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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

Doc#: 2315210098 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/01/2023 12:20 PM Pg: 1 of 36

The property identified as: **PIN: 06-30-351-050**

Address:

Street: 1150 McLean Blvd

Street line 2:

City: Elgin

State: IL

ZIP Code: 60123

Lender: The Northern Trust Company

Borrower: JHGV LLC

Loan / Mortgage Amount: \$53,700,000.00

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

Certificate number: F8164B4B-E1F6-4371-95E3-1BDBC507A7A8

Execution date: 5/12/2023

UNOFFICIAL COPY**RECORDING REQUESTED AND
PREPARED BY AND WHEN RECORDED
MAIL TO:**

Winthrop & Weinstine, P.A. (JWJA)
225 S. Sixth Street, Suite 3500
Minneapolis, MN 55402
Phone: (612) 694-6742

(Space Above For Recorder's Use)

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS
AND FIXTURE FINANCING STATEMENT**

NAME AND ADDRESS OF MORTGAGOR:	JHGV LLC 1624 W. 18 th Street Chicago, IL 60608
NAME AND ADDRESS OF LENDER:	The Northern Trust Company 50 South LaSalle Street Chicago, IL 60603
PROPERTY ADDRESS / ABBREVIATED LEGAL DESCRIPTION / PROPERTY TAX NUMBER (PIN):	1150 McLean Blvd, Elgin, Illinois 60123 111 East Irving Park Road, Streamwood, Illinois 60107 1660 W Irving Park Rd, Hanover Park, Illinois 60133 200 Sundown Road, South Elgin, Illinois 60177 2599 West Higgins Road, Hoffman Estates, Illinois 60169 299 S Randall Rd, Elgin, Illinois 60123 4010 Stadium Drive, Loves Park, Illinois 61111 6400 W. Fullerton Ave., Chicago, Illinois 60707 959 S. Randall Road, Saint Charles, Illinois 60174

Additional legal description on Exhibit A of this document.

PIN Nos.:

Parcel 1: 06-30-351-050

Parcel 2: 06-26-111-013-0000

Parcel 3: 06-25-401-011-0000 and

06-25-401-065-0000

Parcel 4: 06-26-326-012

Parcel 5: 07-07-100-038-0000

Parcel 6: 06-21-101-037

Parcel 7: 12-02-226-016 and 12-02-226-017

Parcel 8: 13-30-410-014-0000

Parcel 9: 09-32-476-013

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THIS INSTRUMENT COVERS GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES AND DEEDS OF TRUST ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY, THE MAILING ADDRESSES OF THE SECURED PARTY AND THE DEBTOR ARE WITHIN.

THIS INSTRUMENT SECURES FUTURE ADVANCES. THIS INSTRUMENT ALSO SECURES A NOTE WHICH PROVIDES FOR A VARIABLE INTEREST RATE.

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FINANCING STATEMENT

Term or Maturity Date: May 12, 2028

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FINANCING STATEMENT (hereinafter referred to as "**Security Instrument**"), made as of May 12, 2023, is granted by JHGV LLC, an Illinois limited liability company ("**Mortgagor**" or "**Borrower**"), for the benefit of THE NORTHERN TRUST COMPANY, an Illinois banking corporation (collectively with its successors or assigns, "**Mortgagee**" or "**Lender**"). Lender is the mortgagee hereunder for indexing purposes by the clerk of court.

ARTICLE 1. GRANT

- 1.1 **GRANT.** For the purposes of and upon the terms and conditions in this Security Instrument, Mortgagor irrevocably bargains, conveys, warrants, mortgages, encumbers, transfers, hypothecates, pledges, sells, sets over, assigns and grants a security interest and assigns to Lender, its successors and assigns, with power of sale and right of entry, all of that real property located in the Counties of Cook, Kane and Winnebago, State of Illinois, described on Exhibit A attached hereto and made a part hereof, together with the Collateral (as defined herein), and all right, title, interest, and privileges of Mortgagor now owned or hereafter acquired in and to all buildings and other improvements, fixtures and equipment now or hereafter located on the real property and all right, title, interest, and privileges of Mortgagor now owned or hereafter acquired in and to all streets, ways, roads, and alleys used in connection with or pertaining to such real property, all development rights or credits, licenses and permits, air rights, water, water rights and water stock related to the real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, and all appurtenances, easements, estates, tenements, hereditaments, privileges, rights and rights of way appurtenant or related thereto; all buildings and other improvements and fixtures now or hereafter located on the real

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property, all apparatus, equipment and appliances used in the operation or occupancy of the real property, it being intended by the parties that all such items shall be conclusively considered to be a part of the real property, whether or not attached or affixed to the real property ("**Improvements**"); all interest or estate which Mortgagor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing (all of the foregoing being collectively referred to as the "**Property**"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

- 1.2 **ADDRESS.** The addresses of the Property are set forth on Exhibit B. However, neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Security Instrument on the Property as described on Exhibit A.
- 1.3 **WARRANTY OF TITLE; USE OF PROPERTY.** Mortgagor represents and warrants that Mortgagor lawfully holds and possesses fee simple title absolute to the Property without limitation on the right to convey and encumber, and that this Security Instrument is a first and prior lien on the Property subject only to those exceptions approved by Lender in writing. Mortgagor further warrants that the Property is not used principally for agricultural or farming purposes, and that the Property is not homestead and that to Mortgagors knowledge, each respective Property is a single tax parcel, and there are no properties included in such tax parcel other than the Property. Mortgagor further covenants and agrees that it shall not cause all or any portion of the Property to be replatted or for any lots or boundary lines to be adjusted, changed or altered for either ad valorem tax purposes or otherwise, and shall not consent to the assessment of the Property in more than one tax parcel or in conjunction with any property other than the Property.
- 1.4 **USE OF PROCEEDS.** Mortgagor represents and warrants to Lender that the proceeds of the obligations secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligations secured by this Security Instrument constitute (i) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4(1)(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(l).

ARTICLE 2. OBLIGATIONS SECURED

- 2.1 **OBLIGATIONS SECURED.** Mortgagor makes this Security Instrument for the purpose of securing the payment and performance of the following obligations (collectively "**Secured Obligations**"):
- (a) Payment to Lender of all sums at any time owing with interest thereon, according to the terms of that certain Term Note of even date herewith in the principal amount of Fifty-Three Million Seven Hundred Thousand and 00/100 United States Dollars (\$53,700,000.00) executed by Borrower and payable to the order of Lender (as the same may be amended, modified, supplemented or replaced from time to time, the "**Note**"). The Maturity Date of the Loan is May 12, 2028; and

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- (b) Payment and performance of all covenants and obligations of Mortgagor under this Security Instrument; and
- (c) Payment and performance of all covenants and obligations on the part of Borrower under that certain Credit Agreement of even date herewith (as the same may be amended, modified, supplemented or replaced from time to time, the "**Credit Agreement**") by and between Borrower and Lender; and
- (d) Payment and performance of all covenants and obligations, if any, of any rider attached as an Exhibit to this Security Instrument; and
- (e) Payment and performance of all obligations of Borrower under or in connection with any "Swap Agreement", as defined in the Credit Agreement, at any time entered into between Borrower and Lender, together with all modifications, extensions, renewals and replacements thereof; and
- (f) Payment and performance of all future advances and other obligations that Borrower may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Lender, when such future advance or obligation is evidenced by an instrument in writing, which recites that it is secured by this Security Instrument including any and all advances or disbursements of Lender with respect to the Property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property; and
- (g) All modifications, extensions, novations and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 **OBLIGATIONS.** The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges (if any), late charges and loan fees at any time accruing or assessed on any of the Secured Obligations together with all costs of collecting the Secured Obligations.

2.3 **INCORPORATION.** All terms of the Secured Obligations and the documents evidencing such obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Property shall be deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note or the Credit Agreement may permit borrowing, repayment and re-borrowing so that repayments shall not reduce the amounts of the Secured Obligations; and (b) the rate of interest on one or more Secured Obligations may vary from time to time.

2.4 **MAXIMUM INDEBTEDNESS; FUTURE ADVANCE MORTGAGE.** This Security Instrument secures the payment of the entire indebtedness secured hereby; provided,

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however, that the total amount secured by this Security Instrument (excluding interest, costs, expenses, charges, fees, protective advances and indemnification obligations, all of any type or nature) shall not exceed an amount equal to One Hundred Seven Million Four Hundred Thousand and No/100ths Dollars (\$107,400,000). This Security Instrument is given to secure not only presently existing indebtedness under the Note, the Credit Agreement or any other Loan Documents (as defined in the Credit Agreement), but also future advances, whether such advances are obligatory or to be made at the option of Lender, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Security Instrument, although there may be no advance made at the time of execution of this Security Instrument and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Security Instrument shall be valid as to all indebtedness including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. The total amount of indebtedness may increase or decrease from time to time, as provided in the Note, and any disbursements which Lender may make under this Security Instrument, the Note, the Credit Agreement or any other document with respect hereto (e.g., for payment of taxes, insurance premiums or other advances to protect Lender's liens and security interests, as permitted hereby) shall be additional indebtedness secured hereby. This Security Instrument is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

ARTICLE 3. ASSIGNMENT OF LEASES AND RENTS

- 3.1 **ASSIGNMENT.** Mortgagor hereby absolutely and irrevocably assigns and transfers to Lender all of Mortgagor's right, title and interest in, to and under: (a) all present and future leases, subleases, licenses or occupancy agreements of the Property or any portion thereof, and all other agreements of any kind relating to the leasing, management, operation, use or occupancy of the Property or any portion thereof, whether now existing or entered into after the date hereof ("**Leases**"); and (b) the rents, revenue, income, receipts, reserves, issues, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Mortgagor under the Leases ("**Payments**"). The term "Leases", as referred to herein, shall also include all subleases and other agreements for the use or occupancy of the Property, options, rights of first refusal or guarantees of and security for the tenant's performance thereunder, the right to exercise any landlord's liens and other remedies to which the landlord is entitled, and all amendments, extensions, renewals or modifications thereto which are permitted hereunder. This assignment is intended to be and constitutes a present, unconditional and absolute assignment, not an assignment for security purposes only, and Lender's right to the Leases and Payments is not contingent upon, and may be exercised without possession of, the Property.
- 3.2 **GRANT OF LICENSE.** Lender confers upon Mortgagor a revocable license ("**License**") to collect and retain the Payments as they become due and payable, until the occurrence and during the continuance of an Event of Default (as hereinafter defined). Upon and during the continuance of an Event of Default, the License shall be automatically revoked and Lender may collect and apply the Payments pursuant to that certain Section hereof entitled Application of Other Sums without notice and without taking possession of the

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Property. All payments thereafter collected by Mortgagor shall be held by Mortgagor as trustee under a constructive trust for the benefit of Lender. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Lender for the payment to Lender of any rentals or other sums which may at any time become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and the tenants shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Mortgagor hereby relieves the tenants from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Lender. Lender may apply, in its sole discretion, any Payments so collected by Lender against any Secured Obligation under the Loan Documents (as defined in the Credit Agreement), whether existing on the date hereof or hereafter arising. Collection of any Payments by Lender shall not cure or waive any Event of Default or notice of an Event of Default or invalidate any acts done pursuant to such notice.

- 3.3 **EFFECT OF ASSIGNMENT.** The foregoing irrevocable assignment shall not cause Lender to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; or (c) responsible or liable for any waste committed on the Property by the tenants under any of the Leases or any other parties; for any dangerous or defective condition of the Property; or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, invitee or other person; or (d) responsible for or under any duty to produce rents or profits. Lender shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise or failure to exercise by Lender, or any of its respective employees, agents, contractors or subcontractors, any of the rights, remedies or powers granted to Lender hereunder; or (ii) the failure or refusal of Lender to perform or discharge any obligation, duty or liability of Mortgagor arising under the Leases.
- 3.4 **REPRESENTATIONS AND WARRANTIES.** Mortgagor represents and warrants that Mortgagor has delivered to Lender a true, accurate and complete list of all Leases, and that, except as disclosed to Lender in writing prior to the date hereof, (a) all existing Leases are in full force and effect and are enforceable in accordance with their respective terms, and no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases on the part of any party; (b) no rent or other payment under any existing Lease has been paid by any tenant for more than one (1) month in advance of its accrual, and payment thereof has not otherwise been forgiven, discounted or compromised; and (c) none of the landlord's interests under any of the Leases has been transferred or assigned.
- 3.5 **COVENANTS.** Mortgagor covenants and agrees, at Mortgagor's sole cost and expense, to: (a) perform all of the obligations of landlord contained in the Leases and enforce by all available remedies performance by the tenants of the obligations of the tenants contained in the Leases; (b) give Lender prompt written notice of any default which occurs with respect to any of the Leases, whether the default be that of the tenant or of the landlord; (c) exercise Mortgagor's best efforts to keep all portions of the Property that are currently subject to Leases leased at all times at rentals not less than the fair market rental value; (d)

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deliver to Lender fully executed, counterpart original(s) of each and every Lease and any modifications or amendments thereto if requested to do so; and (e) execute and record such additional assignments of any Lease or specific subordinations (or subordination, attornment and non-disturbance agreements executed by the landlord and tenant) of any Lease to the Security Instrument, in form and substance acceptable to Lender, as Lender may request. Mortgagor shall not, without Lender's prior written consent, which shall not be unreasonably withheld or delayed, or as otherwise permitted by any provision of the Credit Agreement: (i) enter into any Leases after the date hereof; (ii) execute any other assignment relating to any of the Leases; (iii) discount any rent or other sums due under the Leases or collect the same in advance, other than to collect rentals one (1) month in advance of the time when it becomes due under any of the Leases; (iv) terminate, modify or amend any of the terms of the Leases or in any manner release or discharge the tenants from any obligations thereunder; (v) consent to any assignment or subletting by any tenant under any Lease, except as permitted under such Lease; or (vi) subordinate or agree to subordinate any of the Leases to any other deed of trust, mortgage, deed to secure debt or encumbrance. Any such attempted amendment, cancellation, modification or other action in violation of the provisions of this Section without the prior written consent of Lender shall be null and void. Without in any way limiting the requirement of Lender's consent hereunder, any sums received by Mortgagor in consideration of any termination (or the release or discharge of any tenant), modification or amendment of any Lease, shall be applied to reduce the outstanding Secured Obligations and any such sums received by Mortgagor shall be held in trust by Mortgagor for such purpose.

- 3.6 **ESTOPPEL CERTIFICATES.** Within thirty (30) days after written request by Lender but no more often than annually, Mortgagor shall obtain and shall deliver to Lender and to any party designated by Lender estoppel certificates executed by Mortgagor and by each of the tenants, certifying (if such be the case) to certain matters relating to the Leases, including, without limitation: (a) that the foregoing assignment and the Leases are in full force and effect; (b) the date and amount of each tenant's most recent payment of rent and other charges; (c) that there are no uncured defaults, defenses or offsets outstanding, or stating those claimed by Mortgagor or tenants under the foregoing assignment or the Leases, as the case may be; and (d) any other information reasonably requested by Lender.
- 3.7 **LENDER RIGHT TO CURE.** Without regard to whether there exists an Event of Default, if there exists a default under a Lease or any other contract collaterally assigned by Borrower to Lender in connection with the Loan, Borrower acknowledges and agrees (A) that Lender may, at its option, with no obligation to do so, take any actions necessary to cure such default including, without limitation, any actions that require Lender or its designee to enter onto the Property (B) to indemnify, defend and hold Indemnitees (defined below) harmless in connection with any such action, and (C) any money advanced for any such purpose shall be secured hereby and payable by Mortgagor to Lender on demand, with interest thereon at the Default Rate from the date such amounts are advanced.

ARTICLE 4. SECURITY AGREEMENT AND FIXTURE FILING

- 4.1 **SECURITY INTEREST.** Mortgagor hereby grants and assigns to Lender a security interest, to secure payment and performance of all of the Secured Obligations, in all of the

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following described personal property in which Mortgagor now or at any time hereafter has any interest (collectively, the "Collateral"):

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Property; together with all Payments and other rents and security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Mortgagor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the Property, all advance payments of insurance premiums made by Mortgagor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Lender, whether or not disbursed; all funds deposited with Lender pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; all of Mortgagor's right, title and interest now or hereafter acquired, to the payment of money from Lender to Mortgagor under any Swap Agreement; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, it is intended by Mortgagor and Lender that this Security Instrument constitutes a fixture filing filed with the real estate records of Cook, Kane and Winnebago Counties, Illinois, under Article 9, Section 502(b) of the Uniform

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Commercial Code, as amended or recodified from time to time, from the state wherein the Property is located (“UCC”). For purposes of this fixture filing, the “Debtor” is the Mortgagor and the “Secured Party” is the Lender. A description of the land which relates to the fixtures is set forth in Exhibit A attached hereto. Mortgagor is the record owner of such land. The filing of a financing statement covering the Collateral shall not be construed to derogate from or impair the lien or provisions of this Security Instrument with respect to any property described herein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in any financing statement shall be construed to alter any of the rights of Lender under this Security Instrument or the priority of Lender’s lien created hereby, and such financing statement is declared to be for the protection of Lender in the event any court shall at any time hold that notice of Lender’s priority interest in any property or interests described in this Security Instrument must, in order to be effective against a particular class of persons, including but not limited to the Federal government and any subdivision, agency or entity of the Federal government, be filed in the UCC records.

4.2 **FIXTURE FILING.** This instrument shall be deemed to be a Fixture Filing within the meaning of the Illinois Uniform Commercial Code, and for such purpose, the following information is given:

(a) Name and Address of Debtor:

JHGV LLC
1624 W. 18th Street
Chicago, IL 60608

(b) Name and Address of Secured Party:

The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60603

(c) Description of the types of property covered by this Fixture Filing:
The Property and Collateral described above.

(d) The real estate to which such fixtures are or are to be attached:

See Exhibit A attached hereto, the record owner of which is Debtor.

4.3 **REPRESENTATIONS AND WARRANTIES.** Mortgagor represents and warrants that: (a) Mortgagor has, or will have, good title to the Collateral; (b) no financing statement covering any of the Collateral will remain after the Closing Date, and (c) Mortgagor’s principal place of business is located at the address set forth on the cover page of this Security Instrument.

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- 4.4 **COVENANTS.** Mortgagor agrees: (a) to execute and deliver such documents as Lender deems necessary to create, perfect and continue the security interests contemplated hereby; (b) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Lender prior written notice thereof; (c) to cooperate with Lender in perfecting all security interests granted herein and in obtaining such agreements from third parties as Lender deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder; and (d) that Lender is authorized to file financing statements in the name of Mortgagor to perfect Lender's security interest in the Collateral.
- 4.5 **RIGHTS OF LENDER.** In addition to Lender's rights as a "**Secured Party**" under the UCC, Lender may, but shall not be obligated to, at any time without notice and at the expense of Mortgagor: (a) give notice to any person of Lender's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Lender therein; (c) inspect the Collateral; and (d) endorse, collect and receive any right to payment of money owing to Mortgagor under or from the Collateral.

Upon the occurrence and during the continuance of an Event of Default under this Security Instrument, then in addition to all of Lender's rights as a "**Secured Party**" under the UCC or otherwise at law and in addition to Lender's rights under the Loan Documents:

- (a) Lender may (i) upon written notice, require Mortgagor to assemble any or all of the Collateral and make it available to Lender at a place designated by Lender; (ii) without prior notice, enter upon the Property or other place where any of the Collateral may be located and take possession of, collect, sell, lease, license or otherwise dispose of any or all of the Collateral and store the same at locations acceptable to Lender at Mortgagor's expense; (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become the purchaser at any such sales; and
- (b) Lender may, for the account of Mortgagor and at Mortgagor's expense: (i) operate, use, consume, sell, lease, license or otherwise dispose of the Collateral as Lender deems appropriate for the purpose of performing any or all of the Secured Obligations; (ii) enter into any agreement, compromise, or settlement, including insurance claims, which Lender may deem desirable or proper with respect to any of the Collateral; and (iii) endorse and deliver evidences of title for, and receive, enforce and collect by legal action or otherwise, all indebtedness and obligations now or hereafter owing to Mortgagor in connection with or on account of any or all of the Collateral; and
- (c) Any proceeds of any disposition of any Collateral may be applied by Lender to the payment of expenses incurred by Lender in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Lender toward the payment of the Secured Obligations in such order of application as Lender may from time to time elect.

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Notwithstanding any other provision hereof, Lender shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Mortgagor to Lender unless Mortgagor shall make an express written election of said remedy under the UCC or other applicable law. Mortgagor agrees that Lender shall have no obligation to process or prepare any Collateral for sale or other disposition. Mortgagor acknowledges and agrees that a disposition of the Collateral in accordance with Lender's rights and remedies as heretofore provided is a disposition thereof in a commercially reasonable manner and that ten (10) days prior notice of such disposition is commercially reasonable notice.

- 4.6 **POWER OF ATTORNEY.** Mortgagor hereby irrevocably appoints Lender as Mortgagor's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact Lender may, without the obligation to do so, in Lender's name, or in the name of Mortgagor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Lender's security interests and rights in or to any of the Collateral, and, upon the occurrence and during the continuance of an Event of Default hereunder, take any other action required of Mortgagor; provided, however, that Lender as such attorney-in-fact shall be accountable only for such funds as are actually received by Lender.

ARTICLE 5. RIGHTS AND DUTIES OF THE PARTIES

- 5.1 **PERFORMANCE OF SECURED OBLIGATIONS.** Mortgagor shall promptly pay and perform each Secured Obligation for which it is responsible hereunder or under the Credit Agreement when due. If Mortgagor fails to timely pay or perform any portion of the Secured Obligations (including taxes, assessments and insurance premiums), or if a legal proceeding is commenced that may adversely affect Lender's rights in the Property, then Lender may (but is not obligated to), at Mortgagor's expense, take such action as it considers to be necessary to protect the value of the Property and Lender's rights in the Property, including the retaining of counsel, and any amount so expended by Lender will be added to the Secured Obligations and will be payable by Mortgagor to Lender on demand, together with interest thereon from the date of advance until paid at the Default Rate provided in the Credit Agreement, Note or other Loan Documents.
- 5.2 **TAXES AND ASSESSMENTS.** Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed by any public or quasi public authority or utility company which are or which may become a lien upon or cause a loss in value of the Property or any interest therein. Mortgagor shall also pay prior to delinquency all taxes, assessments, levies and charges imposed by any public authority upon Lender by reason of its interest in any Secured Obligation or in the Property, or by reason of any payment made to Lender pursuant to any Secured Obligation; provided, however, Mortgagor shall have no obligation to pay taxes which may be imposed from time to time upon Lender and which are measured by and imposed upon Lender's net income.
- 5.3 **LIENS, ENCUMBRANCES AND CHARGES.** Mortgagor shall immediately discharge all liens, claims and encumbrances not approved by Lender in writing that has or may attain priority over this Security Instrument. Mortgagor shall pay when due all obligations secured by, or which may become, liens and encumbrances which shall now or hereafter encumber or appear to encumber all or any part of the Property or Collateral, or any interest

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therein, whether senior or subordinate hereto, subject to Mortgagor's right to contest as set forth in the Credit Agreement.

5.4 DAMAGES; INSURANCE AND CONDEMNATION PROCEEDS.

- (a) The following (whether now existing or hereafter arising), in excess of \$100,000 per Unit Location, are all absolutely and irrevocably assigned by Mortgagor to Lender and, at the request of Lender, shall be paid directly to Lender: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Property or Collateral; (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Property or Collateral; (iii) all proceeds of any insurance policies (whether or not expressly required by Lender to be maintained by Mortgagor, including, but not limited to, earthquake insurance and terrorism insurance, if any) payable by reason of loss sustained to all or any part of the Property or Collateral; and (iv) all interest which may accrue on any of the foregoing. Subject to applicable law, and without regard to any requirement contained in this Security Instrument, Lender may at its discretion apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any claim and may apply the balance to the Secured Obligations in such order and amounts as Lender in its sole discretion may choose, and/or Lender may release all or any part of the proceeds to Mortgagor upon any conditions Lender may impose. Lender may commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all claims and awards assigned to Lender; provided, however, in no event shall Lender be responsible for any failure to collect any claim or award, regardless of the cause of the failure, including, without limitation, any malfeasance or nonfeasance by Lender or its employees or agents.
- (b) At its sole option, Lender may permit insurance or condemnation proceeds held by Lender to be used for repair or restoration but may also condition such application upon reasonable conditions including, without limitation, the following: (i) the deposit with Lender of such additional funds which Lender determines are needed to pay all costs of the repair or restoration, (including, without limitation, taxes, financing charges, insurance and rent during the repair period); (ii) the establishment of an arrangement for lien releases and disbursement of funds acceptable to Lender; (iii) the delivery to Lender of plans and specifications for the work, a contract for the work signed by a contractor acceptable to Lender, a cost breakdown for the work and a payment and performance bond for the work, all of which shall be acceptable to Lender; (iv) evidence that the work will be completed at least three (3) months prior to the maturity date of the Note; and (v) the delivery to Lender of evidence acceptable to Lender (aa) that after completion of the work the income from the Property will be sufficient to pay all expenses and debt service for the Property; (bb) of the continuation of Leases acceptable to and required by Lender; (cc) that upon completion of the work, the size, capacity and total value of the Property will be at least as great as it was before the damage or condemnation occurred; (dd) that there has been no material adverse change in the financial condition or credit of Mortgagor and Borrower and any guarantors since the date

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of this Security Instrument; and (ee) of the satisfaction of any additional conditions that Lender may reasonably establish to protect its security. Mortgagor hereby acknowledges that the conditions described above are reasonable, and, if such conditions have not been satisfied within ninety (90) days of receipt by Lender of such insurance or condemnation proceeds, then Lender may apply such insurance or condemnation proceeds to pay the Secured Obligations in such order and amounts as Lender in its sole discretion may choose.

5.5 **MAINTENANCE AND PRESERVATION OF THE PROPERTY.** Subject to the provisions of the Credit Agreement, Mortgagor covenants: (a) to insure the Property and Collateral against such risks as Lender may require as set forth in the Credit Agreement and any supplemental insurance provisions or requirements provided to Mortgagor by Lender; and, at Lender's request, to provide evidence of such insurance to Lender, and to comply with the requirements of any insurance companies providing such insurance; (b) to keep the Property and Collateral in good condition and repair; (c) not to remove or demolish the Property or Collateral or any part thereof, not to alter or add to the Property or Collateral; (d) to complete or restore promptly and in good and workmanlike manner the Property and Collateral, or any part thereof which may be damaged or destroyed, without regard to whether Lender elects to require that insurance proceeds be used to reduce the Secured Obligations as provided in that certain Section hereof entitled Damages; Insurance and Condemnation Proceeds; (e) to comply with all laws, ordinances, regulations and standards, and all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character which affect the Property or Collateral and pertain to acts committed or conditions existing thereon, including, without limitation, any work, alteration, improvement or demolition mandated by such laws, covenants or requirements; (f) not to commit or permit waste of the Property or Collateral; and (g) to do all other acts which from the character or use of the Property or Collateral may be reasonably necessary to maintain and preserve its value.

5.6 **REQUIRED INSURANCE.** Mortgagor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Property, at no expense to Lender, policies of insurance in forms and amounts required by the Credit Agreement. If at any time Lender is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Lender shall have the right, without notice to Mortgagor, to take such action as Lender deems necessary to protect its interest in the Property, including, without limitation, pursuant to the terms of the Collateral Protection Act, 815 ILCS 180/1 et seq., Lender may purchase insurance at Mortgagor's expense to protect Lender's interests in the Property and to maintain the insurance required by this Agreement. This insurance may, but need not, protect Mortgagor's interests. The coverage purchased by Lender may not pay any claim made by Mortgagor or any claim that is made against Mortgagor in connection with the Property or any required insurance policy. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by this Security Instrument. If Lender purchases insurance for the Property or insurance otherwise required by this Security Instrument, Mortgagor will be responsible for the costs of that insurance, including interest and other charges imposed by Lender in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance.

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The costs of the insurance shall be paid by Mortgagor to Lender within five (5) days after written notice requesting payment thereof, and until paid shall be secured by this Security Instrument, shall bear interest at the Default Rate and shall be added to the Loan. The cost of the insurance may be more than the cost of insurance Mortgagor is able to obtain on its own.

- 5.7 **DEFENSE AND NOTICE OF LOSSES, CLAIMS AND ACTIONS.** At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and Collateral and title to and right of possession of the Property and Collateral, the security hereof and the rights and powers of Lender hereunder against all adverse claims. Mortgagor shall give Lender prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of the occurrence of any material damage to the Property or Collateral and of any condemnation offer or action with respect to the Property or Collateral.
- 5.8 **DUE ON SALE; ENCUMBRANCE.** If the Property or any interest therein or if any direct or indirect ownership interest in Mortgagor shall be sold, under contract to sell, transferred, mortgaged, assigned, further encumbered or leased, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, in each case without the prior written consent of Lender or as expressly permitted by or in accordance with the Credit Agreement, THEN Lender, in its sole discretion, may at anytime thereafter declare all Secured Obligations immediately due and payable.
- 5.9 **ACTIONS BY LENDER.** From time to time, without affecting the personal liability of any person for payment of any indebtedness or performance of any obligations secured hereby, Lender, without liability therefor and without notice, may: (a) release all or any part of the Property from this Security Instrument; (b) consent to the making of any map or plat thereof; and (c) join in any grant of easement thereon, any declaration of covenants and restrictions, or any extension agreement or any agreement subordinating the lien or charge of this Security Instrument.
- 5.10 **RELEASES, EXTENSIONS, MODIFICATIONS AND ADDITIONAL SECURITY.** Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Property and Collateral or in any manner obligated under the Secured Obligations ("**Interested Parties**"), Lender may, from time to time and without notice to Mortgagor or Borrower (i) release any person or entity from liability for the payment or performance of any Secured Obligation; (ii) take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation; or (iii) accept additional security or release all or a portion of the Property and Collateral and other security for the Secured Obligations. None of the foregoing actions shall release or reduce the personal liability of any of said Interested Parties, or release or impair the priority of the lien of and security interests created by this Security Instrument upon the Property, the Collateral or any other security provided herein or in the other Loan Documents.
- 5.11 **SUBROGATION.** Lender shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Lender pursuant to the Loan Documents or by the proceeds of any loan secured by this Security Instrument.

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- 5.12 **RIGHT OF INSPECTION.** Lender, its agents, representatives and employees, may enter any part of the Property at any reasonable time for the purpose of inspecting the Property and Collateral and ascertaining Mortgagor's compliance with the terms hereof and the other Loan Documents. Lender shall exercise any right of entry or access to the Property in a manner that will cause the least disruption to the business operations of any tenant on the Property.

ARTICLE 6. DEFAULT PROVISIONS

- 6.1 **DEFAULT.** For all purposes hereof, the term "**Event of Default**" shall mean (a) at Lender's option, the failure of Mortgagor or any other person liable to make any payment of principal or interest on the Note or to pay any other amount due hereunder or under the Note within five (5) Banking Days of when due, whether at maturity, by acceleration or otherwise; or (b) the occurrence of any Event of Default as defined in any one or more of the Credit Agreement or any other Loan Document.
- 6.2 **RIGHTS AND REMEDIES.** At any time after the occurrence and during the continuance of an Event of Default, Lender shall have each and every one of the following rights and remedies in addition to Lender's rights under the other Loan Documents:
- (a) With or without notice, to declare all Secured Obligations immediately due and payable.
 - (b) Pursuant to the terms of any Swap Agreement between Borrower and Lender, terminate such Swap Agreement.
 - (c) With or without notice, and without releasing Mortgagor or Borrower from any Secured Obligation, and without becoming a mortgagee in possession, to cure any breach or default of Mortgagor or Borrower and, in connection therewith, to enter upon the Property and do such acts and things as Lender deems necessary or desirable to protect the security hereof, including, without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security of this Security Instrument or the rights or powers of Lender under this Security Instrument; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of Lender, is or may be senior in priority to this Security Instrument, the judgment of Lender being conclusive as between the parties hereto; (iii) to obtain insurance and to pay any premiums or charges with respect to insurance required to be carried under this Security Instrument; or (iv) to employ counsel, accountants, contractors and other appropriate persons.
 - (d) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a deed of trust or mortgage or to obtain specific enforcement of the covenants of Mortgagor hereunder, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Mortgagor waives the defense of laches and any applicable statute of limitations.

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- (e) To the extent this Security Instrument may encumber more than one property, the Lender at its sole option shall have the right to foreclose any one property or to foreclose en masse. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness to the decree for sale all costs, fees and expenses described in that certain Section hereof entitled Payment of Costs, Expenses and Attorney's Fees which may be paid or incurred by or on behalf of Lender to prosecute such suit, and such other costs and fees including, but not limited to, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, accounting fees, brokerage commissions, costs of whatever nature or kind to protect and avoid impairment of the Property, and other related costs and fees as shall be necessary.
- (f) To foreclose this Security Instrument by action pursuant to the statutes of the State of Illinois in such case made and provided, power being expressly granted to sell the Property at public auction and convey the same to the purchaser in fee simple and, out of the proceeds arising from such sale, to pay the Secured Obligations secured hereby with interest, and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges and fees Mortgagor agrees to pay.
- (g) To apply to a court of competent jurisdiction for and obtain ex parte appointment of a receiver of the Property as a matter of strict right and without regard to the adequacy of the security for the repayment of the Secured Obligations, the existence of a declaration that the Secured Obligations are immediately due and payable, or the filing of a notice of default, and Mortgagor hereby consents to such ex parte appointment and waives notice of any hearing or proceeding for such appointment.
- (h) To enter upon, possess, control, lease, manage and operate the Property or any part thereof, to take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Property, to make, terminate, enforce or modify Leases of the Property upon such terms and conditions as Lender deems proper, to make repairs, alterations and improvements to the Property as necessary, in Lender's sole judgment, to protect or enhance the security hereof.
- (i) To execute a written notice of such Event of Default and of its election to cause the Property to be sold to satisfy the Secured Obligations. As a condition precedent to any such sale, Lender shall give and record such notice as the law then requires. When the minimum period of time required by law after such notice has elapsed, Lender, without notice to or demand upon Mortgagor except as required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Lender in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Mortgagor nor any other person or entity other than Lender shall have the right to direct the order in which the Property is sold. Subject to requirements and limits imposed by law, Lender may from time to time postpone sale of all or any portion of the Property by public announcement at such time and place of sale. Lender shall deliver to the purchaser at such sale a deed conveying

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the Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Mortgagor or Lender may purchase at the sale.

- (j) To resort to and realize upon the security hereunder and any other security now or later held by Lender concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received upon the Secured Obligations all in such order and manner as Lender determines in its sole discretion.
- (k) Upon sale of the Property at any foreclosure sale, Lender may credit bid (as determined by Lender in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, to the extent permitted by law, Lender may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Lender in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Lender with respect to the Property prior to foreclosure; (iii) expenses and costs which Lender anticipates will be incurred with respect to the Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Property prior to resale, costs of resale (e.g. commissions, attorneys' fees, and taxes), costs of any hazardous materials clean-up and monitoring, costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Lender; (iv) declining trends in real property values generally and with respect to properties similar to the Property; (v) anticipated discounts upon resale of the Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any), for the Secured Obligations; and (vii) such other factors or matters that Lender (in its sole and absolute discretion) deems appropriate. In regard to the above, Mortgagor acknowledges and agrees that: (w) Lender is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (x) this Section does not impose upon Lender any additional obligations that are not imposed by law at the time the credit bid is made; (y) the amount of Lender's credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Mortgagor and Lender; and (z) Lender's credit bid may be (at Lender's sole and absolute discretion) higher or lower than any appraised value of the Property.
- (l) Upon the completion of any foreclosure of all or a portion of the Property, commence an action to recover any of the Secured Obligations that remains unpaid or unsatisfied.
- (m) Exercise any and all remedies at law, equity, or under the Note, Security Instrument or other Loan Documents for such Event of Default.

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- 6.3 **APPLICATION OF FORECLOSURE SALE PROCEEDS.** Except as may be otherwise required by applicable law, after deducting all costs, fees and expenses of Lender, including, without limitation, cost of evidence of title and attorneys' fees in connection with sale and costs and expenses of sale and of any judicial proceeding wherein such sale may be made, all proceeds of any foreclosure sale shall be applied: (a) to payment of all sums expended by Lender under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Note to be applicable on or after maturity or acceleration of the Note; (b) to payment of all other Secured Obligations; and (c) the remainder, if any, to the person or persons legally entitled thereto.
- 6.4 **APPLICATION OF OTHER SUMS.** All sums received by Lender under this Security Instrument other than those described in that certain Section hereof entitled Rights and Remedies or that certain Section hereof entitled Grant of License, less all costs and expenses incurred by Lender or any receiver, including, without limitation, reasonable attorneys' fees, shall be applied in payment of the Secured Obligations in such order as Lender shall determine in its sole discretion; provided, however, Lender shall have no liability for funds not actually received by Lender.
- 6.5 **NO CURE OR WAIVER.** Neither Lender's nor any receiver's entry upon and taking possession of all or any part of the Property and Collateral, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise or failure to exercise of any other right or remedy by Lender or any receiver shall cure or waive any breach, Event of Default or notice of default under this Security Instrument, or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and Mortgagor has cured all other defaults), or limit or impair the status of the security, or prejudice Lender in the exercise of any right or remedy, or be construed as an affirmation by Lender of any tenancy, lease or option or a subordination of the lien of or security interests created by this Security Instrument.
- 6.6 **PAYMENT OF COSTS, EXPENSES AND ATTORNEYS' FEES.** Mortgagor agrees to pay to Lender immediately and without demand all costs and expenses of any kind incurred by Lender pursuant to this Article (including, without limitation, court costs and attorneys' fees, whether incurred in litigation or not, including, without limitation, at trial, on appeal or in any bankruptcy or other proceeding, or not and the costs of any appraisals obtained in connection with a determination of the fair value of the Property) with interest from the date of expenditure until said sums have been paid at the rate of interest then applicable to the principal balance of the Note as specified therein or as allowed by applicable law. In addition, Mortgagor will pay the costs and fees for title searches, sale guarantees, publication costs, appraisal reports or environmental assessments made in preparation for and in the conduct of any such proceedings or suit. All of the foregoing amounts must be paid to Lender as part of any reinstatement tendered hereunder. In the event of any legal proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Lender.
- 6.7 **POWER TO FILE NOTICES AND CURE DEFAULTS.** Mortgagor hereby irrevocably appoints Lender and its successors and assigns, as its attorney-in-fact, which

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agency is coupled with an interest, to prepare, execute and file or record any document necessary to create, perfect or preserve Lender's security interests and rights in or to any of the Property and Collateral, and upon the occurrence of an event, act or omission which, with notice or passage of time or both, would constitute an Event of Default, Lender may perform any obligation of Mortgagor hereunder. Furthermore, the Mortgagor hereby authorizes Lender and its agents or counsel to file financing statements that indicate the collateral (i) as all assets of the Mortgagor or words of similar effect or (ii) as being of an equal, greater or lesser scope, or with greater or lesser detail, than as set forth in this Security Agreement and/or this Security Instrument, on behalf of the Mortgagor.

6.8 **ILLINOIS MORTGAGE FORECLOSURE LAW.** It is the intention of Mortgagor and Lender that the enforcement of the terms and provisions of this Security Instrument shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "**Act**"), 735 ILCS 5/15-1101 et seq., and with respect to such Act, Mortgagor agrees and covenants that:

- (a) Lender shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Lender shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference. If any provision in this Security Instrument shall be inconsistent with any provision of the Act, provisions of the Act shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with the Act. If any provision of this Security Instrument shall grant to Lender (including Lender acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of that certain Section hereof entitled Rights and Remedies of this Security Instrument any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Lender or in such receiver under the Act in the absence of said provision, Lender and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Lender which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated specifically in this Security Instrument, shall be added to the indebtedness secured hereby and/or by the judgment of foreclosure.
- (b) Wherever provision is made in this Security Instrument or the Credit Agreement for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Lender, or to confer authority upon Lender to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control the use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Lender shall continue in Lender as judgment creditor or mortgagee until confirmation of sale.

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- (c) In addition to any provision of this Security Instrument authorizing Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in the possession of the Property or at its request to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in this Security Instrument, all rights, powers, immunities, and duties and provisions for in Sections 15-1701 and 15-1703 of the Act.
- (d) Mortgagor acknowledges that the 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.
- (e) Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Section 5/15-1601 of the Act or other applicable law or replacement statutes.

6.9 **REMEDIES CUMULATIVE.** All rights and remedies of Lender provided hereunder are cumulative and are in addition to all rights and remedies provided by applicable law (including specifically that of foreclosure of this instrument as though it were a mortgage) or in any other agreements between Mortgagor and Lender. No failure on the part of Lender to exercise any of its rights hereunder arising upon any Event of Default shall be construed to prejudice its rights upon the occurrence of any other or subsequent Event of Default. No delay on the part of Lender in exercising any such rights shall be construed to preclude it from the exercise thereof at any time while that Event of Default is continuing. Lender may enforce any one or more remedies or rights hereunder successively or concurrently. By accepting payment or performance of any of the Secured Obligations after its due date, Lender shall not waive the agreement contained herein that time is of the essence, nor shall Lender waive either its right to require prompt payment or performance when due of the remainder of the Secured Obligations or its right to consider the failure to so pay or perform an Event of Default.

6.10 **PROTECTIVE ADVANCES.**

- (a) Protective Advances.

Advances, disbursements and expenditures made by Lender for the following purposes, whether before and during a foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, shall, in addition to those otherwise authorized by this Mortgage, constitute "Protective Advances":

1. all advances by Lender in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild the improvements

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upon the Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

2. payments by Lender of: (A) when due, installments of principal, interest or other obligations in accordance with the terms of any prior lien or encumbrance; (B) when due, installments of taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title to the Property, as referred to in Section 5/15-1505 of the Act;

3. advances by Lender in settlement or compromise of any claims asserted by claimants under any prior liens;

4. reasonable attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Section 5/15-1504(d)(2) and 5/15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against Lender for the enforcement of this Mortgage or arising from the interest of Lender hereunder or under any of the other Loan Documents; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

5. Lender's fees and costs including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the Act;

6. advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Mortgage;

7. expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Act; and

8. expenses incurred and expenditures made by Lender for any one or more of the following: (A) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the mortgaged real estate imposed by Subsection (c)(1) of Section 5/15-1704 of the Act; (B) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (C) payments required or deemed by Lender to be for the benefit of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (D) shared or common expense assessments payable to any

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association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the Property; (E) pursuant to any lease or other agreement for occupancy of the mortgaged real estate.

(b) All Protective Advances shall be so much additional indebtedness, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the default rate under the Note.

(c) This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 5/15-1302 of the Act.

(d) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in the:

1. determination of the amount of indebtedness at any time;
2. indebtedness found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
3. determination of amounts deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;
4. application of income in the hands of any receiver or mortgagee in possession; and
5. computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 5/15-1508 and Section 5/15-1511 of the Act.

ARTICLE 7. MISCELLANEOUS PROVISIONS

- 7.1 **NOTICES.** All notices, demands, or other communications under this Security Instrument and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Security Instrument). All notices, demands or other communications shall be considered as properly given if personally served or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

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Mortgagor: JHGV LLC
1624 W. 18th Street
Chicago, IL 60608
Attn: Adam Velarde

Lender: The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60603
Attn: Tim Rohde

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

- 7.2 **ATTORNEYS' FEES AND EXPENSES; ENFORCEMENT.** If the Note is placed with an attorney for collection or if an attorney is engaged by Lender to exercise rights or remedies or otherwise take actions to collect thereunder or under any other Loan Document, or if suit be instituted for collection, reinforcement of rights and remedies, then in all events, Mortgagor agrees to pay to Lender all reasonable costs of collection, exercise of remedies or rights or other assertion of claims, including, but not limited to, attorneys' fees, whether or not court proceedings are instituted, and, where instituted, whether in district court, appellate court, or bankruptcy court. In the event of any legal proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Lender.
- 7.3 **NO WAIVER.** No previous waiver and no failure or delay by Lender in acting with respect to the terms of the Note or this Security Instrument shall constitute a waiver of any breach, default, or failure of condition under the Note, this Security Instrument or the obligations secured thereby. A waiver of any term of the Note, this Security Instrument or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.
- 7.4 **SEVERABILITY.** If any provision or obligation under this Security Instrument shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed severed from this Security Instrument and the validity, legality and enforceability of the remaining provisions or obligations shall remain in full force as though the invalid, illegal, or unenforceable provision had never been a part of this Security Instrument.
- 7.5 **HEIRS, SUCCESSORS AND ASSIGNS.** Except as otherwise expressly provided under the terms and conditions herein, the terms of this Security Instrument shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto, including, without limitation, subsequent owners of the Property or any part thereof; provided, however, that this Section does not waive or modify the provisions of that certain Section entitled Due on Sale or Encumbrance.
- 7.6 **ATTORNEY-IN-FACT.** Mortgagor hereby irrevocably appoints and authorizes Lender as Mortgagor's attorney-in-fact, which agency is coupled with an interest, and as such

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attorney-in-fact Lender may, without the obligation to do so, execute and/or record in Lender's or Mortgagor's name any notices, instruments or documents that Lender deems appropriate to protect Lender's interest under any of the Loan Documents.

- 7.7 **TIME.** Time is of the essence of each and every term herein.
- 7.8 **GOVERNING LAW AND CONSENT TO JURISDICTION.** With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the liens created pursuant to this Security Instrument, this Security Instrument shall be governed by, and construed in accordance with, the laws of Illinois, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the laws of Illinois, the laws of Illinois shall govern any and all matters, claims, controversies or disputes arising under or related to this Security Instrument, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties relating to this Security Instrument, the Credit Agreement and the other Loan Documents and all of the indebtedness or obligations arising thereunder or hereunder. Mortgagor hereby consents to the jurisdiction of any federal or state court within Illinois having proper venue and also consent to service of process by any means authorized by Illinois or federal law.
- 7.9 **JOINT AND SEVERAL LIABILITY.** The liability of all persons and entities obligated in any manner hereunder and under any of the Loan Documents shall be joint and several.
- 7.10 **HEADINGS.** All article, section or other headings appearing in this Security Instrument are for convenience of reference only and shall be disregarded in construing this Security Instrument.
- 7.11 **COUNTERPARTS.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 7.12 **POWERS OF ATTORNEY.** The powers of attorney granted by Mortgagor to Lender in this Security Instrument shall be unaffected by the disability of the principal so long as any portion of the Loan remains unpaid or unperformed. Lender shall have no obligation to exercise any of the foregoing rights and powers in any event. Lender hereby discloses that it may exercise the foregoing powers of attorney for Lender's benefit, and such authority need not be exercised for Borrower's best interest.
- 7.13 **DEFINED TERMS.** Unless otherwise defined herein, capitalized terms used in this Security Instrument shall have the meanings attributed to such terms in the Credit Agreement.

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- 7.14 **RULES OF CONSTRUCTION.** The word “**Borrower**” as used herein shall include both the named Borrower and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Borrower under the Note and the other Loan Documents. The term “person” as used herein shall include any individual, company, trust or other legal entity of any kind whatsoever. If this Security Instrument is executed by more than one person, the term “**Mortgagor**” shall include all such persons. The word “**Lender**” as used herein shall include Lender, its successors, assigns and affiliates. The term “**Property**” and “**Collateral**” means all and any part of the Property and Collateral, respectively, and any interest in the Property and Collateral, respectively.
- 7.15 **USE OF SINGULAR AND PLURAL; GENDER.** When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural, and the masculine gender includes the feminine and/or neuter.
- 7.16 **EXHIBITS, SCHEDULES AND RIDERS.** All exhibits, schedules, riders and other items attached hereto are incorporated into this Security Instrument by such attachment for all purposes.
- 7.17 **INCONSISTENCIES.** In the event of any inconsistencies between the terms of this Security Instrument and the terms of the Credit Agreement or Note, including without limitation, provisions regarding collection and application of Property revenue, required insurance, tax impounds, and transfers of the Property, the terms of the Credit Agreement or Note, as applicable, shall prevail.
- 7.18 **MERGER.** No merger shall occur as a result of Lender’s acquiring any other estate in, or any other lien on, the Property unless Lender consents to a merger in writing and in accordance with the terms of the Credit Agreement.
- 7.19 **WAIVER OF MARSHALLING RIGHTS.** Mortgagor, for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a lien on or interest in the Property and Collateral, hereby waives all right to have the Property and Collateral and/or any other property, which is now or later may be security for any Secured Obligation marshalled upon any foreclosure of the lien of this Security Instrument or on a foreclosure of any other lien or security interest against any security for any of the Secured Obligations. Lender shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property and any or all of the Collateral or other property as a whole or in separate parcels, in any order that Lender may designate.
- 7.20 **SUBORDINATION OF PROPERTY MANAGER’S LIEN.** Any property management agreement for the Property entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Property shall be subject and subordinate to the lien of this Security Instrument and shall provide that Lender may terminate such agreement at any time after the occurrence of an Event of Default hereunder. Such property management agreement or a short form thereof, at Lender’s request, shall be recorded with the County

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Recorder of the county where the Property is located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with Lender, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to the lien of this Security Instrument.

- 7.21 **INTEGRATION; INTERPRETATION.** The Loan Documents contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Loan Documents shall not be modified except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Lender in writing. The Loan Documents grant further rights to Lender and contain further agreements and affirmative and negative covenants by Mortgagor which apply to this Security Instrument and to the Property and Collateral and such further rights and agreements are incorporated herein by this reference. Where Mortgagor and Borrower are not the same, "**Mortgagor**" means the owner of the Property in any provision dealing with the Property, "**Borrower**" means the obligor in any provision dealing with the Secured Obligations.

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EXHIBIT A - DESCRIPTION OF PROPERTY

Exhibit A to that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated as of May 12, 2023 (the "**Security Instrument**"), by JHGV LLC, an Illinois limited liability company ("**Mortgagor**"), for the benefit of THE NORTHERN TRUST COMPANY, an Illinois banking corporation (collectively with its successors or assigns, "**Mortgagee**" or "**Lender**").

All that certain real property located in the Counties of Kane, Cook and Winnebago, State of Illinois, described as follows:

Kane County (Parcels 1, 4, 6 and 9)

PARCEL 1

Parcel 1A: Lot 4 in Seigle's Subdivision being part of the Southwest quarter of Section 3, Township 41 North, Range 8 East of the Third Principal Meridian according to the plat thereof recorded February 27, 2014 as Document No. 2014K009498, and certificate of correction recorded as Document 2014K012179, in the City of Elgin, Kane County, Illinois.

Parcel 1B: Non-Exclusive Easement for the benefit of Parcel 1A for private access and reciprocal parking as created by the plat of Seigle's Subdivision aforesaid.

Parcel 1C: Nonexclusive easement for the benefit of Parcel 1A as created by the Signage Easement Agreement recorded August 12, 2015 as Document No. 2015K043686 (modified by an Assignment of Signage Easement Rights and Obligations recorded June 15, 2021 as Document No. 2021K045600) for ingress and egress over, under and across the land described as follows: That part of Lot 2, Seigle's Subdivision, being a subdivision of part of the southwest quarter of Section 3, Township 41 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Lot 1; thence South 89 degrees 54 minutes 32 seconds West, 70.0 feet to the Point of Beginning; thence continuing South 89 degrees 54 minutes 32 seconds West along said South line 25.0 feet; thence North 0 degrees 05 minutes 28 seconds West, 25.0 feet; thence North 89 degrees 54 minutes 32 seconds east 25.0 feet; thence South 0 degrees 05 minutes 28 seconds East 25.0 feet to the Point of Beginning. Subject to the terms, provisions and conditions set forth in said instrument.

Parcel 1D: Parcel 1D: Nonexclusive easement for the benefit of Parcel 1A as created by the Electric Utility Room Access Agreement, recorded August 17, 2017 as Document No. 2017K043184, for access to the Lot 3 Utility Room, as defined in said instrument, over and across a portion of the land described as follows: Lot 3, Seigle's Subdivision, being a subdivision of part of the southwest quarter of Section 3, Township 41 North, Range 8 East of the Third Principal Meridian, City of Elgin, Kane County, Illinois. Subject to the terms, provisions and conditions set forth in said instrument.

For informational purposes only:

Property Address: 1150 McLean Blvd, Elgin, IL 60123

Tax Key Number: 06-03-351-050

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PARCEL 4

Parcel 4: That part of Lot 1 in South Elgin Industrial Park, Unit No. 1 being a Subdivision in the Southwest Quarter of Section 26, Township 41 North, Range 8 East of the Third Principal Meridian, described as follows: beginning at the Southeasterly Corner of Said Unit 1 (for purposes of this legal description this corner on center line of Lafox Street); thence North 72 degrees 12 minutes 45 seconds West along the Southerly line and Southerly line extended of said Lot 1, 276.92 feet; thence North 17 degrees 47 minutes 15 seconds East, 145.0 feet; thence South 72 degrees 12 minutes 45 seconds East parallel with the Southerly line of Said Lot, 302.39 feet to the Easterly line of Said Unit 1 ; thence Southwesterly along said Easterly line, and center line of Lafox Street, being along a curve to the left having a radius of 999.39 feet, an arc distance of 147.40 feet to the place of beginning, in the Village of South Elgin, Kane County, Illinois. EXCEPTING THEREFROM that portion dedicated for road purposes on said Plat of South Elgin Industrial Park Unit No. 1.

For informational purposes only:

Property Address: 200 Sundown Road, South Elgin, IL 60177 Tax Key Number: 06-26-326-012

PARCEL 6

Parcel 6: That part of the Northwest 1/4 of Section 21, Township 41 North, Range 8 East of the Third Principal Meridian, described as follows: commencing at the intersection of the West Line of Edgewood Street, being the West Line of Walter G. McIntosh and company's Fox river acres, with the North Line of South Street, as established by deed recorded February 18, 1965 as document 1040511; thence South 88 degrees 17 minutes 45 seconds West along said North Line of South Street, 950.48 feet to a point in the Easterly line of Randall Road said point being the Point of Beginning; thence North 07 degrees 13 minutes 41 seconds East, for a distance of 301.394 feet along said Easterly line; thence North 82 degrees 50 minutes 22 seconds East, a distance of 175.67 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 124.00 feet; thence South 05 degrees 54 minutes 04 seconds West, for a distance of 167.39 feet; thence South 01 degrees 42 minutes 15 seconds West, for a distance of 90.00 feet to a point in said North Line of South Street; thence South 88 degrees 17 minutes 45 seconds West along said North Line, a distance of 204.56 feet to the point of beginning, in the City of Elgin, Kane County, Illinois. EXCEPTING THEREFROM that portion dedicated on the Plat of Dedication recorded February 18, 1994 as Document No. 94K016234.

For informational purposes only:

Property Address: 299 S Randall Rd, Elgin, IL 60123

Tax Key Number: 06-21-101-037

PARCEL 9

Parcel 9A: Lot 2 in the Burger King Addition to the City of St. Charles, a resubdivision of Lot 1 of Resubdivision #1 of the Resubdivision of Meijer #182 Subdivision located in Section 32, Township 40 North of Range 8 East of the Third Principal Meridian, according to the plat thereof

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recorded June 25, 2019 as Document No. 2019K023028, in the City of St. Charles, Kane County, Illinois.

Parcel 9B: A Non-Exclusive Easement for access for the benefit of Parcel 9A, as set forth in the instrument recorded April 20, 2000 as Document No. 200K028748 and as set forth in the Nonexclusive Driveway Access Agreement recorded February 2, 2001 as Document No. 2001K009875.

For informational purposes only:

Property Address: 959 S. Randall Road, Saint Charles, IL 60174

Tax Key Number: 09-32-476-013

Cook County (Parcels 2, 3, 5 and 8)

PARCEL 2

Parcel 2A: Lot 1 in 1st Resubdivision of Lot 1, being part of Lot 1 in Woodland Heights Subdivision Unit 10 in Sections 26 and 35, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2B: Non-exclusive easement for the benefit of Parcel 2A for ingress and egress, passage, and parking as granted and set forth in the Cross Easement Agreement made by and between American National Bank and Trust Company of Chicago Trust No. 59359 and Countryside Bank recorded May 16, 1986 as Document No. 86197000.

Parcel 2C: Non-exclusive easement for the benefit of Parcel 2A for right of access and parking as granted and set forth in the Easement Agreement for Parking recorded July 25, 2000 as Document No. 00558489, upon and across the land described as follows: That part of Lot 1 in Block 1 of Woodland Heights Subdivision Union 10, a portion of Sections 26 and 35, Township 41 North, Range 9 East of the Third Principal Meridian, according to a plat thereof recorded August 25, 1961 as Document No. 18257812, in Cook County, Illinois described as follows: Commencing at the Northwest corner of said Lot 1; thence South 10 degrees 06 minutes 22 seconds West along the West line of said Lot 1, 169.01 feet; thence South 72 degrees 42 minutes 52 seconds East, 51.58 feet to the Point of Beginning; thence continuing South 2 degrees 42 minutes 52 seconds East 119.17 feet; thence South 16 degrees 49 minutes 13 seconds West, 99.13 feet; thence North 73 degrees 29 minutes 36 seconds West, 12.97 feet; thence North 63 degrees 15 minutes 19 seconds West, 31.78 feet; thence North 73 degrees 20 minutes 38 seconds West, 30.90 feet; thence 63 degrees 03 minutes 37 seconds West, 27.24 feet; thence North 73 degrees 22 minutes 04 seconds West, 16.88 feet; thence North 16 degrees 38 minutes 00 seconds East, 90.05 feet to the Point of Beginning, all in Cook County, Illinois. Subject to the terms, provisions and conditions set forth in said instrument.

For informational purposes only:

Property Address: 111 East Irving Park Road, Streamwood, IL

Tax Key Number: 06-26-111-013-0000

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PARCEL 3

Parcel 3A: Lots A-6 and A-7 in Hanover Gardens, being a Subdivision of part of the Southeast 1/4 of Section 25, Township 41 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded July 19, 1962 as Document No. 18537907, and more particularly described as follows: beginning at the Southeast corner of Said Lot a-6; thence North 60 degrees 12 minutes 06 seconds West along the Southerly line of said Lots a-6 and a-7, a distance of 99.35 feet to a point of curvature; thence Northwesterly along the arc of a curve being Concave to the Southwest, Having a Radius of 3878.00 Feet, Having a Chord Bearing of North 60 degrees 48 minutes 09 seconds West, for a distance of 81.33 feet to the Southwest corner of Said Lot a-7; thence North 00 degrees 00 minutes 00 seconds West along the West Line of Said Lot a-7, a distance of 279.75 feet to the Northwest corner of Said Lot a-7; thence South 60 degrees 12 minutes 06 seconds East along the Northerly line of said Lots a-7 and a-6, a distance of 319.70 feet to the Northeast corner of Said Lot a-6; thence South 29 degrees 47 minutes 54 seconds West along the Easterly line of Said Lot a-6, a distance of 241.91 feet to the place of beginning (except that part described as follows: that part of Lot a-7 in Hanover Gardens, being a Subdivision of part of the Southeast 1/4 of Section 25, Township 41 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded July 19, 1962 as Document No. 18537907, lying East of and adjacent to the East Line of Lot fourteen in Westview Center 1, being a Resubdivision in the Southeast 1/4 of said Section twenty-five, according to the Plat thereof recorded July 21, 1993 as Document No. 93567694, bounded and described as follows: commencing at the Southeast Corner of Said Lot 14; thence North 00 degrees 04 minutes 24 seconds West (North 00 degrees 09 minutes 02 seconds West Record) being an Assumed Bearing on the East Line of said Lot fourteen, a distance of 65.24 feet to the point of beginning; thence continuing North 00 degrees 04 minutes 24 seconds West, on the East Line of Said Lot 14, a distance of 194.48 feet to the Northeast corner of Said Lot 14; thence South 46 degrees 29 minutes 52 seconds East, a distance of 20.15 feet to a point of curve; thence Southeasterly, 64.46 feet on the arc of a curve, concave to the Southwest, having a radius of 66.64 feet with a chord bearing of South 18 degrees 47 minutes 20 seconds East, and a chord distance of 61.97 feet; thence South 08 degrees 55 minutes 12 seconds West, a distance of 110.79 feet to a point of curve; thence Southwesterly, 23.57 feet on the arc of a curve, concave to the Northwest, having a radius of 15.0 feet with a chord bearing of South 53 degrees 55 minutes 12 seconds West and a chord distance of 21.22 feet to the point of beginning), all in Cook County, Illinois.

Parcel 3B: Non-exclusive easement for Ingress and egress for the benefit of Parcel 3A created by release of covenants and restrictions grant of easement dated November 1, 1988 and recorded March 27, 1989 as document 89130387, over and across roadways existing from time to time in shopping center as described in said instrument.

Parcel 3C: Nonexclusive easement for the benefit of Parcel 3A, as created by the Easement Amendment recorded June 24, 1976 as Document No. 23533993, over, upon, through, under and across the Easement Parcels described therein, being a part of Lot A-1 of Hanover Gardens. Subject to the terms, provisions and conditions set forth in said instrument.

Parcel 3D: Nonexclusive easement for the benefit of Parcel 3A, as created by the Sign Easement recorded December 1, 1989 as Document No. 89574375, over and across that part of Lot A-1 in Hanover Gardens, being a subdivision of part of the Southeast Quarter of Section 25, Township

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41 North, Range 9 East of the Third Principal Meridian according to the plat thereof recorded July 19, 1962, as Document No. 18537907, described as follows: Commencing at the Northeast corner of Lot A-6 in said Hanover Gardens; thence North 60 degrees 12 minutes 06 seconds West along the Northerly line of said Lot A-6 a distance of 61.00 feet for a Place of Beginning; thence North 60 degrees 12 minutes 06 seconds West along said Northerly line of Lot A-6 a distance of 5.00 feet; thence Northerly along the arc of a curve, being concave to the West, having a radius of 4.00 feet, having a chord bearing of North 9 degrees 25 minutes 01 seconds East a distance of 2.85 feet for a Point of Tangency; thence North 10 degrees 57 minutes 53 seconds West 29.11 feet for a Point of Curvature; thence Northerly along the arc of a curve, being concave to the East, having a radius of 41.00 feet, having a chord bearing of North 3 degrees 59 minutes 25 seconds East, a distance of 21.40 feet; thence North 0 degrees 01 minutes 36 seconds East 32.63 feet for a Point of Curvature, thence Southeast, having a radius of 3.00 feet, having a chord distance of 4.71 feet for a Point of Compound Curvature; thence Southeast, having a radius of 3.00 feet, having a chord bearing of North 45 degrees 01 minutes 36 seconds East, a distance of 4.71 feet for a Point of Compound Curvature, thence Southeasterly along the arc of a curve, being concave to the Southwest, having a radius of 14.00 feet, having a chord bearing of South 22 degrees 49 minutes 26 seconds East, a distance of 32.92 feet for a point of Reverse Curvature; thence Southerly along the arc of a curve, being concave to the East, having a radius of 36.00 feet, having a chord bearing of South 16 degrees, 40 minutes, 50 seconds West, a distance of 34.74 feet for a Point of Tangency; thence South 10 degrees 57 minutes 53 seconds East 29.11 feet for a Point of curvature; thence Southerly along the arc of a curve, being concave to the West, having a radius of 9.00 feet, having a chord bearing of South 9 degrees 25 minutes 01 seconds West, a distance of 6.40 feet to the Place of Beginning; all in Cook County, Illinois. Subject to the terms, provisions and conditions set forth in said instrument.

For informational purposes only:

Property Address: 1660 W Irving Park Rd, Hanover Park, IL
Tax Key Number: 06-25-401-011-0000 and 06-25-401-065-0000

PARCEL 5

Parcel 5: Lot 1 in Burger King Subdivision, being that part of the Northwest fractional Quarter of Section 7, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat of subdivision recorded March 11, 2015 as Document 1507029002, in Cook County, Illinois.

For informational purposes only:

Property Address: 2599 West Higgins Road, Hoffman Estates, IL 60169 Tax Key Number: 07-07-100-038-0000

PARCEL 8

Parcel 8A: That part of the East 1/2 of the Southeast 1/4 of Section 30, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the North line of West Fullerton Avenue (Being 50 feet North of the South line of said Southeast 1/4) with the West line of North Narragansett Avenue (being 33 feet West of the East line of said Southeast 1/4); thence West 170.00 feet along said North line; thence North 0 Degrees 49 Minutes

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53 Seconds West 150.00 feet parallel with said West line; thence East 170.00 feet parallel with said North line; thence South 0 Degrees 49 Minutes, 53 Seconds East 150.0 feet along said West line to the point of beginning, all in Cook County, Illinois.

Parcel 8B: Non-Exclusive Easements for the benefit of Parcel 8A, as set forth and defined in the Declaration of Easements recorded as Document No. 89088690, for ingress and egress, all in Cook County, Illinois.

For informational purposes only:

Property Address: 6400 W. Fullerton Ave., Chicago, IL 60707

Tax Key Number: 13-30-410-014-0000

Winnebago County (Parcel 7)

PARCEL 7

Parcel 7A: Lot 1, as designated upon the Plat of Re-Subdivision of Lot 2 of SCL Retail Subdivision, being a subdivision of Lot 2 of SCL Retail Subdivision, being part of the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 44 North, Range 2 East of the Third Principal Meridian, in Winnebago County, Illinois; the plat of which subdivision is recorded July 22, 2020 in Book 49 of Plats on Page 175A as Document No. 20201020085 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and the State of Illinois.

Parcel 7B: A Non-Exclusive Easement for Stormwater Drainage for the benefit of Parcel 7A, as contained in Covenant, Operation, Restrictions and Easement Agreement dated November 16, 2018 and recorded November 19, 2018 as Document No. 20181033669.

Parcel 7C: A Non-Exclusive Easement for Pedestrian and Vehicular Egress, for the benefit of Parcel 7A, as contained in Egress Easement Agreement dated June 3, 2020 and recorded June 9, 2020, as Document No. 20201014987.

Parcel 7D: Lot 2, as designated upon the Plat of Re-Subdivision of Lot 2 of SCL Retail Subdivision, being a subdivision of Lot 2 of SCL Retail Subdivision, being part of the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 44 North, Range 2 East of the Third Principal Meridian, in Winnebago County, Illinois; the plat of which subdivision is recorded July 22, 2020 in Book 49 of Plats on Page 175A as Document No. 20201020085 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and the State of Illinois.

Parcel 7E: A Non-Exclusive Easement for Stormwater Drainage for the benefit of Parcel 7D, as contained in Covenant, Operation, Restrictions and Easement Agreement dated November 16, 2018 and recorded November 19, 2018 as Document No. 20181033669.

Parcel 7F: A Non-Exclusive Easement for Pedestrian and Vehicular Egress, for the benefit of Parcel 7D, as contained in Egress Easement Agreement dated June 8, 2020 and recorded June 9, 2020, as Document No. 20201014987.

For informational purposes only:

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Property Address: 4010 Stadium Drive, Loves Park, IL

Tax Key Number: 12-02-226-016 (Parcel 7A) and 12-02-226-017 (Parcel 7D)

Property of Cook County Clerk's Office

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EXHIBIT B – PROPERTY ADDRESSES

Exhibit B to that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated as of May 12, 2023 (the “**Security Instrument**”), by JHGV LLC, an Illinois limited liability company (“**Mortgagor**”), for the benefit of THE NORTHERN TRUST COMPANY, an Illinois banking corporation (collectively with its successors or assigns, “**Mortgagee**” or “**Lender**”).

Kane County (Parcels 1, 4, 6 and 9)

1150 McLean Blvd, Elgin, Illinois 60123
200 Sundown Road, South Elgin, Illinois 60177
299 S Randall Rd, Elgin, Illinois 60123
959 S. Randall Road, Saint Charles, Illinois 60174

Cook County (Parcels 2, 3, 5 and 8)

111 East Irving Park Road, Streamwood, Illinois 60107
1660 W Irving Park Rd, Hanover Park, Illinois 60133
2599 West Higgins Road, Hoffman Estates, Illinois 60169
6400 W. Fullerton Ave., Chicago, Illinois 60707

Winnebago County (Parcel 7)

4010 Stadium Drive, Loves Park, Illinois 61111