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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2308010056

Doc# 2308010056 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/21/2023 02:32 PM PG: 1 OF 27

The property identified as: **PIN: 04-05-203-017-0000**

Address:

Street: 3170-3190 MacArthur Boulevard

Street line 2:

City: Northbrook

State: IL

ZIP Code: 60062

Lender: American United Life Insurance Company

Borrower: Beverly Lisle SPE, LLC

Loan / Mortgage Amount: \$5,600,000.00

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

FIDELITY NATIONAL TITLE FCHI201134LT

2 of 3

Certificate number: 77DA3E03-6CF3-4FB0-9F18-AC718D580C28

Execution date: 3/1/2023

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REQUESTED BY, AND WHEN
RECORDED RETURN TO:**

Johnny D. Latzak, Jr., Esq.
Bryan Cave Leighton Paisner LLP
One Atlantic Center, 14th Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309

Address of Property:

2200 Ogden Avenue, Lisle, IL 60532
1997 Ohio Street, Lisle, IL 60532 and
3170-3190 MacArthur Boulevard,
Northbrook, IL 60067

Tax Parcel Identification Numbers:

08-10-307-010, 08-09-201-004,
04-05-203-017-0000, and 04-05-203-018-0000

This space reserved for Recorder's use only.

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

KNOW ALL MEN BY THESE PRESENTS, that on this 1st day of March, 2023, **BEVERLY LISLE SPE, LLC**, a Delaware limited liability company, whose address is c/o Sperry Equities, LLC, 18881 Von Karman Avenue, Suite 800, Irvine, California 92612 (hereinafter called "**Mortgagor**"), for good and valuable consideration to it paid by **AMERICAN UNITED LIFE INSURANCE COMPANY**, an Indiana corporation, having its principal offices at One American Square, Post Office Box 368, Indianapolis, Indiana 46206-0368 (hereinafter called "**Mortgagee**"), the receipt of which consideration is acknowledged, does hereby GRANT AND CONVEY, MORTGAGE AND WARRANT, SET OVER, TRANSFER, ASSIGN, BARGAIN AND SELL unto Mortgagee, its successors and assigns forever, with all powers of sale and all statutory rights under the laws of the State of Illinois, and grants to Mortgagee a security interest in all the tract or parcel of land and real property situated in the Counties of DuPage and Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter called the "**Land**").

TOGETHER WITH (i) all the buildings, structures and other improvements now or hereafter on the Land and all lighting, heating, ventilating, air conditioning, sprinkling and plumbing fixtures, water rights, water and power systems, engines and machinery, boilers, furnaces, oil burners, elevators and motors, communication systems, dynamos, transformers, electrical equipment, and all other fixtures, Personal Property (as hereinafter defined), and property of every type and description now or hereafter found or used upon or appurtenant to the Land, buildings and other improvements and collateral, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned, provided however, trade fixtures and other personal property of any tenant (as contrasted with fixtures necessary for the use and operation of the improvements) now

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or hereafter installed are not intended to be included in this conveyance unless abandoned; (ii) all tenements, hereditaments, easements, rights, and appurtenances thereunto belonging or in any way appertaining, and the rents, issues and profits thereof (which are pledged primarily and on a parity with said real estate and not secondarily), subject, however, to the right, power and authority hereinafter given to and conferred upon Mortgagee, to collect and apply such rents, issues and profits; and (iii) the land lying in the streets in front of and adjoining the Land and the easements appurtenant to the ownership of the Land to the center line of said streets; all of the foregoing Land, real estate and property, and collateral, whether affixed or annexed or not, is hereinafter referred to collectively as the "**Mortgaged Property**" and shall, for the purposes of this Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (together with any amendments, modifications, supplements, extensions, renewals, replacements, or restatements hereto and hereof, the "**Mortgage**"), be deemed conclusively to be real property and mortgaged hereby.

TO HAVE AND TO HOLD the above granted and bargained Mortgaged Property unto Mortgagee, its successors and assigns, forever.

FOR VALUABLE CONSIDERATION, does hereby remise, release and forever quitclaim unto Mortgagee, its successors and assigns, forever, all of his/her estate, right, title and interest in and to the Mortgaged Property either by way of dower or otherwise.

AND MORTGAGOR COVENANTS that at and until the execution and delivery of this Mortgage, Mortgagor is well seized of the Mortgaged Property in fee simple, and has good right and full power to grant, bargain, sell and convey the same in manner and form above written; that the Mortgaged Property is free from all liens, security interests and encumbrances whatsoever, excepting only the following:

- (i) taxes and assessments not yet due and payable;
- (ii) easements and restrictions of record as set forth on Mortgagee's title insurance policy effective on or about the date hereof regarding the Mortgaged Property;
- (iii) matters approved by Mortgagee; and
- (iii) leases of the Mortgaged Property previously disclosed to Mortgagee;

and that Mortgagor does warrant and will defend the Mortgaged Property, with the privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, against all lawful claims and demands whatsoever.

THE CONDITION of this Mortgage is such that:

WHEREAS, Mortgagor has executed and delivered to Mortgagee a certain promissory note of even date herewith (together with any amendments, modifications, supplements, extensions, renewals, replacements, or restatements thereof, the "**Note**"), in the principal sum of FIVE

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MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,600,000.00), payable with interest at the rate and in the manner provided therein; the balance of said principal sum and interest thereon being due and payable on the first day of April, 2033. Interest on unpaid principal after maturity is at the rate of nine and sixty-one one hundredths percent (9.61%) per annum (hereinafter the "*Default Rate*").

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest and premium, if any, thereon, and any extensions and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid as herein or in the Note provided, are herein collectively referred to as the "*Indebtedness Hereby Secured*".

PROVIDED ALWAYS, that if Mortgagor shall indefeasibly pay and perform to Mortgagee the Indebtedness Hereby Secured at all times and in the manner stipulated herein and in the Note, including any renewals, extensions, modifications or amendments thereof, this Mortgage shall cease and be void, and shall be of no further force and effect.

Anything herein to the contrary notwithstanding, the maximum amount of the Indebtedness Hereby Secured shall not exceed an amount equal to \$11,200,000.00.

AND WHEREAS, Mortgagor further covenants and agrees with Mortgagee as follows:

1. Payment of Indebtedness. Mortgagor will duly and punctually pay the Indebtedness Hereby Secured in accordance with the terms of the Note and this Mortgage when and as due and payable. The provisions of the Note are hereby incorporated by reference into this Mortgage, as fully as if set forth at length herein.

2. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc. Mortgagor will (a) promptly repair, restore or rebuild any buildings or other improvements now or hereafter on the Land which may become damaged or be destroyed; (b) keep the Mortgaged Property in good condition and repair, without waste, and free from mechanic's liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property superior or equal to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or other improvements now or at any time in process of erection upon the Land; (e) comply with all requirements of law, municipal ordinances, and restrictions of record with respect to the Mortgaged Property; (f) initiate or acquiesce in no zoning reclassification of the Mortgaged Property without the prior written consent of Mortgagee; (g) suffer or permit no change in the general nature of the occupancy of the Mortgaged Property without the prior written consent of Mortgagee; and (h) make no alterations or additions to the Mortgaged Property except such as may be required by any lease, law, or municipal ordinance; provided further Mortgagor can make capital improvements to the Mortgaged Property costing no more than One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in total, without the prior written consent of Mortgagee.

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3. Payment of Charges Against the Mortgaged Property and Contest Thereof. Mortgagor will pay, before a fine or penalty might attach for nonpayment thereof, all taxes, assessments, water charges, sewer charges and all other charges and impositions whatsoever levied upon or assessed, placed or made against the Mortgaged Property, it being understood, however, that assessments may be paid in installments so long as no fine or penalty is added to any installment for the nonpayment thereof. Mortgagor will furnish to Mortgagee, within thirty (30) days after their respective due dates, copies of official receipts, or other proof of payment satisfactory to Mortgagee, of all such taxes, assessments and other charges and impositions. Mortgagor likewise will pay all taxes, assessments and other charges and impositions levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation hereof, or the Indebtedness Hereby Secured.

Mortgagor shall not be required to pay any tax, assessment or other charge or imposition referred to above, so long as Mortgagor (1) shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (i) the collection of, or other realization upon, the tax, assessment or charge or imposition so contested, (ii) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (iii) any interference with the use or occupancy of the Mortgaged Property or any part thereof, and (2) shall give such reasonable security to Mortgagee as may be demanded by Mortgagee to insure compliance with the foregoing provisions of this paragraph.

Mortgagor shall make monthly deposits with Mortgagee, in a non-interest bearing account, together with and in addition to interest and principal, in amounts determined by Mortgagee to be sufficient to accumulate in such account adequate funds to pay taxes and assessments levied against the Mortgaged Property at least sixty (60) days prior to their respective due dates. The amount of such taxes and assessments, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes and assessments when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. If, by reason of any default by Mortgagor under any provision of this Mortgage, Mortgagee declares the Indebtedness Hereby Secured to be due and payable, Mortgagee may then apply any funds in said account against the Indebtedness Hereby Secured. The enforceability of the covenants relating to taxes and assessments herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time, at its option, waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes and assessments as herein elsewhere provided.

4. Insurance, Application of Proceeds, etc. Mortgagor will keep all buildings and other improvements now or hereafter situated on the Land insured under prepaid all risk or special form property insurance policies (or, if such coverage is not then available, such other substantially equivalent coverage as is then available), including replacement cost endorsements, proof of terrorism insurance coverage and under such other policies of insurance as are necessary to insure against all risks of physical loss or damage, including, without limitation, loss or damage by fire,

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tornado, hurricane, earthquake (if the Land is located in seismic zones 3 or 4), flood (if the Land is located in a flood zone), windstorm, terrorism, sprinklers, pollution, mold, and the perils insured against by the extended coverage and vandalism and malicious mischief endorsements, and such other hazards as may reasonably be required by Mortgagee, in amount sufficient to prevent any insured from becoming a co-insurer of a partial loss thereunder, but in any event not less than one hundred percent (100%) of full undepreciated replacement value of the improvements which are a part of the Mortgaged Property. Notwithstanding the foregoing, in the event that the value of the Land plus the total amount of property insurance required hereunder equals an amount less than the original principal amount of the loan, Mortgagor shall increase the amount of property insurance as necessary so that the value of the Land plus the amount of property insurance required hereunder is equal to or exceeds the original principal amount of the loan. In addition, Mortgagor shall also provide boiler and machinery insurance, if applicable, business interruption coverage, extra expense, rent loss or rental value insurance providing for payment of rent from the Mortgaged Property in the event of casualty for a period of not less than twelve (12) months at one hundred percent (100%) occupancy following the date of such casualty, "Ordinance or Law" coverage, and such other insurance as may be required by terms of any lease of the Mortgaged Property or as reasonably required by Mortgagee, including, but not limited to sinkhole/mine subsidence insurance, with minimum coverage limits of no less than the full replacement value for the contingent, undamaged portion of the Improvements and 10% of the replacement value of the improvements for each of the Demolition Expenses and Increased Cost of Construction portions of the coverage. If flood insurance is required pursuant to the terms hereof, such insurance shall cover the full replacement cost of the Improvements located in the special flood hazard area or flood risk zone, and rent loss or rental value insurance providing for payment of rent from the Improvements located in the special flood hazard area or flood risk zone for no less than twelve (12) months loss of rents at full occupancy shall be required. All policies of insurance to be furnished hereunder shall be standard for use in the state in which the Mortgaged Property is located, shall include a waiver of subrogation clause, shall be in amounts, forms and companies satisfactory to Mortgagee and shall have incorporated therein the standard form of mortgagee clause, without contribution, in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without at least thirty (30) days prior written notice to Mortgagee. Mortgagor shall deliver all policies or duplicates (or the underlying policies in the case of blanket insurance) to Mortgagee, signed by the issuing agent and with annual premiums paid as additional security. Such policies must show the name, address and phone number, including area code, of the issuing agent, and designating the agent responsible for the account. Mortgagor hereby assigns to Mortgagee all rights of Mortgagor under such policies, including return of premium. In the case of insurance about to expire, Mortgagor shall deliver: i) prior to expiration of the current insurance coverage, a written statement (email or fax acceptable) from an authorized insurance representative that renewal coverage identical to or better than the current expiring coverage has been bound; ii) within seven (7) days after renewal, certificates or binders of such insurance; iii) within thirty (30) days after renewal, receipts for payment of all annual premiums due; and iv) within sixty (60) days after renewal, all policies of insurance described in the delivered certificates and binders and otherwise satisfying the requirements of this Mortgage. Should there be a default in Mortgagor's obligations to procure or provide evidence of coverage as required herein, Mortgagee may procure such insurance as it may elect and may make payment of annual premiums thereon, which payment

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shall be repayable immediately upon demand and shall be added to and become part of the Indebtedness Hereby Secured. In no event and whether or not default hereunder has occurred shall Mortgagee, by the fact of approving, accepting or obtaining such insurance, incur any liability for the amount of such insurance, the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses by insurers, and Mortgagor hereby expressly assumes full responsibility therefore and liability, if any, thereunder.

Mortgagor will also provide Mortgagee with evidence of commercial general liability insurance coverage in insurance companies satisfactory to Mortgagee in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) for any one occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. In addition, Mortgagor will maintain in force an excess liability or umbrella policy in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) and, for properties upon which liquor is sold, a liquor liability endorsement is required. Certificates or other satisfactory evidence of such coverage shall be furnished to Mortgagee at least thirty (30) days prior to the expiration date of any policy. If insurance required by any lease of the Mortgaged Property is greater than the foregoing, the requirements of such lease will control.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies of such insurance, or duplicates thereof satisfactory to Mortgagee.

All policies of insurance required under this Mortgage are hereby assigned to Mortgagee. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Indebtedness Hereby Secured, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

Deductibles for property insurance should not be more than Twenty-Five Thousand and No/100 Dollars (\$25,000.00). Where coverage is subject to co-insurance, an Agreed Value Coverage Provision on the policy will be required. Mortgagor shall be the insured under all policies of insurance or certificates required pursuant to this Section. Where the tenant is required to provide insurance coverage under any lease (without any implication that Mortgagee shall accept the same), Mortgagor should be shown as additional insured under all such policies of insurance. All insurance policies required herein shall recite Mortgagee's interest in standard non-contributory and/or mortgagee loss payee clauses (if the loan is serviced by Mortgagee's servicing agent or correspondent, the policy or certificate must show Mortgagee's name c/o servicing agent or correspondent as certificate holder in mortgagee and/or loss payee section, with the address of the servicing agent or correspondent shown) and shall name Mortgagee as an additional insured with respect to the commercial general liability policy and any excess liability policy.

All policies and certificates of insurance to be furnished hereunder shall be provided by insurance companies with a current Best's rating of at least "A-" and a size category of at least IX or by a mutual company which shall be a non-assessable company. Such insurance providers shall be licensed to conduct business in the state where the Mortgaged Property is located. If the insurer

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is a holding company issuing insurance through one of its subsidiaries, the subsidiary should also be shown on the certificate or policy. Self-insurance by Mortgagor or any tenant is hereby prohibited.

In the event of damage to or destruction of any improvement on the Land, Mortgagor will give immediate written notice to Mortgagee who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee, who shall hold such proceeds and apply same as below set out. Any expenses incurred by Mortgagee in the collection of insurance proceeds, together with interest thereon at the Default Rate (or at such lesser rate of interest as may be the maximum not prohibited by applicable law; the collection of interest on such expenses shall not constitute an election of remedies by Mortgagee), shall be so much additional Indebtedness Hereby Secured and shall be reimbursed to Mortgagee upon demand. So long as no default exists under the Loan Documents, such insurance proceeds, after deducting expenses incurred in collection, shall be made available under the conditions and in the manner specified in the next following paragraph, for the repair, restoration, replacement or rebuilding of the improvements to a condition of at least equal value as prior to such damage or destruction. Otherwise, such insurance proceeds, after deducting expenses incurred in collection, may be applied by Mortgagee, in its sole discretion, upon or in reduction of the Indebtedness Hereby Secured, without liability for prepayment premium, or to the cost of rebuilding or restoration of the buildings and other improvements.

Insurance proceeds made available for restoration, repair, replacement or rebuilding of the improvements shall be disbursed from time to time (provided there is no default under any of the Loan Documents at the time of each such disbursement) after first deducting the expense of such disbursement including, without limitation, costs of title insurance, closings by the title company or otherwise and fees and expenses of the disbursing party upon the disbursing party being furnished with satisfactory evidence of the cost of completion of such work and of the diligent and timely prosecution thereof and with architect's certificates, waivers of lien, contractors' and subcontractors' sworn statements and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanic's lien claims. No payment made prior to the final completion of any such restoration, repair, replacement or rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party together with funds deposited for the purpose or irrevocably committed for such purposes, shall be sufficient in the reasonable judgment of Mortgagee to pay for the cost of completion of all such restoration, repair, replacement or rebuilding. Mortgagee may require that plans and specifications for such restoration, repair, replacement or rebuilding be submitted to and approved by Mortgagee prior to the commencement of the work. Any surplus which may remain out of said insurance proceeds after payment of costs of building and restoration may, at the option of Mortgagee, be applied either on account of the Indebtedness Hereby Secured, without liability for prepayment premium, or be paid to any person or persons entitled thereto. Application or release of proceeds under the provisions of this paragraph shall not cure or waive any default or notice of default hereunder or

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invalidate any act done pursuant to such notice. No interest shall be allowed on account of any such proceeds or other funds held in the hands of Mortgagee or the disbursing party hereunder.

Mortgagor shall make monthly deposits with Mortgagee, in a non-interest bearing account, together with and in addition to interest and principal, in amounts determined by Mortgagee to be sufficient to accumulate in such account, at least sixty (60) days prior to their due date, adequate funds to pay annual insurance premiums necessary to keep the insurance required in force. The amount of such premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. If, by reason of any default by Mortgagor under any provision of this Mortgage, Mortgagee declares the Indebtedness Hereby Secured to be due and payable, Mortgagee may then apply any funds in said account against the Indebtedness Hereby Secured. The enforceability of the covenants relating to insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time, at its option, waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay insurance premiums as herein elsewhere provided.

5. Mortgagee's Performance of Defaulted Acts. In case of any default by Mortgagor herein occurs (beyond any applicable notice and cure period) and is continuing, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, including, without restriction, payment of installments of taxes, assessments and other governmental charges and impositions, payment of costs of repair and maintenance and payment of insurance premiums, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax or assessment or cure any default of lessor in any lease of the Mortgaged Property. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any Stamp Tax or to protect the Mortgaged Property and the lien hereof, shall be so much additional Indebtedness Hereby Secured, and shall become immediately due and payable upon demand with interest thereon at the Default Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor. Performance by Mortgagee of the obligations of Mortgagor hereunder shall not be deemed to relieve Mortgagor from any failure or default hereunder. In making any payment authorized hereby, Mortgagee may do so without inquiry into the validity or amount of any such obligation.

6. Condemnation. Mortgagor shall promptly deliver to Mortgagee written notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Mortgagee copies of any and all papers served in connection with such proceedings. Any award of damages in connection with any condemnation (or sale in lieu thereof) for public use of or injury to the Mortgaged Property or any part thereof, or any compensation, awards, other payments or relief due to damage to the Mortgaged Property in any manner, is hereby assigned and shall be paid to Mortgagee, Mortgagee being hereby authorized to collect and receive such

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payments from the seller or condemning authorities and give proper receipts and acquittances therefor. If the leases remain in force without modification resulting from such taking, and no default or event of default exists under the Note, this Mortgage, the Assignment of Leases, the proceeds of any such taking, shall be made available for the restoration, replacement, repairing or rebuilding of the Mortgaged Property in the same manner and under the same restrictions as apply to distribution of insurance proceeds under Section 4 of this Mortgage. Proceeds not so used may of any such taking or transfer in lieu thereof shall be applied, at the option of Mortgagee, to reduction, without prepayment premium, of the Indebtedness Hereby Secured, whether due or not, in such order as Mortgagee may determine, or paid over to Mortgagor or other person or persons entitled thereto. Application or release of the proceeds, or any part thereof, under this section shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Rents and Leases; Assignment. As additional security for payment of the Indebtedness Hereby Secured and for the faithful performance of the terms and conditions contained herein and in the Note and any other document collateral to this Mortgage, Mortgagor does hereby absolutely and unconditionally assign and set over unto Mortgagee all rents, issues and profits from the Mortgaged Property hereafter accruing. In furtherance hereof, Mortgagor has separately assigned to Mortgagee all right, title and interest of Mortgagor in all leases of the Mortgaged Property existing during the term hereof (collectively called the "*Leases*") and in all guarantees of any lessee's obligations thereunder, if any, by an assignment of even date herewith (together with any amendment, modification, supplement, extension, renewal, replacement, or restatement thereof, in this Mortgage called the "*Assignment of Leases*") recorded in the Recorder's Office of the Counties of DuPage and Cook, State of Illinois, to which reference is made for the terms thereof, all of which are incorporated herein. The Assignment of Leases includes, without limitation, the present and continuing right in Mortgagee to make claim for, collect, receive and give receipt for any and all of the rents, income, revenues, purchase proceeds, issues and profits and other sums of money payable or receivable under the Leases and under any guarantee of any lessee's obligations thereunder, the right to bring actions and proceedings under such leases and any guarantee of any lessee's obligations thereunder for the enforcement thereof and the right to do anything which Mortgagor or any lessor is or may become entitled to do under such leases or any guarantee of lessee's obligations thereunder. Mortgagor will observe and perform all promises, conditions and agreements on the part of Mortgagor to be performed in the Assignment of Leases and agrees that any sums advanced by Mortgagee for the purposes specified in the Assignment of Leases, together with interest thereon from date of any such advancement at the Default Rate (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be due and payable immediately on demand and shall be added to and become part of the Indebtedness Hereby Secured. Unless Mortgagee shall otherwise consent in writing, Mortgagor (i) will not accept rent more than thirty (30) days in advance under any of the Leases; (ii) will observe and perform all promises, conditions and agreements on the part of Mortgagor to be performed as lessor under the Leases and will at all times do all things necessary to compel performance by each lessee and any guarantor of any lessee's obligations thereunder; and (iii) will not subordinate the Leases of the Mortgaged Property to this Mortgage. Mortgagor represents and warrants that there are no assignments of leases or assignments of rents involving the Mortgaged Property other than the Assignment of Leases; that rents under the Leases have not been paid in advance of the date due

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thereunder; that the Leases of the Mortgaged Property have not been subordinated to this Mortgage except to the extent Mortgagee has agreed in writing; and that lessor is not in default of the Leases.

During the term of this Mortgage, all leases of the Mortgaged Property and any modifications, extensions, renewals, and terminations thereof, shall be subject to the prior written approval of Mortgagee, except that: (a) Mortgagor may enter into a renewal, extension or modification of any existing lease without Mortgagee's prior written consent if the terms of the extension were contained in the lease when it was approved by Mortgagee or if the lease being renewed is at terms comparable to existing local market terms at the time of renewal; (b) Mortgagor may enter into minor modifications or renewals of any existing lease if such modifications or renewals are on terms comparable to existing local market terms as of the date of execution of the modifications and if such modifications do not materially reduce rent, shorten the lease term, grant extension options, reduce tenant's obligations under the lease, or increase Mortgagor's obligations under the lease (excluding tenant improvement obligations or allowances); and (c) Mortgagor may enter into new leases of the Mortgaged Property without the prior written consent of Mortgagee provided that each such lease: is on terms comparable to existing local market terms as of the date of execution thereof, is an arm's length transaction with a bona fide independent third party tenant, is subject and subordinate to the Mortgage and the lessee thereunder agrees to attorn to Mortgagee, contains provisions that require each tenant to contribute its pro-rata share of operating expenses and real estate taxes, and is to a tenant whose use of the Mortgaged Property does not involve the distribution, growth, or sale of cannabis or derivatives of cannabis (whether medical or recreational).

Notwithstanding the foregoing, Mortgagor may terminate any existing lease for space that is less than ten thousand (10,000) square feet without Mortgagee's prior written consent if the following conditions are met: (a) the tenant is in default of its lease and Mortgagee is copied on Mortgagor's notice to tenant of such default, (b) the overall occupancy rate of the Mortgaged Property (not including the lease that is being terminated) is greater than eighty percent (80%), and (c) the debt service coverage ratio at the Mortgaged Property (not including rent or reimbursements from the lease that is being terminated) is greater than 1.40x.

All requests to Mortgagee for approval of modifications, extensions, renewals, or terminations of existing leases or approval of new leases will be in writing and sent to Mortgagee by certified mail or overnight carrier. Each request will notify Mortgagee that, under the Loan Documents, Mortgagee has ten (10) business days from its receipt of the request to respond to the request or the request will be deemed approved. If Mortgagee does not respond to the request within ten (10) business days, the request will be deemed approved. Each such request sent by certified mail or overnight carrier must be addressed to: American United Life Insurance Company, One American Square, Indianapolis, IN, 46206 (46282 for overnight carrier) Attn: Portfolio Management, Mortgage Loans, Reference Loan #2326401.

8. Miscellaneous Covenants of Mortgagor. Except as may be otherwise provided for herein: (i) Mortgagor (including any or all partners, members, stockholders and holders of beneficial interests) will not sell, cease to own, pledge, encumber, transfer or dispose of the Mortgaged Property, or any interest therein or any part thereof, or in Mortgagor, without the prior

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written consent of Mortgagee; (ii) Mortgagor will not make the Mortgaged Property, or allow the Mortgaged Property to be made, subject to any lien or security interest (except the lien of this Mortgage) which is not removed or bonded-over, to Mortgagee's satisfaction, within thirty (30) days after the date such lien or security interest comes into existence. (If bonded-over, any such lien or security interest must be removed within not more than one hundred eighty (180) days after the date it attaches.); (iii) Mortgagor will annually furnish to Mortgagee, within ninety (90) days after the end of each fiscal year of Mortgagor, copies of current and complete financial statements on Mortgagor, on any guarantors that executed any guarantees in connection with this Mortgage, and full financial statements (balance sheet and operating statement) on the operations of the Mortgaged Property, all in reasonable detail and in form acceptable to Mortgagee, with statements on the Mortgaged Property to be prepared and certified by an independent Certified Public Accountant or by Mortgagor; (iv) Mortgagor will annually furnish to Mortgagee, within ninety (90) days after the end of each fiscal year of Mortgagor, a current rent roll of the Mortgaged Property, certified by Mortgagor, which rent roll shall include each tenant's name, lease execution and commencement date, lease termination date, square footage leased, effective annual rent (fixed, percentage and reimbursements), rent per square foot, unit number, date rent paid through, name of any lease guarantor, all special rent items, options to purchase, extend, renew or terminate, any unextinguished free rentals or concessions to tenant, and any obligations of tenants assumed by Mortgagor; and (v) Mortgagor shall not change its principal place of business, the location of its chief executive office, its name, its identity or its structure without notifying Mortgagee of such change in writing at least thirty (30) days prior to the effective date of such change, and, in the case of a change in Mortgagor's structure, without first obtaining the prior written consent of Mortgagee.

Transfer of the Mortgaged Property. Mortgagor named herein (but not a subsequent owner of the Mortgaged Property) shall have a one-time right, during the term of this Mortgage, to sell or transfer its entire ownership interest in the Mortgaged Property, without any changes to the terms and conditions hereof or to the Note or the Assignment of Leases, provided that (a) the transferee (hereinafter "Transferee") is a special purpose, single asset entity and its principals are acceptable to Mortgagee in its sole discretion in terms of financial strength and creditworthiness; (b) at the time of transfer of the Mortgaged Property the key owners of Transferee have a collective net worth exceeding Ten Million and 00/100 Dollars (\$10,000,000.00), exclusive of the Mortgaged Property, as evidenced by financial statements acceptable to Mortgagee; (c) Transferee (or its principals) has had at least five (5) years of experience owning and/or managing properties similar to the Mortgaged Property in the metropolitan area where the is located; (d) Transferee agrees to assume all of the duties and obligations of Mortgagor under the Loan Documents (as hereinafter defined) pursuant to documentation satisfactory to Mortgagee; (e) Transferee and Mortgagor agree to execute and deliver to Mortgagee such documents regarding the transfer and assumption as Mortgagee may require, including, but not limited to, a recordable assumption agreement and acceptable endorsements to Mortgagee's title insurance policy and an opinion of Transferee's counsel in form acceptable to Mortgagee; (f) an assumption fee equal to one percent (1%) of the outstanding principal balance of the Note is paid to Mortgagee prior to such transfer; (g) Mortgagor are not then in default under the terms or conditions hereof or of the Note or the Assignment of Leases; (h) all costs relating to the transfer are paid by Mortgagor or Transferee; (i) Mortgagee is provided with all documents necessary to consider the transfer, and prior written notice of the

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transfer, at least sixty (60) days before such transfer; (j) Mortgagee receives written confirmation from any guarantors that any guaranties executed in connection with the Note, the Assignment of Leases or this Mortgage remain unmodified and in full force and effect after such transfer unless a replacement guarantor acceptable to Mortgagee in its sole discretion is provided, in which case the original guarantor(s) shall be released from all liability for events which wholly arise and occur after such transfer; (k) if any lease of the Mortgaged Property requires the tenant thereunder to consent to such transfer, written evidence of such tenant's consent, in form acceptable to Mortgagee, shall be provided to Mortgagee prior to such transfer; and (l) if Mortgagee chooses to close the transfer and assumption through outside counsel, Mortgagor shall be responsible for all outside counsel fees and costs incurred by Mortgagee.

Transfers in Mortgagor. Further notwithstanding the foregoing, the following listed transfers of ownership interests in any Mortgagor (but not transfers of the Mortgaged Property) shall be permitted during the term of this Mortgage provided that (i) Mortgagee is given at least thirty (30) days prior written notice of any such transfer; (ii) Mortgagor and the transferee agree to execute and deliver to Mortgagee such documents regarding the transfer as are required by Mortgagee; (iii) Mortgagor are not then in default under the terms and conditions of this Mortgage, the Note, the Assignment of Leases or any other documents executed herewith; (iv) Mortgagor and/or the transferee pay all costs and expenses related to such transfer; (v) Mortgagee receives written confirmation from any guarantors that any guaranties executed in connection with this Mortgage remain unmodified and in full force and effect after such transfer; (vi) Mortgagee is paid a processing fee of not less than Two Hundred Fifty and 00/100 Dollars (\$250.00) for each such transfer; and (vii) after such transfer (except in the case of their death) Sperry Equities, LLC retains at least a one percent (1%) direct or indirect ownership interest in Mortgagor:

- a. Transfers of ownership interests in Mortgagor from any existing partner, shareholder or member of that Mortgagor to another existing partner, shareholder or member of Mortgagor.
- b. Transfers of ownership interests in Mortgagor from any existing partner, shareholder or member of that Mortgagor to the children, grandchildren, spouse, brothers or sisters of such transferring partner, shareholder or member of Mortgagor (or to trusts for the benefit of such persons).
- c. Transfers of ownership interests in Mortgagor which occur as the result of the death of a partner, shareholder or member of that Mortgagor provided, however, that no prior notice shall be required or processing fee shall be payable as the result of transfers described in this paragraph c. but Mortgagee shall be given prompt written notice thereof.
- d. Transfers of up to forty nine percent (49%) of the ownership interests in Mortgagor provided there is no change in the manager of the Mortgagor.

9. Compliance with Law and Agreements. Mortgagor will comply with or cause compliance with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof, or the use thereof and shall not knowingly permit any lessee to use or occupy the Mortgaged Property in violation of any law, ordinance, or

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regulation. Specifically, but without limiting the foregoing requirement, Mortgagor shall not and shall not knowingly allow any tenant to distribute, grow, or sell cannabis or derivatives of cannabis (whether medical or recreational) in violation of the Controlled Substances Act (21 U.S.C. §§ 801 et. seq.), or use the Mortgaged Property in any way in violation of the Controlled Substances Act (21 U.S.C. §§ 801 et. seq.). Mortgagor will comply with or cause compliance with the provisions of all agreements affecting the Mortgaged Property including without limitation, easement agreements for use of common areas, if any. Mortgagor represents and warrants (i) that except as set forth in any property condition report received by Mortgagee, to the knowledge of Mortgagor, all improvements constituting part of the Mortgaged Property were constructed in compliance with all existing statutes, laws, rules, orders, regulations and ordinances; (ii) that, to the knowledge of Mortgagor, except as set forth in any property condition report received by Mortgagee, there are no defects in materials or workmanship affecting the Mortgaged Property; (iii) that the Mortgaged Property is properly zoned for the uses specified in the Leases; (iv) that the Land has not been designated as a flood hazard area by any agency of government; and (v) that the Mortgaged Property is separately assessed for real estate tax purposes.

10. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the state in which the Mortgaged Property is located deducting from the value of the Mortgaged Property for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Mortgaged Property, or the manner of collection of taxes, so as to adversely affect this Mortgage or the Indebtedness Hereby Secured or the holders thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor, provided, however, that if in the reasonable opinion of counsel for Mortgagee (i) it might be unlawful to require Mortgagor to make such payment or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice given to Mortgagor, to declare all of the Indebtedness Hereby Secured to be and become due and payable sixty (60) days from the giving of such notice.

11. Waiver; Releases; Resort to Other Security; etc. Without affecting the liability of Mortgagor or any other party liable for payment of any Indebtedness Hereby Secured or performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time, and without notice to or the consent of any party in interest with the Mortgaged Property or the Note (a) Release any person liable for payment of all or any part of the Indebtedness Hereby Secured or for performance of any obligation herein, (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness Hereby Secured or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof, (c) Accept any additional security, (d) Release or otherwise deal with any property, real or personal, including any or all of the Mortgaged Property, including making partial releases of the Mortgaged Property without notice to or approval of other parties in interest with the Mortgaged Property, (e) Resort to any chattel mortgages, security agreements, pledges, contracts of guarantee, assignments of rents and leases or other securities, and exhaust any one or more of said securities

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and the security hereunder, either concurrently or independently and in such order as it may determine; or (f) Accept payment of the Indebtedness Hereby Secured or any part thereof, after its due date or after acceleration of such indebtedness.

12. Entry and Inspection. Mortgagee, or its agents, may at all reasonable times enter upon the Mortgaged Property for the purposes of inspection or performing any defaulted covenant, term or condition of this Mortgage. Mortgagee shall have no duty to make such entry and shall not thereby be liable to Mortgagor or any person in possession holding under Mortgagor. Mortgagee, or its agents, may at all reasonable times inspect the books and records of Mortgagor relating to the Mortgaged Property or this Mortgage.

13. Further Assurances; After Acquired Property. At any time, and from time to time, upon request of Mortgagee, Mortgagor will make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter, to be rerecorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such other and further mortgages, security instruments, lease assignments, instruments of further assurance, certificates and other documents as may, in the opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, enlarge, or perfect, or to continue and preserve the obligation of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor so to do, Mortgagee may make, execute, and record any and all such mortgages, assignments, instruments, certificates, and documents for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do. The lien hereof will automatically attach, without further act, to all after acquired property and such property will become part of the Mortgaged Property as herein defined.

14. Protection of Security. Mortgagor agrees to appear in and defend any suit, action or proceeding that affects the value of the Mortgaged Property, the Indebtedness Hereby Secured or the rights or powers of Mortgagee. Mortgagee shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Mortgagee.

Mortgagor will pay or reimburse Mortgagee for all reasonable attorneys' fees, appraiser's fees, costs of environmental assessments and other costs and expenses incurred by Mortgagee in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which Mortgagee is made a party, or appears as party plaintiff or defendant, affecting the Note, this Mortgage, the Assignment of Leases, Mortgagee, or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof; and any such

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amounts paid by Mortgagee, together with interest thereon from date of any such expenditure at the Default Rate (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be due and payable immediately on demand and shall be added to and become part of the Indebtedness Hereby Secured.

15. No Claim Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or for the furnishing of any materials or other property in respect of the Mortgaged Property, or any part thereof, nor as giving Mortgagor or any lessee under any of the Leases any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would create any personal liability against Mortgagee in respect thereof or would permit the making of any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien of this Mortgage.

16. Late Charge. Mortgagor agrees to pay, in addition to all other sums provided for herein, a late charge of five (5) cents for each one (1) dollar of each regular monthly payment not made within five (5) days of when due, to cover the extra expense of Mortgagee in handling delinquent payments; provided, however, such late charge shall not be charged against the amount of any balloon payment payable at maturity that is in excess of a regular monthly payment.

17. Filing and Recording Fees. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of the Note, this Mortgage and the Assignment of Leases and all federal, state, county, and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, the Assignment of Leases, any contract of guaranty and any further assurances.

18. Hazardous Substance Compliance and Indemnification. Mortgagor hereby expressly represents, warrants and covenants to Mortgagee that: except as set forth in any phase I report received by Mortgagee (i) neither Mortgagor nor, to the knowledge of Mortgagor, any other person, has used or permitted any Hazardous Substance (as hereinafter defined) to be placed, held, stored or disposed on the Mortgaged Property or any portion thereof; (ii) the Mortgaged Property does not now contain any Hazardous Substance in violation of any Environmental Laws (as hereinafter defined); and (iii) Mortgagor, so long as any of the Indebtedness Hereby Secured remains unpaid, shall not allow any Hazardous Substance to be placed, held, stored or disposed on the Mortgaged Property or any portion thereof or incorporated into any improvements to be constructed on the Mortgaged Property in violation of any Environmental Laws.

The term "**Hazardous Substance**" shall mean any hazardous, toxic, or dangerous waste, substance or material defined as such in or for the purpose of the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Super-Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulations, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or

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dangerous waste, substance or material, now or at any time hereafter in effect (collectively the “*Environmental Laws*”).

Mortgagor hereby agrees to indemnify Mortgagee and hold it harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever, paid, incurred or suffered by, or asserted against, Mortgagee for, with respect to, or as a direct or indirect result of any of the following:

- (i) The presence on or under the escape, seepage, leakage, spillage, discharge, emission, or release from, the Mortgaged Property or any portion thereof of any Hazardous Substance, toxic material, dangerous waste or hydrocarbon (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the Environmental Laws); or
- (ii) Any liens against the Mortgaged Property or any portion thereof or any interest or estate in any portion thereof, created, permitted or imposed by the Environmental Laws, or any actual or asserted liability of or obligations of Mortgagor under the Environmental Laws.

Any expenses incurred and payments made by Mortgagee to cure any violation of any Environmental Laws shall be additional indebtedness Hereby Secured. Notwithstanding the foregoing, Mortgagor shall have no obligation to indemnify Mortgagee for any Hazardous Substances first introduced to the Mortgaged Property from and after the date (i) a foreclosure of the Mortgaged Property occurs, or (ii) a receiver is appointed for and takes control of the Mortgaged Property.

19. Events of Default. It shall be an event of default under this Mortgage (in this Mortgage called “*default*” or “*Event of Default*”) and a default under any of the other Loan Documents, if (a) Mortgagor shall fail to punctually pay any Indebtedness Hereby Secured in accordance with the terms of the Note and this Mortgage, when and as the same becomes due (whether at the stated maturity or at a date fixed for any installment payment or otherwise) and such default continues for five (5) days after the mailing of written notice thereof to Mortgagor by Mortgagee; or (b) Mortgagor shall fail to furnish to Mortgagee insurance policies or pay the premiums thereon at the time specified in Section 4 of this Mortgage; or (c) if Mortgagor shall default in the due observance or performance of any covenant or agreement set out in clauses (i) or (ii) of Section 3 of this Mortgage; or (d) if Mortgagor shall default in the due observance or performance of any of the other terms, conditions or covenants of the Note or of this Mortgage or any of the other Loan Documents, and such default continues for a period of thirty (30) days after the date of mailing written notice thereof to Mortgagor except that if any such default cannot with due diligence be cured within a period of thirty (30) days, such default shall not be deemed to continue if Mortgagor proceeds promptly and with all due diligence to cure the default and diligently completes the curing thereof; or (e) Mortgagor shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any

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present or future bankruptcy or insolvency statute, law or regulation or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or a material part of its properties, or shall not within ninety (90) days after the appointment, without the consent or acquiescence of Mortgagee, of a trustee, receiver or liquidator of Mortgagor or any material part of its properties have such appointment vacated; or (f) if Mortgagor shall abandon or surrender the Mortgaged Property; or (g) if any representation or warranty herein or in the Note or Assignment of Leases or any other instrument securing the Note or any other Loan Document proves to be untrue in any material respect.

20. Acceleration, Mortgagee's Right to Foreclose. If a default or an Event of Default shall occur by Mortgagor beyond any applicable notice and cure period and is continuing, the entire unpaid balance of the Indebtedness Hereby Secured shall be and become immediately due and payable without notice, at the election of Mortgagee, exercised at any time after the occurrence of such Event of Default, and in addition to any other right or remedy which Mortgagee may now or hereafter have at law or in equity, Mortgagee shall have the right and power (a) to sell the Mortgaged Property according to law; (b) to foreclose upon this Mortgage and the lien hereof; (c) to apply without notice (the same being hereby expressly waived) for the appointment of a receiver to collect the rents and profits of the Mortgaged Property and to preserve the security hereof, as a matter of right, either before or after any foreclosure sale, without consideration of the value of the Mortgaged Property as security for the amount due Mortgagee, or the solvency of any person or persons liable for the payment of such indebtedness; (d) to enter upon and take possession of the Mortgaged Property with the irrevocable consent of Mortgagor as evidenced by the execution of this Mortgage, and, as Mortgagee in possession and without the appointment of any receiver or application being made therefor, to let the Mortgaged Property, either in the name of Mortgagee or Mortgagor, and receive all the rents, issues, and profits therefrom (which are due or to become due), and to apply the same after the payment of all charges and expenses deemed by Mortgagee to be necessary to the Indebtedness Hereby Secured; it being understood, in such case, that Mortgagor will pay to Mortgagee monthly, in advance, a reasonable rent for the Mortgaged Property occupied by Mortgagor, and, in default thereof, Mortgagor may be dispossessed by the usual legal proceedings against a defaulting tenant of real estate; and, further, that any action may be brought in the name of Mortgagor to dispossess any tenant defaulting in the payment of rent to Mortgagee or violating the term of his occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this Mortgage and without applying at any time for a receiver for the Mortgaged Property. In case of sale or foreclosure of the Mortgaged Property, the Mortgaged Property may be sold in one or more parcels, or as an entirety, as Mortgagee may elect. If, while any insurance proceeds or condemnation awards are being held by Mortgagee to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or other improvements on the Land as set forth in this Mortgage, Mortgagee shall be or become entitled to, and shall accelerate the Indebtedness Hereby Secured, then and in such event, Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the Indebtedness Hereby Secured in such order as Mortgagee may determine, and any excess held by it over the amount of such indebtedness shall be returned to Mortgagor or any person or persons entitled thereto, without interest.

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In addition to any provision of this Mortgage authorizing Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. (as amended from time to time, the “Act”), to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities and duties provided for in Section 15-1701 and 15-1702 of the Act.

Anything in this Mortgage to the contrary notwithstanding, the provisions of the Act shall take precedence over the provisions of this Mortgage to the extent of any conflict, but shall not invalidate or render unenforceable any provision of this Mortgage that can fairly be construed in a manner consistent with or not in conflict with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of Mortgagor which are more limited than what would be vested in Mortgagee under the Act, Mortgagee shall be entitled to the full rights, remedies, powers and authorities afforded under the Act.

21. Expense of Collection and Litigation. In any suit to foreclose the lien hereof, or for collection of the Indebtedness Hereby Secured or if this Mortgage or the Note shall be placed in the hands of an attorney for collection, there shall be allowed and included as additional Indebtedness Hereby Secured all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys’ fees, appraiser’s fees, environmental engineer’s fees, outlays for documentary and expert evidence, stenographers’ charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to the decree of foreclosure the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature in this section mentioned and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, the Assignment of Leases, or the Mortgaged Property, including, without restriction, probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate and shall be so much additional Indebtedness Hereby Secured.

22. Payment of Prepayment Premium. The Note is subject to voluntary prepayment with premium under the conditions and in the manner stated therein. If, following the occurrence of an Event of Default and an acceleration of the Indebtedness Hereby Secured but prior to a sale of Mortgaged Property in foreclosure, Mortgagor shall tender to Mortgagee payment of an amount sufficient to satisfy the entire such indebtedness and accrued interest at the Default Rate, such tender shall be deemed to be a voluntary prepayment under the Note secured hereby and, accordingly, Mortgagor shall also pay to Mortgagee the prepayment premium (if any) then required under the Note in order to exercise the prepayment privilege contained therein. If such

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tender is made during a period when prepayment is not permitted, the premium shall be the highest amount stated in the prepayment clause in the Note secured hereby.

23. Forbearance Not a Waiver; Rights and Remedies Cumulative. No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provision of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Note may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised singly or serially (in any order) or concurrently, and as often as the occasion therefor arises. No action by Mortgagee under the provisions of this Mortgage shall impair any acceleration or foreclosure right or remedy available to Mortgagee under this Mortgage. Acceleration of maturity of the Indebtedness Hereby Secured, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity of the Indebtedness Hereby Secured.

24. No Merger. Unless Mortgagee shall expressly consent in writing, the fee title to the Mortgaged Property and the interests of any lessee under any of the Leases shall not merge but shall always remain separate and distinct notwithstanding the union of such estates either in Mortgagor or a third party.

25. Security Agreement. The parties agree to the following additional defined terms:

“*Account*” shall have the definition assigned to it in the UCC.

“*Bank*” shall have the meaning assigned to that term in the UCC.

“*Chattel Paper*” shall have the definition assigned to it in the UCC.

“*Commercial Tort Claim*” shall have the definition assigned to it in the UCC.

“*Deposit Account*” shall have the definition assigned to it in the UCC.

“*Document*” shall have the definition assigned to it in the UCC.

“*Financing Statements*” shall have the definition assigned to it in the UCC.

“*General Intangibles*” shall have the definition assigned to it in the UCC.

“*Goods*” shall have the definition assigned to it in the UCC. “Goods” include all detached fixtures, items of Personal Property that may become fixtures, property management files, accounting books and records, reports of consultants relating to the Land, site plans, test borings, environmental or geotechnical surveys samples and test results, blueprints, construction and shop drawings, and plans and specifications.

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“*Investment Property*” shall have the definition assigned to that term in the UCC.

“*Letter of Credit Rights*” shall have the definition assigned to it in the UCC.

“*Money*” shall have the definition assigned to it in the UCC.

“*Personal Property*” means Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Goods, Instruments, General Intangibles, Investment Property, Letter-of-Credit Rights, Letters of Credit, Money, and Proceeds.

“*Proceeds*” shall have the meaning assigned to that term in the UCC.

“*UCC*” means the Uniform Commercial Code as adopted in the states where Mortgagor and the Mortgaged Property are located, as applicable.

This Mortgage shall also constitute and serve as a “Security Agreement” on Mortgagor’s Personal Property located, arising from or related to the Mortgaged Property. Mortgagor hereby grants Mortgagee a security interest in all such Personal Property. Mortgagor hereby authorizes Mortgagee to execute any “Financing Statements” deemed necessary by Mortgagee and agrees with Mortgagee to execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such further assurances as Mortgagee may, from time to time, consider reasonably necessary to create, perfect, and preserve the security interest of Mortgagee herein granted, and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagee shall have all the rights, remedies and recourse with respect to the personal property afforded a secured party by the aforesaid UCC in addition to, and not in limitation of, the other rights, remedies and recourse afforded Mortgagee by this Mortgage.

Mortgagor shall provide to Mortgagee upon request, certified copies of any searches of UCC records deemed necessary or appropriate by Mortgagee to confirm the first priority status of its security interest in the Personal Property, together with copies of all documents or records evidencing security interests disclosed by such searches. Mortgagor shall pay all filing fees and costs and all reasonable costs and expenses of any record searches (or their continuations) as Mortgagee may require. All of the Personal Property is, and shall during the term hereof continue to be, owned by Mortgagor, and is not the subject matter of any lease, control agreement or other instrument, agreement or transaction whereby any ownership, security or beneficial interest in the Personal Property is held by any person or entity other than Mortgagor, subject only to (1) Mortgagee’s security interest, (2) the rights of tenants occupying the Land pursuant to Leases approved by Mortgagee, and (3) the exception on title as permitted hereunder. Mortgagor covenants and agrees that Mortgagor will furnish Mortgagee with notice of any change in its name, form of organization, or state of organization within thirty (30) days prior to the effective date of any such change. Mortgagor will not remove or permit to be removed any item included in the Goods from the real property described herein, unless the same is replaced immediately with unencumbered Goods (1) of a quality and value equal or superior to that which it replaces and (2)

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which is located on the real property described herein. All such replacements, renewals, and additions shall become and be immediately subject to the security interest of this Mortgage.

This Mortgage constitutes a financing statement filed as a fixture filing in the records of the County where the Mortgaged Property is located with respect to any and all fixtures comprising the Mortgaged Property. The "debtor" is Mortgagor, the "secured party" is Mortgagee, and the collateral is as described above and in the granting clause of this Mortgage. The owner of record of the Land is Mortgagor.

26. Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by United States Postal Service, or by recognized national overnight courier service, postage prepaid, addressed to Mortgagor or Mortgagee, as the case may be, at the respective address first above set out, or at such other place as any party hereto may by notice in writing designate to the other party as a place for service of notice, shall constitute service of notice hereunder.

27. Waiver of Statutory Rights. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety.

28. **WAIVER OF REDEMPTION.** MORTGAGOR ACKNOWLEDGES THAT THE MORTGAGED PROPERTY DOES NOT CONSTITUTE AGRICULTURAL REAL ESTATE, AS SAID TERM IS DEFINED IN SECTION 15-1201 OF THE ACT, OR RESIDENTIAL REAL ESTATE AS DEFINED IN SECTION 15-1219 OF THE ACT. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER THE JUDGMENT OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGEE AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PROPERTY OF ANY NATURE WHATSOEVER, SUBSEQUENT TO THE DATE OF THIS MORTGAGE. THE FOREGOING WAIVER OF RIGHT OF REDEMPTION IS MADE PURSUANT TO THE PROVISIONS OF SECTION 15-1601(b) OF THE ACT.

29. Governing Law; Severability. In the event one or more of the provisions contained in this Mortgage or the Note secured hereby or in any other security documents given to secure the payment of the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Mortgage and the Note it secures are to be construed and governed by the laws of the State of Illinois.

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30. No Usury. Notwithstanding any provision hereof, it is not intended by the Note, Assignment of Leases or this Mortgage to impose upon the undersigned any obligation to pay interest in excess of the maximum rate of interest permitted by law, and any interest which exceeds such maximum rate of interest shall automatically abate to the extent of such excess.

31. Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Mortgaged Property, then, to the extent of such funds so used, the Indebtedness Hereby Secured and this Mortgage shall be subrogated to all of the rights, claims, liens, titles and interests heretofore existing against the Mortgaged Property to secure the indebtedness so extinguished, extended or renewed and the former rights, claims, liens, titles and interests, if any, are not waived but rather are continued in full force and effect in favor of Mortgagee and are merged with the lien created herein as cumulative security for the repayment of the Indebtedness Hereby Secured.

32. Estoppel Affidavits. Mortgagor, within ten (10) days after written request from Mortgagee, shall furnish a written statement, duly acknowledged, setting forth the unpaid balance of the Indebtedness Hereby Secured and whether or not any offsets or defenses exist against such indebtedness.

33. Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and their successors and assigns including, without limitation, each and every from time to time record owner of the fee title or any other person having an interest therein and shall inure to the benefit of Mortgagee and its successors and assigns.

Whenever herein Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note whether so expressed or not, and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereafter and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if each such from time to time holder is herein by name specifically granted such rights, privileges, powers, options, benefits and is herein by name designated as Mortgagee. As used herein the words "successors and assigns" shall also be deemed to include the heirs, representatives, administrators and executors of any natural person who is a party to this Mortgage. In this Mortgage, whenever the context so requires, the masculine, feminine or neuter genders shall include the other genders, the singular number includes the plural and the plural the singular, and the term "person" shall include any individual, partnership, corporation, limited liability company, trustee or unincorporated association. If more than one person has executed this Mortgage as Mortgagor, the obligations of all such persons shall be joint and several.

34. Defeasance. If Mortgagor shall pay to Mortgagee the Indebtedness Hereby Secured, in the manner and at the times mentioned herein and in the Note, and shall fully keep and perform the terms, covenants, conditions and agreements hereof by Mortgagor to be kept and performed, then this Mortgage and the estates hereby granted shall cease, determine and be void and Mortgagee shall thereupon release this Mortgage and the lien thereof by proper instrument at the

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expense of Mortgagor (all claims for statutory penalties in case of the failure of Mortgagee to release, being hereby waived); otherwise this Mortgage shall remain in full force and effect.

35. Captions and Headings. The captions and headings of the various sections of this Mortgage are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof.

36. Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

37. Limitation of Liability. Subject to the limitations and exceptions contained in this section, and further subject to the terms of any guaranty agreement(s) and environmental indemnity agreement(s) executed in connection herewith, the Loan Documents (as hereinafter defined), and the loan evidenced thereby, shall be non-recourse to Mortgagor except that Mortgagor shall be personally liable to Mortgagee, on a joint and several basis: (i) for payment of the Indebtedness Hereby Secured and performance of Mortgagor's obligations under the Note, any guaranty of the Note, this Mortgage, the Assignment of Leases and any other document executed therewith (together with any amendments, modifications, supplements, extensions, renewals, replacements, or restatements thereof, herein, the "**Loan Documents**") if any of the events described in the following items a. through f. occur; and (ii) to the extent of any actual loss suffered by Mortgagee as a result of the occurrence of any of the events described in the following items g. through r.:

a. fraud or intentional material misrepresentation in connection with the Loan Documents or the loan evidenced thereby (material shall mean for purposes of this item (a), a misrepresentation the absence of which may have resulted in Mortgagee offering this Mortgage under materially different terms and/or conditions); b. the occurrence of any prohibited transfer without the prior written consent of Mortgagee; c. the voluntary encumbrance of the Mortgaged Property or any part thereof or interest therein by a lien securing an obligation for which Mortgagor or any of its members, shareholders, partners or beneficiaries is personally liable; d. any act, other than the assertion of valid legal defenses, by Mortgagor or its members, shareholders, partners or beneficiaries made in bad faith to contest, delay or otherwise hinder Mortgagee's legal enforcement actions under the Loan Documents; e. any seizure or forfeiture of the Mortgaged Property or other collateral or security provided under any of the Loan Documents, or any portion thereof or Mortgagee's interest therein, pursuant to federal, state or local laws, other than by condemnation; f. any breach of the obligations of Mortgagor under the provisions of this Mortgage entitled "Hazardous Substance Compliance and Indemnification" including, without limitation, the indemnification obligations thereunder; g. waste or any act or omission by Mortgagor which materially reduces the value of the Mortgaged Property; h. the failure following a default under any of the Loan Documents to apply all of the rents, profits or other income from the Mortgaged Property or other collateral or security to the payment of the Indebtedness Hereby Secured, after paying all reasonable, ordinary and customary expenses directly incurred and currently due for the operation of the Mortgaged Property; i. the collection of rents or other income from the Mortgaged Property or other collateral or security more than thirty (30) days in advance or the failure to account for security deposits of tenants or other occupants at the Mortgaged Property (and interest

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required by law or agreement to be paid thereon) which in either such case are not turned over to Mortgagee immediately after Mortgagee's demand following the occurrence of a default under any of the Loan Documents; j. the application of insurance proceeds or condemnation awards relating to the Mortgaged Property or other collateral or security provided under any of the Loan Documents in a manner contrary to the applicable provisions of the Loan Documents; k. the failure to maintain casualty, liability and other insurance as required under the Loan Documents prior to any transfer of possession of the Mortgaged Property to Mortgagee or a receiver unless funds sufficient to pay all required premiums on such insurance were separately escrowed with Mortgagee in advance and coverage terminated because Mortgagee failed to pay the premiums for such coverage; l. the existence of any lien on the Mortgaged Property (whether or not voluntary) other than those liens approved by Mortgagee; m. the removal, in violation of the Loan Documents, of any fixtures or personal property now or hereafter constituting collateral for the payment of Mortgagor's obligations under the Loan Documents, except to the extent replaced with fixtures or personal property of at least equal value and utility; n. the failure to pay real estate taxes, special assessments, personal property taxes and other levies or assessments constituting a lien against all or any part of the Mortgaged Property or the collateral or other security provided under any of the Loan Documents prior to any transfer of possession of the Mortgaged Property to Mortgagee or a receiver unless funds necessary to pay all such taxes, levies and assessments were separately escrowed with Mortgagee in advance and Mortgagee failed to pay such taxes, levies or assessments; o. the expenditure by Mortgagee of any sums required to perform landlord obligations under leases of the Mortgaged Property or any part thereof required to have been performed prior to any transfer of possession of the Mortgaged Property to Mortgagee or a receiver; p. the existence in any lease of the Mortgaged Property of an option to purchase the Mortgaged Property or any portion thereof; q. any modifications, terminations or cancellations of any lease of the Mortgaged Property or any part thereof without Mortgagee's prior written consent, if and to the extent such consent is required under the Loan Documents; and r. a misrepresentation in connection with the Mortgage that is not addressed in item (a) above.

The foregoing provisions of this section shall not (i) limit or impair in any way the validity or priority of the lien of this Mortgage or the liens created under any other Loan Documents, (ii) prevent the failure to pay when due of any amounts under the Loan Documents, or the failure to comply with any other covenants under the Loan Documents, from constituting a default under the Loan Documents, (iii) limit or impair in any way Mortgagee's rights to accelerate maturity of the Indebtedness Hereby Secured or to cause a foreclosure sale or other enforcement of its remedies as to the Mortgaged Property under the Loan Documents, (iv) limit or impair in any way Mortgagee's right to name Mortgagor or any guarantor a party defendant in any action for foreclosure under, or other enforcement of, the Loan Documents, if Mortgagor or any guarantor is a necessary party in connection therewith, or (v) limit or impair in any way Mortgagee's rights, or release any person's or entity's obligations, under any indemnity or guaranty given in connection with the Loan Documents.

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[Remainder of page intentionally left blank; signature page(s) to follow.]

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IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the day and year first above written.

BEVERLY LISLE SPE, LLC,
a Delaware limited liability company

By: Beverly SPE, LLC,
a Delaware limited liability company,
its sole member

By: Sperry Equities, LLC,
a California limited liability company,
its manager

By: Burton Young
Name: Burton Young
Title: Manager

A notary public officer or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document

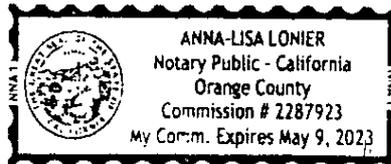
STATE OF CALIFORNIA)
) ss:
COUNTY OF Orange)

On Feb 22, 2023, before me, Annalisa Lonier Notary Public, personally appeared Burton Young, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (SEAL)
Notary Public Signature



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EXHIBIT "A"

The Land

PARCEL 1:

LOT 1 IN RESUBDIVISION OF LOTS 1, 2 AND 3 IN COLLEGE WEST INDUSTRIAL PARK RESUBDIVISION PHASE ONE, BEING A RESUBDIVISION IN THE WEST 1/2 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION OF LOTS 1, 2 AND 3 RECORDED JUNE 30, 1978 AS DOCUMENT R78-59522, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 (EXCEPTING THAT PORTION DESCRIBED IN CONDEMNATION CASE NO. 80 TX-15 FILED APRIL 15, 1980) IN OGDEN INDUSTRIAL PARK ASSOCIATES SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1970 AS DOCUMENT R70-1908, IN DUPAGE COUNTY, ILLINOIS.

NOTE: SAID LAND THAT WAS DESCRIBED IN CONDEMNATION CASE NO. 80-TX-15 WAS CONVEYED TO THE VILLAGE OF LISLE BY DEED RECORDED APRIL 16, 1982 AS DOCUMENT NO. R82-14859, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2 IN OGDEN INDUSTRIAL PARK ASSOCIATES SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER OF SECTION 9 AND THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 25 DEGREES 46 MINUTES 20 SECONDS WEST FOR 360.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET FOR 72.32 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET TO A POINT OF TANGENCY ON THE NORTHERLY RIGHT-OF-WAY LINE OF OGDEN AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE FOR 283.50 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF WESTERN AVENUE, THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE FOR 392.89 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF LISLE, DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

LOTS 39 AND 40 IN NORTH SUBURBAN INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20441552.