions of Section 11 of this Mortgage. Without limiting the scope thereof, the assignment of Rents set forth herein shall constitute an assignment of Rents as set forth in Illinois Compiled Statutes, 765 ILCS 5/31.5 and hereby creates, and Mortgagor hereby grants to Lender, a security interest in the Rents herein described that will be perfected upon the recording of this Mortgage. The foregoing assignment shall include all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Mortgagor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law, and is intended as an absolute assignment and not merely the granting of a security interest. The Mortgagor, however, so long as no Event of Default has occurred hereunder, shall have a revocable license to receive and apply the Rents in accordance with the terms and conditions of Section 11 of this Mortgage;

F. All claims, demands, judgments, insurance proceeds, tax refunds, reserves, deposits, rights of action, awards of damages, compensation, settlements and other rights to the payment of money hereafter made resulting from or relating to (i) the taking of the Real Estate or any part thereof under the power of eminent domain (“Awards”), (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Real Estate or Appurtenances or any part thereof (“Insurance Proceeds”), or (iii) the ownership or operation of the Property;

G. To the extent assignable, all management contracts, permits, certificates, licenses, approvals, contracts, options, development rights, entitlements and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation and use of the Real Estate and/or Leases, including building permits, environmental certificates, licenses, certificates of operation, warranties and guarantees.

H. All accounts, contract rights, general intangibles, payment intangibles, deposit accounts, chattel paper including electronic chattel paper, documents, instruments, inventory, software, goods, equipment, securities, investment property, letters of credit, letter of credit rights, money, commercial tort claims, and all books and records and supporting obligations relating to the foregoing;

I. Any monies on deposit with or for the benefit of Lender, including deposits for the payment of real estate taxes, insurance premiums and any cash collateral account;

J. All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as emissions reduction credits), other credits, waivers and payments, whether in cash or in kind, due from or payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (a “Governmental Agency”) or (ii) any insurance or utility company relating to any or all of the Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

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K. All refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any Governmental Agency for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Mortgagor with respect to the Property or upon any or all of the Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

L. All other general intangibles (including, without limitation, any proceeds from insurance policies after payment of prior interests), patents, unpatented inventions, trade secrets, copyrights, contract rights, goodwill, literary rights, rights to performance, rights under licenses, choses-in-action, claims, information contained in computer media (such as databases, source and object codes, and information therein), things in action, trademarks and trademarks applied for (together with the goodwill associated therewith) and derivatives thereof, trade names, including the right to make, use, and vend goods utilizing any of the foregoing, and permits, licenses, certifications, authorizations and approvals, and the rights of Mortgagor thereunder, issued by any governmental, regulatory, or private authority, agency, or entity whether now owned or hereafter acquired, together with all cash and non cash proceeds and products thereof;

M. All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Estate, Appurtenances or any other property of the types described in the preceding granting clauses; and

N. Any and all after-acquired right, title or interest of Mortgagor in and to any property of the types described in the preceding granting clauses.

MORTGAGOR FURTHER REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. Warranty of Title. Mortgagor warrants to its knowledge that it has good and marketable fee simple absolute title to the Real Estate and has the right to grant and convey the same in accordance with the provisions set forth in this Mortgage and that to its knowledge this Mortgage is a valid and enforceable first lien on the Property, subject only to the exceptions to title (collectively, the "Permitted Encumbrances"). Mortgagor shall (a) preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same unto Lender against the claims of all and every person or persons, corporation or corporations and parties whomsoever, except for claims made under the Permitted Encumbrances, and (b) make, execute, acknowledge and deliver all such further documents, instruments or assurances and cause to be done all such further acts and things as may at any time hereafter be reasonably required by Lender to confirm and fully protect the lien and priority of this Mortgage provided the obligations and liabilities of Mortgagor hereunder are not materially increased.

2. Payment of Indebtedness.

(a) Mortgagor shall pay the Indebtedness at the times and places and in the manner specified in the Loan Documents and shall perform all of the Obligations in accordance with the provisions set forth herein and in the other Loan Documents.

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(b) Any payment made in accordance with the terms of this Mortgage by any person at any time liable for the payment of the whole or any part of the Indebtedness, or by any subsequent owner of the Property, or by any other person whose interest in the Property might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation or by any partner of a partnership which at any time may be liable for such payment or may own or have such an interest in the Property shall be deemed, as between Lender and all persons who at any time may be liable as aforesaid or may own the Property, to have been made on behalf of all such persons.

3. Requirements; Proper Care and Use.

(a) Mortgagor promptly shall comply with, or cause to be complied with, in all material respects, all applicable present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, restrictions and requirements (collectively, "Legal Requirements") of every Governmental Agency having jurisdiction over Mortgagor or the Property, the failure to comply with which would have a material adverse effect on the Property or the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or restoration of the Real Estate, without regard to the nature of the work to be done or the cost of performing the same, whether foreseen or unforeseen, ordinary or extraordinary, and shall perform, or cause to be performed, in all material respects all obligations, agreements, covenants, restrictions and conditions now or hereafter of record which are applicable to Mortgagor or to the Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or restoration of the Real Estate with respect to which the failure to perform would have a material adverse affect on the Property.

(b) Mortgagor shall (i) not abandon the Real Estate or any portion thereof, (ii) maintain the Real Estate and Fixtures in sufficient repair, order and condition to operate the business conducted on the Real Estate, ordinary wear and tear excepted and damage from casualty and condemnation excepted, (iii) promptly make all necessary repairs, replacements, additions and improvements to the Real Estate, (iv) not commit or suffer waste with respect to the Real Estate, (v) refrain from impairing or diminishing the value or integrity of the Real Estate or the priority or security of the lien of this Mortgage, (vi) not remove, demolish or materially alter any of the Real Estate without the prior written consent of Lender in each instance, (vii) not make, install or permit to be made or installed, any alterations or additions to the Real Estate if doing so would, in the reasonable opinion of Lender, impair to any material extent the value of the Property unless the same is done pursuant to a lease approved or consented to by Lender, (viii) not make, suffer or permit any public nuisance to exist on the Real Estate or any portion thereof, and (ix) permit Lender and its agent, at all reasonable times and upon reasonable prior notice, to enter upon the Real Estate for the purpose of inspecting and appraising the Real Estate or any portion thereof upon reasonable written notice and at reasonable business hours.

(c) Mortgagor shall not by any act or omission permit any building or other improvement located on any property which is not subject to the lien of this Mortgage to rely upon the Real Estate or any portion thereof or any interest therein to fulfill in any material respect any Legal Requirement without Lender's prior written consent. Mortgagor's use of the Real Estate, to Mortgagor's knowledge, is a permitted use under the applicable zoning for the Real Estate and Mortgagor shall not, by any act or omission, impair the integrity in any material

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respect of the Real Estate or initiate or join in any zoning change, private easement (excluding utility easements) or any other modification of the zoning regulating the Real Estate without Lender's prior written consent. To the extent permitted by applicable law, any act or omission by Mortgagor which would result in a violation of any of the provisions of this Section 3 shall be null and void.

4. Taxes on Property or Lender.

(a) If any Governmental Agency shall levy, assess or charge any tax, assessment, fee or imposition upon this Mortgage or any other Loan Document, the Indebtedness, the interest of Lender in the Property, or Lender by reason of this Mortgage or any other Loan Document, the Indebtedness or Lender's interest in the Property (individually, a "Tax", and collectively, "Taxes") (excepting therefrom any income or franchise or similar taxes, tax on payments of interest or otherwise assessed against Lender in connection therewith), Mortgagor shall pay all such Taxes to, for, or on account of, Lender as they become due and payable, prior to delinquency, and, on demand, shall furnish proof of such payment to Lender. Subject to terms and conditions provided herein, if Mortgagor shall fail to pay any such Tax prior to delinquency, then, Lender, at its option may pay any such Tax, together with any delinquency fees, premiums, interest, penalties or similar charges, and, in such event, the amount so paid (i) shall be deemed to be Indebtedness, (ii) shall be a lien on the Property prior to any right or title to, interest in, or claim upon, the Property subordinate to the lien of this Mortgage, and (iii) immediately shall be due and payable, on demand, together with interest thereon at the rate of interest then payable under the Note, including, in calculating such rate of interest, any additional interest which may be imposed under the Note by reason of any default thereunder (such rate of interest being hereinafter referred to as the "Default Rate"), from the date of any such payment by Lender to the date of repayment.

(b) If any Governmental Agency shall at any time require revenue, intangible, documentary or similar stamps to be affixed to this Mortgage or any other Loan Document or shall require the payment of any Taxes with respect to the ownership or recording of this Mortgage or any other Loan Document, Mortgagor, upon demand, shall pay for such stamps in the required amount and shall deliver the same to Lender, for its benefit, together with a copy of the receipted bill therefor. Lender, at its option, may pay for the same together with any delinquency fees, premiums, interest, penalties or similar charges, and, in such event, the amount so paid (i) shall be deemed to be Indebtedness, (ii) shall be a lien on the Property prior to any right or title to, or interest in, or claim upon, the Property subordinate to the lien of this Mortgage, and (iii) immediately shall be due and payable, on demand, together with interest thereon at the Default Rate, from the date of any such payment by Lender to the date of repayment. To the extent permitted under applicable law, Mortgagor shall indemnify Lender for, and shall hold Lender harmless from and against, any and all liability which Lender may incur on account of such revenue, intangible, documentary or other similar stamps or by reason of any Taxes referred to in Section 4(a) hereof whether such liability arises before or after payment of the Indebtedness and whether or not the lien of this Mortgage shall have been released; provided such liability is not caused directly and solely by the fraud, gross negligence or willful misconduct of Lender.

5. Payment of Impositions.

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(a) In addition to the payment of the amounts required under Section 4(a) above, Mortgagor shall pay and discharge no later than the date (the "Delinquency Date") which is the day before the date on which any fine, penalty, interest, late charge or loss may be added thereto or imposed by reason of the non-payment thereof all real property taxes and assessments and personal property taxes, charges for easements or agreements maintained for the benefit of the Property or any portion thereof, general and special assessments and levies, permit, inspection and license fees, water and sewer rents and charges and any other charges of every kind and nature whatsoever, foreseen or unforeseen, ordinary or extraordinary, public or private, which, at any time, are imposed upon or levied or assessed against Mortgagor or the Property or any portion thereof, or which arise with respect to, or in connection with, the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or restoration of the Real Estate or any portion thereof, together with any penalties, interest or late charges which may be imposed in connection with any of the foregoing (all of the foregoing taxes, assessments, levies and other charges, together with such interest, penalties and late charges, being hereinafter collectively referred to as the "Impositions"). If, however, any Legal Requirement shall allow that any Imposition may, at Mortgagor's option, be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may exercise the option to pay such Imposition in such installments, and, in such event, Mortgagor shall be responsible for the payment of all such installments, together with the interest, if any, thereon, in accordance with the provisions of the applicable Legal Requirement. Not later than the Delinquency Date, Mortgagor shall deliver to Lender evidence acceptable to Lender showing the payment of such Imposition. Mortgagor also shall deliver to Lender, within ten (10) days after receipt thereof, copies of all settlements pertaining to any Imposition which may be issued by any Governmental Agency. Notwithstanding anything set forth above, Mortgagor shall also deposit with Lender, with each monthly payment made pursuant to the Note, one-twelfth (1/12) of the annual real estate taxes as reasonably estimated by Lender. If the amount of the funds held by Lender shall not be sufficient to pay all such charges as herein provided, Mortgagor shall pay to Lender any amount necessary to make up the deficiency within 15 days from the date notice is mailed by Lender to Mortgagor requesting payment thereof. If the amount of the funds held by Lender exceeds the amount necessary to pay the real estate taxes as herein provided, the excess funds shall be applied to the next accruing payment of real estate taxes that is due. Lender shall not be required to segregate or pay interest on any such funds deposited with it.

(b) Nothing contained in this Mortgage shall affect any right or remedy of Lender under this Mortgage or otherwise to pay, and without notice or demand so long as any Event of Default is continuing, any Imposition from and after the date on which such Imposition shall have become delinquent and, in such event, the amount so paid (i) shall be deemed to be Indebtedness, (ii) shall be a lien on the Property prior to any right or title to, interest in, or claim upon, the Property subordinate to the lien of this Mortgage, and (iii) shall be immediately due and payable on demand, together with interest thereon at the Default Rate, from the date of any such payment by Lender to the date of repayment.

6. Deposits.

(a) Subject to the provisions of paragraph (b) below, and in addition to the separate real estate tax deposits required under Section 5(a), in order to assure the payment of all Impositions under Section 5 hereof and all premiums for insurance required under Section 7

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hereof, Mortgagor agrees that, after occurrence and during the continuation of an Event of Default, or upon demand made by Lender, Mortgagor shall deposit with Lender, for its benefit on the first day of each month from and after the date hereof, an amount equal to one-twelfth (1/12th) of each of (i) the annual Impositions, and (ii) the annual premiums for the insurance required to be provided hereunder with respect to the Real Estate (such premiums for insurance being hereinafter referred to as the "Insurance Premiums"). The amount of annual Impositions and Insurance Premiums, when unknown shall be reasonably estimated by Lender based upon the prior calendar year's Impositions and Insurance Premiums. Such deposits shall be used by Lender to pay Impositions and Insurance Premiums when due. From time to time, on demand, Mortgagor shall pay to Lender additional sums sufficient to permit payment of the next due installments of Impositions and Insurance Premiums, if, and to the extent that, the required monthly deposits thereafter falling due before the respective payment dates would otherwise be insufficient to permit the full payment thereof. After occurrence and during the continuation of an Event of Default, Lender may apply any funds deposited with Lender for Impositions or Insurance Premiums to the payment of any of the Indebtedness or to the performance of any such Obligation. To the extent permitted by law, the sums deposited pursuant to this Section 6 shall bear no interest and may be commingled with other funds of Lender. Upon an assignment of this Mortgage, Lender shall pay over the balance of any sums deposited pursuant to this Section 6 and then in its possession to Lender's assignee, and, thereupon, Lender shall be completely released from all liability with respect to such sums and Mortgagor shall look solely to Lender's assignee with respect thereto. The foregoing provisions shall apply to every transfer of such deposits to a new assignee. Upon payment of the entire amount of the Indebtedness and performance of the Obligations in accordance with the provisions of this Mortgage and the other Loan Documents, or, at the election of Lender, at any prior time, the balance of the deposits then in Lender's possession shall be paid to Mortgagor. Mortgagor, at Lender's request, shall make the aforesaid deposits with such servicer or financial institution as Lender from time to time shall designate.

(b) Notwithstanding anything to the contrary contained in paragraph (a) above, (i) Lender may not make such demand for deposits under paragraph (a) above, and may not require such deposits, unless and until an Event of Default shall have occurred and be continuing beyond any applicable cure period; and (ii) as soon as such information is available, in each year during the term hereof, Mortgagor shall submit to Lender a statement (with supporting evidence) of the amount of Impositions and Insurance Premiums payable during the fiscal year ending on the immediately preceding December 31 with respect to the Real Estate and indicating the dates and amounts of Mortgagor's payments in respect thereof (with supporting evidence).

(c) Payments to the Lender under this Section 6 or Section 7 shall not constitute payments of principal and interest on the Obligations secured by this Mortgage, unless applied to the Obligations specifically in accordance with this Section 6.

7. Insurance and Casualty.

(a) The Mortgagor will insure and keep insured the Property and each and every part and parcel thereof against such perils and hazards as the Lender may from time to time require, and in any event including:

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(i) Insurance against loss to any improvements on the Property caused by fire, lightning and risks covered by the so-called "all risk" endorsement and such other risks as the Lender may reasonably require, in amounts equal to the full replacement value of the improvements, plus the cost of debris removal, with full replacement cost endorsement;

(ii) Commercial general liability insurance against bodily injury and property damage in any way arising in connection with the Property with such limits as the Lender may reasonably require and in any event not less than THREE MILLION DOLLARS (\$3,000,000.00) single limit coverage naming Lender as additional insured;

(iii) During the making of any alterations or improvements to the Property (1) insurance covering claims based on the owner's contingent liability not covered by the insurance provided in Subsection (ii) above; (2) Worker's Compensation insurance covering all persons engaged in making such alterations or improvements; and (3) builder's risk insurance complete form;

(iv) Federal Flood Insurance in the maximum obtainable amount up to the amount of the Indebtedness evidenced by this Mortgage and the Note, if the Property is in a "flood plain area" as defined by the Federal Insurance Administration pursuant to the Federal Flood Disaster Protection Act of 1973, as amended;

(v) Rental value insurance (or, at the discretion of the Lender, business interruption insurance) in amounts sufficient to pay during any period of up to one (1) year in which the Property may be damaged or destroyed (i) all rents derived from the Property, and (ii) all amounts (including, but not limited to, all taxes, assessments, utility charges and insurance premiums) required herein to be paid by the Mortgagor by tenants of the Property; and

(vi) Boiler and Machinery Insurance when such fixtures and equipment, if any, are connected and ready for use.

(b) All policies of insurance to be maintained and provided as required by Section 7 hereof shall:

(i) be in forms reasonably acceptable to Lender, and in companies having the best available and commercially reasonable rating, as reasonably approved by Lender (but which shall not be required to be a higher rating than currently held by Mortgagor's insurers) and which are licensed to transact business in the State in which the Property is located, and in amounts reasonably satisfactory to Lender, and all policies of casualty insurance shall have attached thereto mortgagee clauses, lender's loss payee endorsements, or endorsements in favor of and with loss payable to Lender acceptable to Lender;

(ii) contain endorsements that no act or negligence of the insured or any occupant and no occupancy or use of the Property for purposes more hazardous than permitted by the terms of the policies will affect the validity or enforceability of such policies as against Lender;

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(iii) be written in amounts equal to the full replacement cost of all of the improvements to the Property; and

(iv) provide for thirty (30) days prior written notice of cancellation or material modification to Lender.

Mortgagor will deliver binding evidences of insurance evidencing all policies and renewal policies to Lender, and in case of insurance policies about to expire, the Mortgagor will deliver renewal certificates not less than thirty (30) days prior to the respective dates of expiration. Upon Lender's written request, Mortgagor will deliver all policies, including additional and renewal policies, to Lender.

(c) The Mortgagor will give the Lender prompt notice of any damage to or destruction of the Property, and,

(i) In case of loss covered by policies of insurance, the Lender (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagor, or (ii) allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; provided that the Mortgagor may itself adjust losses aggregating not in excess of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00), and provided further that in any case the Lender shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by the Lender in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness, and shall be reimbursed to the Lender upon demand;

(ii) In the event of any damage to or destruction of the Property or any part thereof (herein called a "Casualty") and if, in the reasonable judgment of the Lender, the Property can be restored to an architectural and economic unit of the same character and not less valuable than the same was prior to the Casualty, and adequately securing the outstanding balance of the Indebtedness and the insurers do not deny liability to the insured, then, if no Event of Default as hereinafter defined shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding (herein generally called "Restoring") the Property or any part thereof subject to Casualty. Notwithstanding the foregoing, in the event the cost of restoration exceeds any insurance proceeds, Mortgagor shall promptly deposit with Lender a sum equal to the amount by which the estimated costs of restoration of the Property (as determined by Lender in its good faith judgment) exceeds the actual net insurance proceeds;

(iii) If in the reasonable judgment of Lender the Property cannot be restored to an architectural and economic unit as provided for in Subsection (ii) above, then at any time from and after the Casualty, upon thirty (30) days written notice to Mortgagor, Lender may declare the entire balance of the Indebtedness to be, and at the expiration of such thirty (30) day period the Indebtedness shall be and become, immediately due and payable;

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(iv) Except as provided for in Subsection (ii) of this Section 7(c), Lender shall apply the proceeds of insurance (including amounts not required for Restoring effected in accordance with Subsection (ii) above) consequent upon any Casualty toward the Indebtedness, in such order or manner as the Lender may elect; provided that no premium or penalty shall be payable in connection with any prepayment of the Indebtedness made out of insurance proceeds as aforesaid;

(v) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring of the Property, Mortgagor hereby covenants to restore the same so that the Property will be of at least equal value and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the Lender; and

(vi) Any portion of the insurance proceeds remaining after payment in full of the Indebtedness shall be paid to Mortgagor or as ordered by a court of competent jurisdiction.

(d) Payments to the Lender under this Section 7 shall not constitute payments of principal and interest on the Obligations secured by this Mortgage, unless applied to the Obligations specifically in accordance with this Section 7.

8. Condemnation/Eminent Domain. The Mortgagor will give Lender prompt notice of any proceedings, instituted or threatened, seeking condemnation or taking by eminent domain or any like process (herein generally called a "Taking"), of all or any part of the Property, including damages to grade; and

(a) Mortgagor hereby assigns, transfers and sets over unto Lender the entire proceeds of any Award consequent upon any Taking;

(b) If in the reasonable judgment of the Lender the Property can be restored to an architectural and economic unit of the same character and not less valuable than the Property prior to such Taking and adequately securing the outstanding balance of the Indebtedness, then if no Event of Default, as hereinafter defined, shall have occurred and be then continuing, the Award shall be applied to reimburse Mortgagor for the cost of Restoring the portion of the Property remaining after such Taking;

(c) If in the reasonable judgment of Lender the Property cannot be restored to an architectural and economic unit as provided for in Subsection (b) above, then at any time from and after the Taking, upon thirty (30) days written notice to Mortgagor, Lender may declare the entire balance of the Indebtedness to be, and at the expiration of such thirty (30) day period the Indebtedness shall be and become, immediately due and payable;

(d) Except as provided for in Subsection (b) of this Section 8, Lender shall apply any Award (including the amount not required for restoration effected in accordance with Subsection (b) above) toward the Indebtedness in such order or manner as Lender may elect; provided that no premium or penalty shall be payable in connection with any prepayment of the Indebtedness made out of any Award as aforesaid;

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(e) In the event that any Award shall be made available to the Mortgagor for Restoring the portion of the Property remaining after a Taking, Mortgagor hereby covenants to restore the remaining portion of the Property so that it will be of at least equal value and of substantially the same character as prior to such Taking, all to be effected in accordance with plans and specifications to be first submitted to and approved by Lender; and

(f) Any portion of any Award remaining after payment in full of the Indebtedness shall be paid to Mortgagor or as ordered by a court of competent jurisdiction.

9. Prohibition of Assignments and Encumbrances by Mortgagor. Except as expressly contemplated hereby, until the provisions of this Agreement have been fully complied with, Mortgagor shall not, without the prior written consent of Lender, create, effect, consent to, attempt, contract for, agree to make, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation, or attempt to do any of the foregoing, of any of the following rights, properties or interests which occurs, is granted, accomplished, attempted or effectuated without Lender's prior written consent shall constitute a "Prohibited Transfer" hereunder:

(a) Mortgagor's interests in the Property, or any part thereof, interest therein or earnings thereon, excepting only sales or other dispositions of collateral no longer useful in connection with the operation of the Property (herein called "Obsolete Collateral"), provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by collateral of at least equal value and utility and subject to the liens and security interests of the Loan Documents with the same priority as such liens and security interests in the collateral a disposed of;

(b) if Mortgagor, any beneficiary of a trustee Mortgagor, any general partner in a partnership Mortgagor or partnership which is a beneficiary of a trustee Mortgagor is a corporation or any owner of substantially all of the stock of such corporation is itself a corporation (other than a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealer's Automated Quotation System), any shares of capital stock of such corporation; or

(c) if Mortgagor, any beneficiary of a trustee Mortgagor is a partnership or limited liability company, all or any part of the partnership or limited liability company interest, as the case may be, in such partnership or limited liability company;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Section shall not apply (i) to liens securing the Loan, or (ii) to the lien of current taxes and assessments not in default. NOTICE - THE INDEBTEDNESS IS SUBJECT TO ACCELERATION IN THE EVENT OF A TRANSFER WHICH IS PROHIBITED UNDER THIS SECTION 9.

10. Discharge of Liens. Except as otherwise provided in, or permitted by this Mortgage, Mortgagor at all times shall keep the Property free from the liens of mechanics,

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laborers, contractors, subcontractors and materialmen filed or otherwise and, except for the Permitted Encumbrances and any new or additional mortgage or conveyance which may be made by Lender, free from any and all other liens, claims, charges or encumbrances of any kind or nature whatsoever.

11. Leases; Assignment of Leases and Rents.

(a) Mortgagor has no right or power, as against Lender, without the prior written consent of Lender, which consent may be withheld in Lender's sole discretion, in each case (i) to enter into or modify or amend, terminate, waive, or cancel, any of the terms, covenants or conditions of any Leases, (ii) to consent to any assignment of any Lease or any subletting of the portion of the Real Estate subject to any Lease, (iii) to assign, mortgage or otherwise encumber any of the Leases or any of the Rents due or to become due thereunder or to which Lender may now or hereafter become entitled, or (iv) to accept prepayments of installments of rent for more than thirty (30) days in advance of the time when the same shall become due or to anticipate the rents thereunder, except for security deposits not in excess of one (1) month's rent. Mortgagor shall notify Lender as soon as Mortgagor is aware of the same and not later than six (6) months prior to the date of the expiration of the term of any Lease of its intention either to renew or not renew any such Lease and if Mortgagor shall intend to renew the Lease, the terms and conditions of any such renewal Lease.

(b) In addition to containing such other terms and conditions as Lender shall approve, each Lease which shall be entered into in accordance with the provisions hereof shall (i) not permit the lessee thereunder to terminate or invalidate the terms of its Lease as a result of any action taken by Lender to enforce this Mortgage either by foreclosure, or acceptance of a deed in lieu of foreclosure, or by resort to any other rights or remedies available to Lender hereunder or at law or in equity, (ii) include a subordination clause providing that the Lease and the interest of the lessee thereunder in the Property are in all respects subject and subordinate to this Mortgage, (iii) provide that, at the option of Lender or the purchaser at a foreclosure sale or the grantee in a voluntary conveyance in lieu of foreclosure, the lessee thereunder shall attorn to Lender or to such purchaser or grantee under all of the terms of the Lease and recognize such entity as the lessor under the Lease for the balance of the term of the Lease, and (iv) provide that, in the event of the enforcement by Lender of the rights and remedies provided by law or in equity or by this Mortgage, any person succeeding to the interest of Lender as a result of such enforcement shall not be bound by any prepayment of installments of rent for more than thirty (30) days in advance of the time when the same shall become due or any material amendment, modification, extension, cancellation or renewal of the Lease made without the prior written consent of Lender in its sole discretion.

(c) As to all Leases which shall be consented to by Lender, Mortgagor shall (i) promptly perform all of the provisions of such Leases on its part to be performed, (ii) promptly enforce in all material respects, all of the material provisions of such Leases on the part of the lessees thereunder to be performed, (iii) refrain from taking any action which would result in the diminution of the Rents under Leases, (iv) appear in and prosecute or defend any action or proceeding arising under, growing out of, or in any manner connected with, the Leases to which it is a party, (v) exercise, within five (5) days after demand by Lender, any right to request from the lessee under any Lease a certificate with respect to the status thereof, (vi) deliver to Lender,

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within five (5) days after demand by Lender, a written statement containing the names of all lessees, the terms of all Leases and the spaces occupied and rentals payable thereunder and a statement of all Leases which are then in default, including the nature and magnitude of any such default, and (vii) promptly deliver to Lender a fully executed counterpart of each Lease upon the execution of the same. All Leases, if any, shall be subject and subordinate to this Mortgage.

(d) As additional security for the Obligations and performance of the covenants and agreements set forth herein, pursuant to Illinois Compiled Statutes, 765 ILCS 5/31.5, Mortgagor hereby assigns and grants to Lender from and after the date hereof a security interest in the Leases and Rents whether due or to become due, primarily, on a parity with the Property, and not secondarily. These assignments shall run with the land and shall be good and valid against the Mortgagor and all persons claiming by, under, or through the Mortgagor from the date of recording of this Mortgage and shall continue to be operative during foreclosure or any other proceedings taken to enforce this Mortgage. If any foreclosure sale results in a deficiency, the assignments shall continue as security during the foreclosure redemption period, if any. Nothing contained in this Section 11 shall be construed to bind Lender to the performance of any of the terms, covenants, conditions or agreements contained in any of the Leases or otherwise impose any obligation on Lender (including, but without limiting the generality of the foregoing, any liability under the covenant of quiet enjoyment contained in any Lease in the event that any lessee shall have been joined as a party defendant in any action to foreclose this Mortgage or commenced by reason of an Event of Default hereunder or in the event any lessee shall have been barred and foreclosed of any or all right, title and interest and equity of redemption in the Property). Mortgagor hereby further grants to Lender the right, but not the obligation, exercisable after the occurrence of an Event of Default and Borrower hereby irrevocably appoints Lender as its attorney-in-fact, which power of attorney is with full power of substitution and coupled with an interest, to do all things during the continuance of any Event of Default, including (i) to enter upon and take possession of the Real Estate for the purpose of collecting the Rents, and/or exercising any rights or remedies under the Leases, (ii) to dispossess by the usual summary proceedings any lessee defaulting in making any payment due under any Lease to Lender or defaulting in the performance of any of its other obligations under its Lease, (iii) to let the Real Estate or any portion thereof, (iv) to apply the Rents on account of the Indebtedness, and (v) to perform such other acts as Lender is entitled to perform pursuant to this Section 11. Such assignment and grant shall continue in effect until the entire amount of the Indebtedness shall be paid in full and all of the Obligations shall be fully performed in accordance with this Mortgage and the other Loan Documents, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Real Estate by Lender pursuant to such grant, whether or not an action to foreclose this Mortgage has been instituted and without applying for a receiver. Lender, however, grants to Mortgagor, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor and its successors and not to any lessee or other person, a license, revocable upon five (5) days' written notice to Mortgagor, following the occurrence of an Event of Default, to collect all of the Rents and to retain, use and enjoy the same.

(e) Mortgagor shall receive the Rents as set forth in Section 11 (d) hereof and after an Event of Default shall hold the right to receive the Rents as a trust fund to be applied first to the payment of Impositions and then to the payment of the Indebtedness and, thereafter,

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to the payment of insurance premiums for policies required to be provided hereunder before using any part of the total of the same for any other purpose.

(f) Upon notice and demand, Mortgagor shall, from time to time, execute, acknowledge and deliver to Lender, or shall cause to be executed, acknowledged and delivered to Lender in form reasonably satisfactory to Lender, one or more separate assignments (confirmatory of the general assignment provided in this Section 11) of the lessor's interest in any Lease. Mortgagor shall pay to Lender the reasonable expenses incurred by Lender in connection with the preparation and recording of any such instrument.

12. Estoppel Certificates. Either party, within ten (10) days after request by the other party, shall deliver, in form reasonably satisfactory to Lender, a written statement, duly executed and acknowledged, setting forth the amount of the Indebtedness then outstanding and whether any offsets, claims, counterclaims or defenses exist against the Indebtedness secured by this Mortgage, and if any are alleged to exist, the nature thereof shall be set forth in detail.

13. Expenses. Mortgagor shall pay all reasonable out-of-pocket expenses of Lender in connection with the preparation of this Mortgage and the Loan Documents (including, without limitation, the reasonable fees and expenses of all of its counsel retained in connection with this Mortgage and the Loan Documents and the transactions contemplated thereby, as well as all costs incurred in connection with or related to the filing or recording of the Loan Documents).

14. Lender's Right to Perform. Upon the occurrence of an Event of Default hereunder, which is then continuing, Lender may (but shall be under no obligation to), at any time perform the Obligations, without waiving or releasing Mortgagor from any Obligations or any Event of Default under this Mortgage, and, in such event, the reasonable cost thereof, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, reasonable costs and disbursements incurred in connection therewith (a) shall be deemed to be Indebtedness, (b) shall be a lien on the Property prior to any right or title to, interest in, or claim upon, the Property subordinate to the lien of this Mortgage, and (c) shall be payable, on demand, together with interest thereon at the Default Rate, from the date of any such payment by Lender to the date of repayment to Lender. No payment or advance of money by Lender pursuant to the provisions of this Section 14 shall cure, or shall be deemed or construed to cure, any such Event of Default by Mortgagor hereunder or waive any rights or remedies of Lender hereunder or at law or in equity by reason of any such Event of Default.

15. Mortgagor's Existence. Mortgagor shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of its State of organization and the laws of the State in which the Property is located and its right to own property and transact business in such States.

16. Lender's Costs and Expenses. If (a) Mortgagor shall fail to make any payment of Indebtedness when the same shall be due and payable, subject to all applicable grace, notice and cure periods under the Loan Documents, or shall fail in any material respect to perform any of the Obligations under this Mortgage or any other Loan Document, or (b) Lender shall exercise any of its rights or remedies hereunder in accordance with the terms hereof, or (c) any action or proceeding is commenced in which it becomes necessary to defend or uphold the lien or priority

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of this Mortgage or any action or proceeding is commenced in connection herewith to which Lender is or becomes a party, or (d) the taking, holding or servicing of this Mortgage by Lender is alleged to subject Lender to any civil or criminal fine or penalty, and such civil or criminal fine or penalty is not due to the fraud, gross negligence or willful misconduct of Lender, or (e) Lender's review and approval of any document, including, but without limiting the generality of the foregoing, any Lease, is requested by Mortgagor or reasonably required by Lender, then, in any such event, all such reasonable costs, expenses and fees reasonably incurred by Lender in connection therewith (including, but without limiting the generality of the foregoing, any civil or criminal fines or penalties and reasonable attorneys' fees, reasonable costs and disbursements) (i) shall be deemed to be Indebtedness, (ii) shall be a lien on the Property prior to any right or title to, interest in, or claim upon, the Property subordinate to the lien of this Mortgage, and (iii) shall be payable, on demand, together with interest thereon at the Default Rate, from the date of any such payment by Lender to the date of repayment. In any action to foreclose this Mortgage or to recover or collect the Indebtedness or any portion thereof, the provisions of this Section 16 with respect to the recovery of reasonable costs, expenses, disbursements and penalties shall prevail unaffected by the provisions of any Legal Requirement with respect to the same to the extent that the provisions of this Section 16 are not inconsistent therewith or violative thereof.

17. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(a) A default in the payment of any charges, fees, or other monetary obligations owing to Lender arising out of or incurred in connection with this Mortgage when such payment is due and payable;

(b) Any failure of Mortgagor to strictly comply with Section 7 (insurance), Section 9 (prohibited transfers), and Section 10 (no additional liens) of this Mortgage;

(c) A default in the due observance or performance by Mortgagor of any other term, covenant or agreement contained in this Mortgage, which default shall have continued unremedied for a period of twenty (20) days after written notice of Lender; or

(d) The occurrence of any default and the expiration of any cure period expressly applicable thereto, if any, under the Note or any other Loan Document;

(e) A default of Mortgagor's affiliate, Windy Station Inc. of the PMFA.

(f) A default of the CDCCA.

All cure periods provided for in this section shall run concurrently with any cure period provided for in any applicable Loan Documents under which the default occurred.

Upon the occurrence of an Event of Default, at the option of Lender, the Indebtedness and Obligations shall become immediately due and payable without notice to Mortgagor and Lender shall be entitled to all of the rights and remedies provided in the Loan Documents or at law or in equity. Each remedy provided in the Loan Documents is distinct and cumulative to all other rights or remedies under the Loan Documents or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

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18. Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default hereunder, Lender may, without notice, presentment, demand or protest, all of which are hereby expressly waived by Mortgagor to the extent permitted by applicable law, take such action as Lender deems advisable, in its sole discretion, to protect and enforce its rights in and to the Property, including, but without limiting the generality of the foregoing, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender hereunder or at law or in equity:

(i) Lender may declare the entire amount of the Indebtedness immediately due and payable. Thereupon, all of the other Obligations also shall become immediately due and payable.

(ii) Lender may, without releasing Mortgagor from any Obligation under this Mortgage or any other Loan Document and without waiving any Event of Default, exercise any of its rights and remedies under Section 14 hereof.

(iii) Lender may (1) institute and maintain an action for foreclosure against any of the Property, and against any property subject to any of the New Security Instruments, (2) institute and maintain an action with respect to the Property under any other Loan Document, or (3) take such other action as may be allowed at law or in equity for the enforcement of this Mortgage, the New Security Instruments and the other Loan Documents. Lender may proceed in any such action to final judgment and execution thereon for the whole of the Indebtedness, together with interest thereon at the Default Rate, from the date on which the Event of Default occurred to the date of repayment, and all reasonable costs of any such action, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, reasonable costs, disbursements, and protective advances.

(iv) Lender may, to the extent permitted by law, and without releasing Mortgagor from any Obligation under this Mortgage, and without waiving any Event of Default, enter upon and take possession of the Real Estate or any portion thereof, either personally or by its agents, nominees or attorneys, and dispossess Mortgagor and its agents and servants therefrom and, thereupon, Lender may (1) use, manage and operate the Real Estate and the business conducted upon the Real Estate, and (2) exercise all rights and powers of Mortgagor with respect to the Property, either in the name of Mortgagor or otherwise, including, but without limiting the generality of the foregoing, the right to make, cancel, enforce or modify Leases, obtain and evict lessees, establish or change the amount of any Rents and the manner of collection thereof, make repairs and improvements necessary or advisable, and perform any acts which the Lender deems proper, in its reasonable discretion, to protect the security of this Mortgage. The Lender may advance moneys to a receiver for such purpose. Any money so expended or advanced by the Lender or by a receiver shall be added to and become part of the Obligations secured by this Mortgage. After deduction of all reasonable costs and expenses of operating and managing the Real Estate, including, but without limiting the

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generality of the foregoing, reasonable attorneys' fees, costs and disbursements, administration expenses, management fees and brokers' commissions, satisfaction of liens on any of the Property, payment of Impositions, claims and Insurance Premiums, invoices of persons who may have supplied goods and services to or for the benefit of any of the Property and all reasonable costs and expenses of the maintenance, repair, restoration, alteration or improvement of any of the Property, Lender shall apply the Rents received by Lender to payment of the Indebtedness or performance of the Obligations in accordance with the provisions of the Loan Documents. Lender may apply the Rents received by Lender to the payment of any or all of the foregoing in such order and amounts as Lender, in its sole discretion, may elect. Lender may, in its sole discretion, determine the method by which, and extent to which, the Rents will be collected and the obligations of the lessees under the Leases enforced and Lender may waive or fail to enforce any right or remedy of the lessor under any Lease.

(v) Notwithstanding anything in this Mortgage, the Note, or the Loan Documents to the contrary, Lender shall be entitled to all rights and remedies that a Lender would have under Illinois law or in equity including, but not by way of limitation, 735 ILCS 5/15, et al., Receiverships, 735 ILCS 5/15-1704, and the Revised Uniform Commercial Code, 810 ILCS 5/1-101, etc. (the "Illinois UCC") (such laws, as amended, modified and/or recodified from time to time, are collectively referred to herein as the "Applicable Law"). In the event of any inconsistency between the provisions of this Mortgage, the Note or the Loan Documents, and the provisions of Applicable Law, the provisions of Applicable Law shall take precedence, but shall not invalidate or render unenforceable any other provisions of this Mortgage, the Note or the Loan Documents that can be construed in a manner consistent with Applicable Law. Conversely, if any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Mortgagor which are more limited than the rights or remedies that would otherwise be vested in the Lender under Applicable Law in the absence of said provision, Lender shall be vested with the rights and remedies granted under Applicable Law. Notwithstanding any provision in this Mortgage relating to a power of sale or other provision for sale of the Property upon default other than under a judicial proceeding, any sale of the Property pursuant to this Mortgage will be made through a judicial proceeding, except as otherwise may be permitted under the Illinois UCC.

(vi) To the extent the Applicable Law limits (i) the availability of the exercise of any of the remedies set forth in this Mortgage, including without limitation the remedies involving a power of sale on the part of Lender and the right of Lender to exercise self-help in connection with the enforcement of the terms of this Mortgage, or (ii) the enforcement of waivers and indemnities made by Mortgagor, such remedies, waivers, or indemnities shall be exercisable or enforceable, any provisions in this Mortgage to the contrary notwithstanding, if, and to the extent, permitted by the laws in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities without regard to whether such remedies, waivers or indemnities were enforceable at the time of the execution and delivery of this Mortgage.

(vii) To the extent permitted by applicable law, Lender may disaffirm and cancel any Lease affecting the Real Estate or any portion thereof at any time during the

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period that it is exercising its remedies under this Section 18 and following Lender's foreclosure on the Property, even though Lender shall have enforced such Lease, collected Rents thereunder or taken any action that might be deemed by law to constitute an affirmation of such Lease. Such disaffirmance shall be made by notice addressed to the lessee at the Real Estate or, at Lender's option, such other address of the lessee as may be set forth in such Lease.

(b) Upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed may, upon application of Lender in accordance with 735 ILCS 5/15-1704 or at any time thereafter, either before or after foreclosure sale, and without notice to Mortgagor or to any party claiming under Mortgagor, without regard to the solvency or insolvency at the time of such application of any person then liable for payments of any of the indebtedness, without regard to the then value of the Real Estate, and without requiring any bond from the complainant in such proceedings, appoint a receiver for the benefit of Lender (which may be Lender), with power to take possession, charge, and control of the Property, including, without limitation, the Real Estate, to operate or lease the same, to keep the Real Estate insured and in good repair, and to collect any revenues of operation or Rents during the pendency of such foreclosure suit and, in case of foreclosure sale and a deficiency, during any period of redemption. The court may, from time to time, authorize said receiver to pay the net amounts remaining in said receiver's hands, after deducting reasonable compensation for the receiver and the receiver's counsel to be allowed by the court, to Lender to be applied to the Indebtedness in accordance with this Mortgage or the Note. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by one or any foreclosure or by one or any sale, and may be foreclosed successively and in parts, until all of the Real Estate has been foreclosed against and sold.

(c) In the case of a sale pursuant to an order, decree or judgment of foreclosure, the Real Estate may, at Lender's election, be sold in one (1) parcel. Lender shall receive the proceeds of any such sale and shall apply the proceeds of such sale as follows, in the following order:

(i) to all reasonable costs, fees, charges and expenses reasonably incurred by Lender in connection with any Event of Default hereunder, the exercise of any of the rights and remedies of Lender hereunder and any such sale including, but without limiting the generality of the foregoing, reasonable attorneys' fees, reasonable costs and disbursements, receiver's fees, all expenses of such sale, including reasonable publication costs, stenographic charges, title searches and surveys, guarantee policies, Torrens certificates and documentary stamps and transfer taxes and recording fees and charges; and

(ii) to payment of outstanding Impositions; and

(iii) to payment of the amount of the Indebtedness then outstanding to Lender and such other holders of instruments or agreements evidencing the Indebtedness, and performance of all of the other Obligations, in such manner and order of priority or preference as Lender may, in its sole discretion, determine; and

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(iv) the balance, if any, to the persons legally entitled thereto.

(d) Upon the occurrence and during the continuation of any Event of Default hereunder, Lender may, under its power of sale, sell, assign, transfer and deliver the whole or, from time to time, any part of the Property, or any interest in any part thereof, at any private sale or at public auction, with or without demand, advertisement or notice of the time or place of sale or adjournment thereof, or otherwise, for cash, on credit or for other property, for immediate or future delivery, and for such price or prices and on such terms as Lender in its uncontrolled discretion may determine, or as may be required by law. Upon the occurrence and during the continuation of an Event of Default and upon acceleration of the Indebtedness, Mortgagor shall irrevocably appoint Lender as true and lawful attorney of Mortgagor in its name and stead and on its behalf, for the purpose of (i) collecting the Rents after the occurrence of an Event of Default; (ii) settle for, collect and receive any awards payable under Section 8 from the authorities making the same; (iii) execute, deliver and file, at Mortgagor's sole cost and expense, such instruments as the Lender may require in order to perfect, protect and maintain its liens and security interest on any portion of the Property; (iv) effectuate any sale, assignment, transfer or delivery for the enforcement of this Mortgage, whether pursuant to foreclosure or power of sale or otherwise; (v) execute and deliver all such deeds, bills of sale, assignments and other instruments as Lender may consider necessary or appropriate, with full power of substitution, Mortgagor hereby ratifying and confirming all that its said attorney or any substitute shall lawfully do by virtue hereof. Nevertheless, if so requested by Lender or any purchaser, Mortgagor shall ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to Lender or such purchaser all proper deeds, bills of sale, assignments, releases and other instruments as may be designated in any such request.

(e) Lender may be a purchaser of the Property or of any part thereof or of any interest therein at any sale thereof, whether pursuant to foreclosure or power of sale or otherwise hereunder, and may apply upon the purchase price thereof any outstanding Indebtedness. Lender shall, upon such purchase, acquire good title to the Property so purchased, free of the lien of this Mortgage and free of all rights of redemption in Mortgagor.

(f) Upon any sale of the Property or any part thereof or any interest therein, whether pursuant to foreclosure or power of sale or otherwise hereunder, the receipt of the officer making the sale under judicial proceedings or of Lender shall be sufficient discharge to the purchaser for the purchase money and such purchaser shall not be obliged to see to the application thereof.

(g) Any sale of the Property or any part thereof or any interest therein, whether pursuant to foreclosure or power of sale or otherwise hereunder, shall forever be a perpetual bar against Mortgagor.

(h) Mortgagor shall bear all reasonable expenses, including without limitation reasonable attorneys' fees, reasonable costs and disbursements, of or incidental to, enforcement of any provision of this Mortgage or the Indebtedness and for the compromise, curing, defending or asserting any provision, right or claim with respect thereto, by litigation or otherwise.

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(i) The remedies and rights granted to Lender hereunder are cumulative and are not in lieu of, but are in addition to, and shall not be affected by the exercise of, any other remedy or right available to Lender whether now or hereafter existing either at law or in equity or under this Mortgage or any other Loan Document.

(j) Mortgagor shall indemnify and hold Lender harmless and defend Lender from any loss, liability, cost and expense (including without limitation attorneys' fees and disbursements) and all claims, actions, proceedings and suits arising out of, or in connection with, any lawful action by Lender to enforce this Mortgage or any Loan Document, whether or not any action, proceeding or suit is filed.

(k) In the event Lender commences a foreclosure action against the Property, Lender is entitled to pursue a deficiency judgment with respect to such obligations against Mortgagor and any guarantor or indemnitor with respect to the Loan.

19. Security Agreement under Uniform Commercial Code. It is the intention of Mortgagor and Lender that, as to fixtures, as such term is defined in 810 ILCS 5/9-102(a)(41), that are part of the Property, this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of the State in which the Property is located, and effective as a continuously perfected financing statement filed pursuant to 810 ILCS 5/9-102 as a fixture filing from the date of the filing of this Mortgage for record with the Cook County, Illinois Clerk. In order to satisfy 810 ILCS 5/9-502, the following information is hereby provided:

Name of Debtor:	WINDY PROPERTY INVESTMENTS LLC , an Illinois limited liability company
Address of Debtor:	545 Mannheim Road Bellwood, Illinois 60104
Type of Organization:	Limited liability company
State of Organization:	Illinois
Name of Secured Party:	LGP REALTY HOLDINGS LP , a Delaware limited partnership
Address of Secured Party:	645 Hamilton Street, Suite 400 Allentown, PA 18101
Record Owner of Property:	WINDY PROPERTY INVESTMENTS LLC , an Illinois limited liability company

Mortgagor hereby acknowledges receipt of a copy of this Mortgage in compliance with Lender's obligation to deliver a copy of the fixture filing to Mortgagor pursuant to 810 ILCS 5/9-502 of the Illinois UCC. Notwithstanding the filing of a financing statement covering any of the Property in the records normally pertaining to personal property, all of the Property, for all purposes and in all proceedings, legal or equitable, shall be regarded, at Lender's option (to the extent permitted by law), as part of the Real Estate whether or not any such item is physically attached to the Real Estate or serial numbers are used for the better identification of certain items. The mention in any such financing statement of any of the Property shall never be construed in any way as derogating from or impairing this declaration and hereby stated intention of Mortgagor and Lender that such mention in the financing statement is hereby declared to be

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for the protection of Lender in the event any court shall at any time hold that notice of Lender's priority of interest, to be effective against any third party, including the Federal government or any authority or agency thereof, must be filed in the Uniform Commercial Code records. Pursuant to the provisions of the Uniform Commercial Code, Mortgagor hereby authorizes Lender, without the signature of Mortgagor, to execute and file financing and continuation statements if Lender shall determine, in its sole discretion, that such financing or continuation statements are necessary or advisable in order to preserve or perfect its security interest in the fixtures covered by this Mortgage, and Mortgagor shall pay to Lender, on demand, any expenses incurred by Lender in connection with the preparation, execution and filing of such statements that maybe filed by Lender.

20. No Waivers, Etc. A failure by Lender to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms, covenants, conditions and provisions hereof and Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms, covenants, conditions and provisions of this Mortgage to be performed by Mortgagor. Lender may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Property, any part of the security held for payment of the Indebtedness or any portion thereof or for the performance of the Obligations secured by this Mortgage without, as to the remainder of the security, in any manner whatsoever impairing or affecting the lien of this Mortgage or the priority of the lien of this Mortgage over any subordinate lien. Lender may resort for the payment of the Indebtedness secured by this Mortgage to any other security therefor held by Lender in such order and manner as Lender may elect.

21. Trust Funds. All deposits made as security under any Leases shall be treated as trust funds, shall not be commingled with any other funds of Mortgagor and shall be held in accordance with the provisions of any other applicable Legal Requirements. Within ten (10) days after request by Lender, Mortgagor shall furnish Lender with evidence, satisfactory to Lender, in its sole discretion, of compliance with this Section 21, together with a certified statement of the amount of all of the security deposited by lessees and copies of all Leases not theretofore delivered to Lender.

22. Additional Rights.

(a) Upon confirmation of a sale pursuant to any order, decree or judgment of foreclosure of this Mortgage, the appropriate governmental officer making such sale, or his successor in office, shall be and is hereby authorized immediately to execute and deliver to the purchaser at such sale, a deed, assignment or appropriate document conveying the Property to such purchaser. Upon the execution of such deed, assignment or appropriate document, the recitals therein of facts such as the terms of the sale, the sale, the purchase, payment of purchase money and other facts affecting the regularity or validity of such sale shall be conclusive proof of the truthfulness thereof, that such sale was regularly and validly made, and any such deed, assignment or appropriate document shall be conclusive against all persons as to all matters and facts recited therein.

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(b) The holder of any subordinate lien on the Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage.

23. Waivers by Mortgagor. To the extent permitted by applicable law, and except as provided in the Loan Documents:

(a) Mortgagor hereby waives all errors and imperfections in any proceedings instituted by Lender under this Mortgage or any other Loan Document and all benefit of any present or future statute of limitations or any other present or future statute, law, stay, moratorium, appraisal or valuation law, regulation or judicial decision which, nor shall Mortgagor at any time insist upon or plead, or in any manner whatsoever, claim or take any benefit or advantage of any such statute, law, stay, moratorium, regulation or judicial decision which (i) provides for the valuation or appraisal of the Property prior to any sale or sales thereof which may be made pursuant to any provision herein or pursuant to any decree, judgment or order of any court of competent jurisdiction, (ii) exempts any of the Property or any other property, real or personal, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, (iii) provides for homestead rights or exemptions or provides for any stay of execution, moratorium, marshalling of assets, exemption from civil process, reinstatement, redemption or extension of time for payment, (iv) requires Lender to institute proceedings in foreclosure against the Property before exercising any other remedy afforded Lender hereunder following an Event of Default, (v) affects any of the terms, covenants, conditions or provisions of this Mortgage, or (vi) conflicts with or may affect, in a manner which may be adverse to Lender, any provision, covenant, condition or term of this Mortgage or any other Loan Document, nor shall Mortgagor at any time after any sale or sales of the Property pursuant to any provision herein, including, but without limiting the generality of the foregoing, after any sale pursuant to a judgment of foreclosure, claim or exercise any right under any present or future statute, law, stay, moratorium, regulation or judicial decision to redeem the Property or the portion thereof so sold.

(b) Mortgagor hereby waives the right, if any, to require any sale to be made in parcels, or the right, if any, to select parcels to be sold, and there shall be no requirement for marshalling of assets.

(c) Nothing in this Mortgage shall be deemed to constitute consideration for a waiver or release of, or otherwise be construed as a waiver or release of, the right of Lender or any holder of a judgment on any indebtedness or obligation secured hereby to seek a deficiency judgment against Mortgagor, any guarantor or other person personally liable for the Obligations, whether pursuant to 735 ILCS 5/15, *et seq.* or otherwise, which right to seek a deficiency judgment is hereby preserved, reserved and retained by Lender for itself and its successors and assigns.

(d) WAIVER OF JURY TRIAL. MORTGAGOR AND LENDER (BY ACCEPTANCE HEREOF) EACH HEREBY WAIVES TRIAL BY JURY IN RESPECT OF ANY "CLAIM" UNDER THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY MORTGAGOR, AND MORTGAGOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY

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JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. MORTGAGOR IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION 23(c) IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. MORTGAGOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

24. Failure to Consent. Except as otherwise provided by the Loan Documents, if Mortgagor shall seek the approval by, or the consent of, Lender hereunder or under any other Loan Document, and Lender shall fail or refuse to give such consent or approval, Mortgagor shall not be entitled to any damages for any withholding or delay of such consent by Lender, it being intended that Mortgagor's sole remedy shall be to bring an action for an injunction or specific performance, which remedy of an injunction or specific performance shall be available only in those cases in which Lender has expressly agreed hereunder or under any other Loan Documents not to unreasonably withhold or delay its consent or approval.

25. No Joint Venture or Partnership. Mortgagor and Lender intend that the relationship created hereunder be solely that of Mortgagor and Lender or borrower and lender, as the case may be. Nothing herein is intended to create a joint venture, partnership, tenancy-in-common, or joint tenancy relationship between Mortgagor and Lender nor to grant Lender any interest in the Property other than that of Lender or lender.

26. Notice. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if delivered, when delivered; or (b) if by Federal Express or other reliable overnight courier service, on the next Business Day after delivered to such courier service as set forth below:

If to Borrower: Windy Property Investments LLC
545 Mannheim Road
Bellwood, IL 60104
Attn: Bassam Hussein, Manager

Windy Station Inc.
545 Mannheim Road
Bellwood, IL 60104
Attn: Bassam Hussein, President

With a copy to: Loukas Law, LLC
4061 North Milwaukee Ave.
Chicago, IL 60641
Attn: Tom Loukas

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If to Lender: LGP Realty Holdings LP
645 Hamilton Street, Suite 400
Allentown, PA 18101
Attn: Legal Department

With a copy to: Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Ave., 21st Floor
Chicago, IL 60611
Attn: Jay L. Statland

or at such other address as the party to be served with notice may furnish in writing to the party seeking or desiring to serve notice as a place for the service of notice. Any notice or demand delivered to the person or entity named above to accept notices and demands for such party shall constitute notice or demand duly delivered to such party, even if delivery is refused. "Business Day" shall mean any day other than a Saturday, Sunday or any day that banking institutions in the city in which the principal office of LGP is located are closed.

27. Conflict with the Loan Documents. To the extent there shall be any conflict between the defined terms set forth herein and the defined terms set forth in any other Loan Document, then, the defined terms set forth in this Mortgage shall prevail with respect to this Mortgage.

28. No Modification; Binding Obligations. This Mortgage may not be modified, amended, discharged or waived in whole or in part except by an agreement in writing signed by Mortgagor and Lender. The covenants of this Mortgage shall run with the Land and shall bind Mortgagor and the heirs, distributees, personal representatives, successors and assigns of Mortgagor and all present and subsequent encumbrances, lessees and sublessees of any of the Property and shall inure to the benefit of Lender and its respective successors, assigns and endorsees; provided, however, that the Mortgagor may not assign this Mortgage in whole or in part without the Lender's prior written consent and the Lender at any time may assign this Mortgage in whole or in part.

29. Subrogation. To the extent that Lender, after the date hereof, pays any sum due under any provision of law or any instrument or documents creating any lien prior or superior to the lien of this Mortgage, Lender shall have and be entitled to a lien on the Property equal in priority to that discharged, and Lender shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence for the benefit of Lender to secure the Indebtedness. Lender shall be subrogated, notwithstanding its release of record, to mortgages, trust deeds, superior titles, vendor's liens, liens, charges, encumbrances, rights and equities on the Property to the extent that any obligation under any thereof is paid or discharged with proceeds of disbursements or advances under any instrument evidencing the Indebtedness.

30. No Merger. Unless Lender shall otherwise expressly consent beforehand in writing, the fee title to any part of the Real Estate demised by any lease and the leasehold estates thereunder shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in the lessor or in the lessee, or in a third party by purchase or

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otherwise, and in the event the owner or holder of the leasehold estate created by any such lease becomes the owner of the fee title to the property demised thereby, this Mortgage, without further act, deed, conveyance, mortgage, or other assurance on behalf of said owner or holder, shall be deemed to have covered and spread to the fee estate of the property demised thereby and in the event thereof, upon request of Lender without cost or expense to Lender or any other secured party, the then owner or holder of said lease will execute, acknowledge and deliver all and every such further acts, conveyances, deeds, mortgages, deeds or trust and assurances as Lender shall reasonably require for purposes of accomplishing the subjection of the fee estate to this Mortgage and the spread of this Mortgage thereto.

31. No Liability on Lender. Notwithstanding anything contained herein, this Mortgage is only intended as security for the Indebtedness and Lender shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor under or pursuant to any of the Property, and except as otherwise provided by the Loan Documents, Mortgagor shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under any of the Property or under or by reason of their exercise of rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Property. Lender shall not have responsibility for the control, care, management or repair of the Property; nor shall Lender be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any licensee, employee, tenant or stranger. No liability shall be enforced or asserted against Lender in its exercise of the powers herein granted to it, and Mortgagor expressly waives and releases any such liability. Should Lender incur any such liability, loss or damage, under or by reason hereof, or in the defense of any claims or demands, Mortgagor agrees to reimburse Lender immediately upon demand for the amount thereof, including, without limitation, reasonable costs, expenses and reasonable attorneys' fees. Notwithstanding anything to the contrary contained in this Section 31, the provisions of this Section 31 shall not apply to liability resulting directly and solely from Lender's fraud, gross negligence or willful misconduct or arising from acts or omissions occurring after conveyance of title or possession of the Property to Lender.

32. Indemnification. Mortgagor will indemnify and hold harmless each and every of the following persons or entities: (i) Lender; (ii) any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with, Lender; (iii) any participants and future co-lenders in the Loan; (iv) the directors, officers, partners, employees, attorneys, agents and representatives of each of the foregoing persons and entities; and (v) the heirs, personal representatives, successors and assigns of each of the foregoing persons and entities ("Indemnified Party"), from and against, and reimburse them on demand for, any and all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), causes of action, judgments, penalties, fines, costs and expenses (including reasonable fees and expenses of attorneys and other professional consultants and experts, and of the investigation and defense of any claim, pending or threatened, whether or not such claim is ultimately defeated, and the settlement of any claim or judgment including all value paid or given in settlement) of every kind, known or unknown, foreseeable or unforeseeable, which may be imposed upon, asserted against or incurred or paid by any Indemnified Party at any time and

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from time to time, whenever imposed, asserted or incurred, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with the Property or with this Mortgage or any other Loan Document, including any bodily injury or death or property damage occurring in or upon or in the vicinity of the Property through any cause whatsoever at any time, any act performed or omitted to be performed hereunder or under any other Loan Document, any breach by Borrower of any representation, warranty, covenant, agreement or condition contained in this Mortgage or in any other Loan Document, any Event of Default, or any claim under or with respect to any Lease ("Indemnified Matters"). Without limitation, the foregoing indemnity shall apply to each Indemnified Party with respect to matters which in whole or in part are caused by or arise out of the negligence of such (and/or any other) Indemnified Party. However, such indemnity shall not apply to a particular Indemnified Party to the extent that the subject of the indemnification is caused by or arises out of the gross negligence, willful misconduct or illegal act of that Indemnified Party. Any amount to be paid under this Section 32 by Borrower to any Indemnified Party shall be a demand obligation owing by Borrower (which Borrower hereby promises to pay) to such Indemnified Party pursuant to this Mortgage. The indemnity in this Section 32 shall not terminate upon the release, foreclosure or other termination of this Mortgage but will survive the enforcement of any remedy provided in any Loan Document including the foreclosure of this Mortgage or conveyance in lieu of foreclosure, the repayment of the Indebtedness, the discharge and release of this Mortgage and the other Loan Documents, any bankruptcy or other proceeding under any federal, state or local law, domestic or foreign, as now or hereafter in effect relating to bankruptcy, insolvency, liquidation, receivership, reorganization, arrangement, composition, extension or adjustment of debts, or any similar law affecting the rights of creditors ("Debtor Relief Law"), and any other event whatsoever. The rights of Indemnified Parties under this Section 32 shall be in addition to all other rights that Indemnified Parties or any of them may have under this Mortgage, any other Loan Document, or the Environmental Indemnity Agreement dated of even date herewith executed by Borrower and certain other parties in favor of Lender ("Environmental Agreement"). Nothing in this Section 32 or elsewhere in this Mortgage or in the Environmental Agreement shall limit or impair any rights or remedies that any Indemnified Party may have (including any rights of contribution or indemnification) against Borrower or any other person under any other provision of this Mortgage, any other Loan Document, any other agreement including the Environmental Agreement, or any applicable law, agreement, covenant, restriction, easement or condition (including, without limitation of the foregoing, any condition or requirement imposed by any insurance or surety company), as any of the same now exists or may be changed or amended or come into effect in the future.

33. Permitted Acts. Mortgagor agrees that, without affecting or diminishing in any way the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of the Indebtedness or for performance of the Obligations, Lender may at any time and from time to time, without notice to or consent of any person, release any person liable for payment of the Indebtedness or for performance of the Obligations; extend the time or agree to alter the terms of payment for the Indebtedness; modify or waive any Obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind; release any Property or other property securing the Indebtedness; make releases of any portion of the Real Estate; consent to the making of any map or plat of the Real Estate, the creation of any easements thereon or any covenants restraining use of occupancy thereof; or exercise or refrain from exercising or waive any right Lender may have.

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34. Care by Lender. Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Property in its possession if it takes such action for that purpose as Mortgagor requests in writing, but failure of Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Lender to preserve or protect any rights with respect to such Property against prior parties, or to do any act with respect to the preservation of such Property not so requested by Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Property.

35. Defeasance. Upon the full and complete payment and satisfaction of the Indebtedness in accordance with the terms at the times and in the manner provided in the Loan Documents, this Mortgage shall be null and void and following such payment and satisfaction an appropriate instrument of reconveyance or release shall promptly be made by Lender to Mortgagor, at Mortgagor's expense.

36. Maximum Secured Indebtedness. If, at any time prior to the payment in full of the Indebtedness secured by this Mortgage, Lender shall advance additional funds to or for the benefit of Mortgagor as provided in the Loan Documents, such advance together with applicable interest thereon shall be secured by this Mortgage in accordance with all covenants, conditions and agreements herein contained and, to the extent permitted by law, shall be on a parity with and not subordinate to the Indebtedness evidenced by the Note; provided, however, that the Indebtedness secured by this Mortgage and from time to time remaining unpaid shall not, after including the amount of all such advances, exceed two (2) times the original principal Indebtedness secured by this Mortgage. The maximum principal Indebtedness secured by this Mortgage is ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00).

37. Changes in the Laws Regarding Taxation. If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Obligations from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Mortgagor or the Lender's interest in the Property, the Mortgagor will pay such tax, with interest and penalties thereon, if any. If the Lender determines that the payment of such tax or interest and penalties by the Mortgagor would be unlawful or taxable to the Lender or unenforceable or provide the basis for a defense of usury, then the Lender shall have the option, by written notice of not less than ninety (90) days, to declare the entire Obligations immediately due and payable.

38. Recording Taxes; Documentary Stamps. If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to this Mortgage or the other Loan Documents, or impose any recording or other tax or charge on the same, the Mortgagor will pay for the same, with interest and penalties thereon, if any.

39. Interpretation. The Section headings in this Mortgage are used only for convenience and are not part of this Mortgage and are not to be used in determining the intent of the parties or otherwise in interpreting this Mortgage. As used in this Mortgage, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be applicable to all genders, as the context requires and the following words and phrases shall have the following meanings: (a) "provisions" shall mean "provisions, terms, covenants and/or

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conditions”; (b) “lien” shall mean “lien, charge, encumbrance, security interest, mortgage and/or mortgage”; (c) “obligation” shall mean “obligation, duty, covenant and/or condition”; (d) “any of the Property” shall mean “the Property or any portion thereof or interest therein”; (e) “Person” shall mean “any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, entity or government (whether federal, state, county, city, municipal or otherwise, including, but without limiting the generality of the foregoing, any instrumentality division, agency, body or department thereof); (f) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; (g) the word “or” shall be deemed to include “and/or”, (h) the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”; and (i) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Mortgage. If this Mortgage is executed by more than one party as Mortgagor, the obligations of such persons or entities will be joint and several.

40. Miscellaneous. Any act which Lender is permitted to perform under this Mortgage or any other Loan Document may be performed at any time and from time to time by Lender or by any person or entity designated by Lender. Any act which is prohibited to Mortgagor under this Mortgage or any other Loan Document is also prohibited to all lessees of any of the Property. Each appointment of Lender as attorney-in-fact for Mortgagor under this Mortgage or any other Loan Document shall be irrevocable as long as any of the Indebtedness shall remain unpaid or any of the Obligations remain to be performed and shall be deemed to be coupled with an interest. Unless otherwise provided herein or by any other Loan Document, Lender shall have the right to reasonably refuse to grant its consent, approval or acceptance or to indicate its satisfaction whenever such consent, approval, acceptance or satisfaction shall be required under any of the Loan Documents.

41. Further Acts. If required by the Lender, the Mortgagor will execute all documentation necessary for the Lender to obtain and maintain perfection of its liens and security interests in the Property. The Mortgagor will, at the cost of the Mortgagor, and without expense to the Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as the Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring or confirming unto the Lender the property and rights hereby mortgaged, or which Mortgagor may be or may hereafter become bound to convey or assign to the Lender, or for carrying out the intent of or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage. The Mortgagor grants to the Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to the Lender under this Mortgage or the other Loan Documents, at law or in equity, including, without limitation, the rights and remedies described in this section.

42. Choice of Law. **THIS MORTGAGE WAS NEGOTIATED IN THE STATE OF ILLINOIS, AND MADE BY BORROWER AND ACCEPTED BY LENDER IN THE STATE OF ILLINOIS, AND THE PROCEEDS OF THE NOTE SECURED HEREBY**

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WERE DISBURSED FROM THE STATE OF ILLINOIS, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS MORTGAGE AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, AND AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ILLINOIS AND (II) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UCC, SECTIONS 9-301 THROUGH 9-307 OF THE UCC AS IN EFFECT IN THE STATE OF ILLINOIS SHALL GOVERN. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS MORTGAGE AND THE NOTE, AND THIS MORTGAGE AND THE NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

43. Entire Agreement. This Mortgage (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

44. Illegality. If any provision contained in this Mortgage should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Mortgage.

45. Receipt of Copy. Mortgagor acknowledges that it has received a true copy of this Mortgage, without charge, and has fully examined executed counterparts of the other Loan Documents. Mortgagor acknowledges that the requirements of I.C. 26-1-9.1-502(f) are satisfied.

46. State-Specific Provisions. By virtue of the fact that the Land is located in the State of Illinois ("Forum State"), the provisions set forth below shall be applicable to this Mortgage, and to the extent applicable, shall modify, affect and supplement the other provisions hereof.

(a) Conflict. In the event of any conflict between the provisions of this Section 46 and any other sections in this Mortgage, the terms of this Section 46 shall control.

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(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED, THIS MORTGAGE SHALL BE DEEMED TO BE AND SHALL BE ENFORCEABLE AS A MORTGAGE AND AS AN ASSIGNMENT OF LEASES, AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT.

(c) In addition to all other indebtedness secured by this Mortgage, this Mortgage also secures and shall constitute a lien on the Property for all future advances made by the Lender to the Borrower for any purpose within twenty (20) years from the date of this Mortgage to the same extent as if such advances were made on the date of the executions of this Mortgage.

47. Future Advances. All future advances shall have the same priority as if disbursed on the date of the mortgage. The lien of the mortgage will be valid even if no advance is made at the date of execution or if there is no indebtedness when a future advance is made.

[Signature appears on following page]

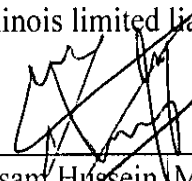
UNOFFICIAL COPY

Signature Page to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and acknowledged under seal the day and year first above written.

MORTGAGOR:

**WINDY PROPERTY INVESTMENTS
LLC**, an Illinois limited liability company

By: 
Bassam Hussein, Manager

Property of Cook County Clerk's Office

NOTARY ACKNOWLEDGEMENT

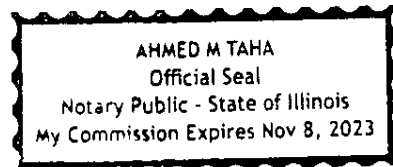
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Bassam Hussein, the Manager of Windy Property Investments LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of Oct, 2022

Ahmed M. Tahar
Notary Public

My Commission Expires: Nov 8, 2023



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lot 1 in Final Plat of Subdivision of BP-Amoco Flossmoor, Illinois, being part of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 35 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded July 27, 2004 as Document 0420919104, all in Cook County, Illinois.

Parcel 2:

Easement for the benefit of Parcel 1 for vehicular ingress and egress as created by Reciprocal Access Easement and Restrictive Covenant Agreement recorded July 28, 2004 as Document 0421042347.

PIN 31-11-302-029-0000