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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 2409325042 Fee \$93.00
ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
DATE: 4/2/2024 1:10 PM
PAGE: 1 OF 9

The property identified as: **PIN:** 32-11-203-004-0000

Address:

Street: 19960 Stoney Island Avenue

Street line 2:

City: Lynwood

State: IL

ZIP Code: 60411

Lender: Northern Illinois Community Development Corporation

Borrower: GS Truck Center, Inc

Loan / Mortgage Amount: \$300,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

COOK COUNTY CLERK'S OFFICE
KAREN A. YARBROUGH
APR 2 2024

Certificate number: 3145C7F1-579C-4DDD-981A-307C53DC5DDC

Execution date: 1/13/2024

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JUNIOR MORTGAGE

This Junior Mortgage is executed this 13th day of January 2024, between GS Truck Center, Inc. ("Guarantor"), with an office at 19660 Stoney Island Ave., Lynwood, IL and NORTHERN ILLINOIS COMMUNITY DEVELOPMENT CORPORATION organized under the laws of the State of Illinois, with an office at 120 West State Street, Rockford, Illinois 61101 (hereinafter referred to as the Lender).

WITNESSETH:

WHEREAS, Guarantor has guaranteed indebted to the Lender for money borrowed by Ant Express, Inc, Lima Evolution, Inc, GSB Logistics, LLC, and GSB Equipment, Inc. (affiliates of Guarantor "Affiliates") as evidenced by a certain Commercial Installment Notes (hereinafter called the Note) the terms, covenants, and conditions of which are specifically incorporated herein by reference, duly executed and delivered by Affiliates, payable to the order of Lender at its office aforesaid, or at such other place as may be designated in writing by the holder of such Note, in the cumulative sum of Three Hundred Thousand Dollars (\$300,000.00) advanced by the Lender to the Affiliates and guaranteed by Guarantor, with interest thereon from the date hereof at the rate set forth therein, such principal and interest being payable at the times and in the manner as therein more particularly set forth.

WHEREAS, Guarantor has contemporaneous with the execution of the Note and Mortgage also executed and delivered to Lender a Loan Agreement and Guaranty of Payment (hereinafter, all documents including the Note and Mortgage are collectively referred to as Loan Documents).

NOW, THEREFORE, in consideration of the principal advances made by the Lender to the Affiliates of Guarantor and other valuable consideration, and for the purpose of securing the prompt repayment by Guarantor of such indebtedness and all other sums payable hereunder and under the Note and also for the purpose of securing the performance of and compliance with all of the terms, covenants, conditions, and warranties herein contained and contained in the Note and other Loan Documents, the Guarantor does hereby Mortgage unto the Lender, its successors and assigns all the property lying and being in the County of Cook State of Illinois as more fully described in Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all interest which Guarantor now has or may hereafter acquire in or to said property and in and to:

- (a) all easements and rights of way appurtenant thereto;
- (b) all buildings, structures, improvements, fixtures, appliances, equipment, and other articles of real or personal property of every kind and nature (other than consumable goods), whether or not physically attached or affixed to such property and now or hereafter installed or placed thereon, and used in connection with any future operation thereof (including, but not limited to, all apparatus and equipment used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, laundry, and garbage disposal; and fire prevention and extinguishing equipment, elevators, antennas, pool equipment, window coverings, floor coverings, ranges, oven, dishwashers, and water heaters), it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the property that is mortgaged hereby;
- (c) all water and water rights (whether or not appurtenant) and shares of stock pertaining to such water or water rights, ownership of which affects said property;
- (d) all shrubs, trees, crops, and plants;
- (e) all adjacent lands included in enclosure or occupied by buildings located partly on the above described property; and
- (f) all claims, demands, or causes of actions of every kind (including proceeds of settlements of any such claim, demand, or cause of action of any kind) which Guarantor now has or may hereafter acquire arising out of acquisition or ownership of the property, including any award of damages or compensation for injury to or in connection with any condemnation for public use of the property to any part thereof (whether or not eminent domain proceedings have been instituted); however, Lender shall have no duty to prosecute any such claim, demand, or cause of action;

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ALSO TOGETHER WITH all rents, issues, profits, royalties, earnings, and incomes therefrom and installments of money payable pursuant to any agreement for sale of such property or any part thereof.

(For the purpose of this instrument including all provisions incorporated by reference herein, all of the foregoing described property, property rights, and interest shall be referred to as the Property or the Premises). As used hereinafter, the terms Lease and Senior Mortgage shall mean the lease or leases and the mortgage or mortgages, respectively, referred to on Exhibit B, attached hereto, together with all amendments, modifications, and supplements thereof.

TO HAVE AND TO HOLD the same unto the Lender, its successors and assigns forever, subject as aforesaid.

AND Guarantor represents, warrants, and covenants that it is the lawful owner of the Property free from all encumbrances and liens, whatsoever, except those items as set forth herein.

TO PROTECT THE SECURITY OF THIS MORTGAGE, Guarantor AGREES AS FOLLOWS:

1. **Repair and Maintenance of Property.** Guarantor shall keep the Property in good condition and repair; not to substantially alter, remove, or demolish any buildings thereon; to restore promptly and in good workmanlike manner any buildings or other improvements which may be damaged or destroyed, including, without restricting the generality of the foregoing, damage from termites and earth movement, to pay when due all claims for labor performed and materials furnished in connection with the Property and not to permit any mechanics' lien against the Property; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer, or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, and prune; and to do all other acts that from the character or use of such property may be reasonably necessary to keep the Property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage; to perform and keep each of the covenants and agreements required to be kept and performed by Guarantor pursuant to the terms of the Lease and any and all other instruments creating Guarantor's interest in or defining Guarantor's rights in respect to the Property.

2. **Construction of Improvements.** If all or any part of the loan secured hereby is used for land development and improvement or building construction purposes, to comply in all respects with any agreement between Guarantor and Lender relating thereto.

3. **Insurance.** Guarantor shall provide and maintain in force, at all times, fire, casualty, private mortgage, and other types of insurance with respect to the Property or loan as may be required by Lender. Each policy of such insurance shall be in an amount, for a term, and in form and content by such companies, as may be satisfactory to Lender, with loss payable to Lender, and shall, if required by Lender, be delivered to and remain in possession of Lender as further security for the faithful performance of this Mortgage. Until advised to the contrary by the Lender, such insurance shall include insurance against loss or damage to the buildings and improvements on the Property by fire and any risks covered by insurance of the type now known as "fire and extended coverage," in an amount not less than the original amount of the Note plus all outstanding amounts on the Senior Mortgage or the full replacement cost of the buildings and improvements, whichever is greater.

Guarantor shall furnish Lender with written evidence showing payment of all premiums therefor. At least 30 days prior to the expiration of any insurance policy, a policy renewing or extending such expiring insurance shall be delivered to Lender with written evidence showing payment of the premium therefor, and in the event any such premium is not so delivered to Lender, if required, Guarantor by executing this Mortgage specifically requests Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Guarantor and without releasing Guarantor from any obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to it, and pay the premium therefor. Any sum paid by Lender, until so repaid by Guarantor, shall be secured hereby and bear interest from the date it was advanced or paid at the default rate of interest specified in the Note and shall be secured by this Mortgage. Lender shall not be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Lender pursuant hereto, and any information concerning the loan secured hereby.

Guarantor hereby assigns to Lender all unearned premiums on any such policy and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property conveyed at any sale held hereunder.

4. **Life, Health, and Accident Insurance.** If Guarantor shall maintain life, accident, or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premiums therein as to which Guarantor shall be in default, and any amount so paid shall be secured hereby.

5. **Casualty or Condemnation.**

(a) In the event of any casualty to the Property or any part thereof or should the Property or any part thereof or interest thereon be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Guarantor receive any notice or other information regarding such proceeding, Guarantor shall give prompt written notice thereof to the Lender.

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(b) In the event of any damage or destruction to all or any part of the improvements, Lender shall have the option, in its sole discretion, of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Lender may determine, or (ii) to the restoration of the improvements, or (iii) a payment to the Guarantor.

(c) In the event of such loss or damage, all proceeds of insurance shall be payable to Lender and Guarantor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Lender. Lender is hereby authorized and empowered by Guarantor to settle, adjust, or compromise any claims for loss, damage, or destruction under any policy or policies of insurance.

(d) Except to the extent that insurance proceeds are received by Lender and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Guarantor from repairing or maintaining the Property as provided herein or restoring all damage or destruction to the Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Lender of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

(e) In the event of a condemnation or other taking, Lender shall be entitled to all compensation, awards, and other payments or relief, up to the amount of its debt and accrued interest thereon, and shall be entitled at its option to commence, appear in, and prosecute in its own name any action or proceedings. Lender shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds awarded to Guarantor (the Proceeds) are hereby assigned to the Lender, and the Guarantor agrees to execute such further assignments of the Proceeds as Lender may require.

(f) In the event any portion of the Property is so taken or damaged, Lender shall have the option to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by Lender in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Lender may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Property upon such conditions as Lender may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(g) The Lender's rights pursuant to this paragraph 5 shall be subject to the rights of the holder of the Senior Mortgage, if any.

6. **Taxes, Liens, and Other Sums Due.** Guarantor shall pay, satisfy, and discharge: (a) all general and special taxes on the Property, and all assessments on water stock, affecting the Property, at least 10 days before delinquency, (b) all special assessments for public improvements on the Property, when due, without permitting any improvement bond to issue for any special assessment, (c) on demand of Lender, but in no event later than the date such amounts become due, (1) all encumbrances, charges, and liens (including without limitation, income tax liens or liens of a similar character, to be impressed or levied by the United States Government, or the State, municipality, or county, where the Property is located or an agency of any of them), with interest, on such Property, or any part thereof, which are, or appear to Lender to be, prior to or superior hereto, (2) all costs, fees, and expenses of this Mortgage whether or not described herein, (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law therefor at the time when such request is made, (4) Lender's fees, charges, and expenses for any other statement, information, or services furnished by Lender in connection with the obligations secured hereby (such services may include, but shall not be limited to, the processing by Lender of assumptions, substitutions, modifications, extensions, renewals, subordinations, rescissions, changes of owners, recordation of map, plat, or record of survey, grants of easements, and full and partial reconveyances, and the obtaining by Lender of any policies of insurance pursuant to any of the provisions contained in this Mortgage), (5) if the Property includes a leasehold estate, all payments and obligations required of the Guarantor or his successor in interest under the terms of the instrument or instruments creating such leasehold, (6) all payments and monetary obligations required of the owner of such Property under any easement pertaining to the Property or any modification thereof, and (7) any sums advanced or paid by Lender under any clause or provision of this Mortgage.

Should Guarantor fail to make any such payment, Lender, without contesting the validity or amount, may elect to make or advance such payment together with any costs, expenses, fees, or charges relating thereto, including employing counsel and paying his reasonable fees. Any such sum, until so repaid, shall be secured hereby and bear interest from the date it was advanced or paid at the default rate of interest specified in the Note and shall be secured by this Mortgage. Guarantor agrees to notify Lender immediately upon receipt by Guarantor of notice of an increase in the assessed value of the Property and agrees that Lender, in the name of Guarantor, may contest by appropriate proceedings such increase in assessment. Guarantor agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of the Property, the amount or basis of assessment of the Property, or the availability of any exemption to which Guarantor is or may be entitled.

7. **Claims, Demands and Actions.** Guarantor shall (a) defend any action or proceeding purporting to affect the Property or the condition and integrity of any improvements constructed thereon or purporting to affect the security hereof (whether or not it actually affects the security hereof), or purporting to affect the rights or powers of Lender, and (b) file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of the Property, and enforce against others each and every obligation to be performed by them under any easement pertaining to the Property.

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Lender is hereby authorized, without obligation so to do, to commence, appear in, or defend any action or proceeding, whether or not brought by or against Guarantor, and with or without action or suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding. Lender may appear or intervene in any action or proceeding, and retain counsel therein, and take such action therein, as may be advised, and may settle, compromise, or pay the same or any other claims and, in that behalf and for any of said purposes, may expend and advance such sums of money as either may deem necessary. If any action or proceeding be commenced (including an action in connection with the sale of the Property or to collect the debt secured hereby) to which action or proceeding the Lender is made a party, or which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid or incurred by the Lender (including reasonable counsel fees and all applicable statutory costs, allowances, and disbursements), shall be paid by Guarantor on demand, together with interest thereon at the default rate of interest specified in the Note, and any such sum and the interest thereon shall be a lien on the Property prior to any right, or title to, interest in, or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. Upon any default of Guarantor in complying with or performing any warranty or covenant herein, the Lender, at its option, may comply with or perform the same, and the cost thereof, together with interest thereon at the default rate of interest specified in the Note, shall be secured by this Mortgage and shall be paid by the Guarantor to the Lender. If Lender employs an attorney to collect any or all of the unpaid indebtedness hereof or to enforce any other provision hereof or in connection with the sale of the Property, Lender, in addition to all other costs and fees allowed according to law, shall be reimbursed by Guarantor immediately for all reasonable costs and attorneys' fees incurred by the Lender and the same shall be secured by this Mortgage.

8. **Hazardous or Toxic Materials.** The Guarantor shall ensure that the Property is maintained in compliance with, and shall not cause or permit the Property to be in violation of, any federal, state, or local laws, ordinances, or regulations relating to industrial hygiene or to the environmental conditions (Hazardous Materials Laws) on, under, about, or affecting the Property. Neither the Guarantor nor any of its tenants shall use, generate, manufacture, store, or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of *hazardous substances*, *hazardous wastes*, *hazardous materials*, or *toxic substances* under any applicable federal or state laws or regulations. The Guarantor shall advise the Lender in writing promptly upon notice of (i) any and all enforcement, cleanup, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any applicable Hazardous Materials Laws; (ii) all claims made or threatened by any third party against the Guarantor, the Lessee, or the Property relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Materials, and (iii) the Guarantor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability, or use of the Property under any Hazardous Materials Laws.

The Guarantor shall, at its expense, and after obtaining the written consent of the Lender, take all necessary remedial action(s) in response to the presence of any Hazardous Materials on, under, or about the Property.

9. **Leases.** Guarantor will not without the consent of Lender consent to the cancellation or surrender of, or accept prepayment of rents other than rent paid at the signing of, any lease now or hereinafter covering the Property or any part thereof, nor modify any such lease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported assignment, cancellation, surrender, prepayment, or modification made without the written consent of the Lender shall be void as against the Lender and with respect to this Mortgage.

The Guarantor covenants to keep, observe, and perform all of the covenants on its part to be kept, observed, and performed and to require the tenants to keep, observe, and perform all of the covenants on the part of said tenants to be kept, observed, and performed under any Leases; and in default thereof the Lender shall have the right to perform or to require performance of each Lease covenants, to add any expense incurred in connection therewith to the debt secured hereby, which such expense shall bear interest from the date of payment at the default rate of interest specified in the Note and shall be recoverable as part of the debt secured hereby and shall be immediately due and payable. Guarantor agrees to furnish to Lender a copy of any modification of any lease presently in effect and copies of all future leases affecting the Property, and failure to furnish to Lender a copy of any future lease affecting the Property shall be deemed a default under this Mortgage for which the Lender may, at its option, declare the entire unpaid balance of the note secured hereby, to be immediately due and payable.

In the event that tenant under the Lease shall elect to terminate the Lease, the proceeds of any termination payment shall be applied first to satisfy the indebtedness secured by each mortgage to which this Mortgage is subordinate, then this Mortgage shall be satisfied and any remaining balance shall be paid to the Guarantor.

10. **Prepayment Fee.** Should the Note provide any fee for prepayment of any of the indebtedness secured hereby, the amount of such fee shall be added to the principal indebtedness notwithstanding Guarantor's having defaulted fulfilling the terms of this Mortgage and Lender's having declared all sums hereby immediately due and payable.

11. **Successor Guarantors.** Should the indebtedness evidenced by the Note be assumed, Guarantor waives presentment, demand protest, and notice of nonpayment of said Note, and consents to delays, changes in time of payment, and the amount of installments due under said Note and to the reduction or increase of the interest rate thereof.

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12. **Waiver of Statute of Limitations.** Time is of the essence in all Guarantor's obligations hereunder, and to the fullest extent permitted by law, Guarantor waives all present or future statutes of limitation with respect to any debt, demand, or obligation secured hereunder in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

13. **Inspection and Business Records.** Lender at any time during the continuation of this Mortgage may enter and inspect the Property at any reasonable time, and if the Property is now or hereafter used for commercial or residential income purposes, Guarantor will promptly deliver to Lender such financial statements, gross income statements, and profit and loss statements of such types and at such intervals as may be required by Lender which will be certified and prepared according to the usual and acceptable accounting principles and practices, which statements shall cover the financial operations relating to the Property, and Guarantor further agrees when required by Lender to deliver promptly in writing such further additional information as required by Lender relating to any such financial statements. The provisions of this paragraph 13 shall be subject to the rights of the lessee under the Lease.

14. **Assignment of Rents.** Guarantor hereby assigns and transfers to Lender all rents, issues, and profits of the Property, and hereby gives to and confers upon the Lender the right, power, and authority to collect such rents, issues, and profits. Guarantor irrevocably appoints Lender its agent, at any time and from time to time, to demand, receive, and enforce payment, to give receipts, releases and satisfactions, and to sue in the name of Guarantor or Lender, for all rents, issues, and profits and apply the same to the indebtedness hereby secured; provided, however, the Guarantor shall have the right to collect such rents, issues, and profits (but not more than two (2) months in advance, prior to or at any time there is not an event of default under the Mortgage). The assignment of the rents, issues, and profits of the Property is intended to be an absolute assignment from the Guarantor to the Lender and not merely the passing of a security interest. The rents, issues, and profits are hereby assigned absolutely by Guarantor to Lender contingent only upon the occurrence of an event of default under the Mortgage.

15. **Right to Collect and Receive Rents and Profits.** Upon default by Guarantor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Lender may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, make, cancel, enforce, or modify lease, obtain and eject tenants, set or modify rents in its own name, sue for or otherwise collect the rents, income, issues, and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fee, upon any indebtedness secured hereby and in such order as Lender may determine, and except for such application, Lender shall not be liable to any person for the collection or non-collection of any rents, income, issues, or profits, nor with failure to assert or enforce any of the foregoing rights. The entering upon and taking possession of such property, the collection of such rents, income, issues, or profits, the doing of other acts herein authorized, and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions of this paragraph 15 and the preceding paragraph 14 shall be subject to the rights of the lessees under the Leases and to the rights granted, if any, pursuant to a prior agreement to the holder of any Senior Mortgage.

16. **Events of Default.** It shall be an Event of Default if Guarantor or any subsequent owner of the Property: (a) fails to make any payment of interest or principal on its due date and such failure to make such payment continues for 10 days; or (b) takes any action prohibited by this Mortgage or any of the other Loan Documents; or (c) fails to perform any obligation secured or required by this Mortgage or any of the other Loan Documents; or (d) files a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief; or (e) shall seek or consent to the appointment of any trustee, receiver, or liquidator of all or any part of the Property, or of any or all of the revenues, rents, issues, or profits thereof or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or (f) has entered against it an order, judgment, or decree approving a petition filed against it seeking any reorganization, or relief for debts, which shall remain in effect for 60 days; or (g) has entered against it a writ of execution or attachment or any similar process against all or any part of or interest in the Property, or any judgment involving monetary damages shall be entered against it which shall become a lien on the Property or any portion thereof or interest therein which remains in effect for 60 days after its entry or levy; or (h) fails to comply with the terms and conditions of the Lease or any Senior Mortgage; or (i) has discontinued its business for a period of more than thirty (30) days; or (j) has failed to comply with any other requirement in the Loan Agreement or any of the other Loan Documents.

17. **Remedied Upon Default.**

A. If an Event of Default shall occur, Lender may declare all indebtedness secured hereby to be immediately due and payable and the same shall thereupon become due and payable without any presentment, demand, protest, or notice of any kind. Thereafter Lender may:

(i) Either in person or by agent, with or without bringing any action or proceeding, enter upon and take possession of the Property, or any part thereof, in its own name, and do any acts which it deems necessary or desirable to preserve the value, marketability, or rentability of the Property, or any part thereof or interest therein, increase the income therefrom with or without taking possession of the Property, sue for or otherwise collect the rents, issues, and profits thereof, including those past due and unpaid. The entering upon and taking possession of the Property shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default and Lender shall be entitled to exercise every right provided for in this Mortgage or by law upon occurrence of any Event of Default, including the right to exercise any available power of sale;

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(ii) Commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Exercise any or all of the remedies available to a secured party under the applicable Uniform Commercial Code.

B. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof or enforce any other remedy of Lender under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Lender including but not limited to attorneys' fees. All expenditures and expenses as may be incurred in the protection of the Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, or the Note shall be immediately due and payable by Lender, with interest thereon at the default rate of interest specified in the Note and shall be secured by this Mortgage.

C. No remedy herein provided shall be exclusive of any other remedy herein, or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Lender or to which Lender may be otherwise entitled may be exercised from time to time and as often as may be deemed expedient, and Lender may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder. On any default of Guarantor, Lender may, at its option, offset against an indebtedness owing by it to Guarantor, the whole or any part of the indebtedness secured hereby, and the Lender is hereby authorized and empowered, at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby and of the Guarantor to the Lender, any and all sums of money which the Lender may have in its possession or under its control, including without limiting the generality of the foregoing, the indebtedness evidenced by an investment certificate or any escrow or trust funds. In order to assure the definiteness and certainty of the rights and obligations herein provided, Guarantor waives any and all rights of offset of claims and no offset shall relieve Guarantor from paying installments on the obligations secured hereby as they become due.

18. **Power of Lender to Reconvey or Consent.** Without affecting the liability of any person, including Guarantor, for the payment of any indebtedness secured hereby, including such indebtedness as may be due at the time of or after full reconveyance, or the lien of this Mortgage upon any remainder of the Property for the full amount of any indebtedness then or thereafter secured hereby, or the rights or powers of the Lender with respect to the remainder of the Property (other than any person or property specifically released by Lender), Lender from time to time, without liability therefor, and without notice to Guarantor, may do any one or more of the following: (1) release any indebtedness; (2) extend the time or otherwise alter the terms of payment of such indebtedness; (3) accept additional security; (4) substitute or release any property securing such indebtedness; (5) reconvey all or any part of the Property; (6) consent to the making of any map or plat thereof; (7) join in granting any easement thereon; or (8) join in any extension agreement or any agreement subordinating or otherwise affecting the lien or charge hereof. Any reconveyances by Lender shall be made without warranty. A request for full reconveyance and full reconveyance shall operate as a reassignment of the rents, income, issues, and profits assigned herein to Lender.

19. **Subordination.** This Mortgage is made subject and subordinate to the Lease and to the Senior Mortgage. Guarantor shall comply with all terms and conditions of the Lease and the Senior Mortgage. Any provision contained in this Mortgage which may not be permitted under the terms of the Senior Mortgage shall be void as against the Lender of the Senior Mortgage.

20. **Obligations of Lender.** The Guarantor shall pay when due all interest and principal due on the obligation underlying the Senior Mortgage.

21. **No Waiver or Modification Unless in Writing.** No modification or waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date, or by making any payment or performing any act on behalf of Lender that Lender was obligated hereunder but failed to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay.

22. **Creation of Security Interest.** Guarantor hereby grants to Lender a security interest in the personal property located on or at the Property, including without limitation any and all property of similar type or kind hereafter located on or at the Property for the purpose of securing all obligations of Guarantor contained in the Note, this Mortgage and the other Loan Documents.

23. **General Provisions.**

(a) This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

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(b) The term Lender shall mean the owner and holder, including a pledgee, of any note secured hereby, whether or not named as Lender herein.

(c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.

(d) Caption and paragraph headings used herein are for convenience only, are not a part of this Mortgage, and shall not be used in construing it.

24. **Receiver.** Upon the commencement of any action to enforce any remedy available hereunder, the Lender shall be entitled as a matter of right without notice, without bond, without regard to the solvency of the Guarantor, or waste of the Property, or adequacy of the security of the Property, to have a receiver appointed for the Property with such powers and rights as may be incident to the making of such appointment and the Guarantor does hereby irrevocably consent to such appointment.

25. **Governing Law.** This Mortgage shall be construed according to the laws of the State of Illinois.

26. **Waiver of Homestead.** Guarantor waives all right of homestead in the property.

IN WITNESS WHEREOF, this Mortgage has been duly executed on the date indicated above.

GUARANTOR
GS Truck Center, Inc.
By: _____
Its Secretary

CORPORATE GUARANTOR ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
WINNEBAGO COUNTY)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Stefan Antonijevic personally known to me to be the same persons whose names are as Secretary of GS Truck Center, Inc. appeared before me this day in person and acknowledged to me that they being thereunto duly authorized, signed and delivered such instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of January 2024.

Notary Public

Prepared by & Return to:
Northern Illinois Community Development Corporation
120 West State Street, Suite 306
Rockford, Illinois 61101
815-987-8675



UNOFFICIAL COPY

EXHIBIT A
Legal Description of
Legal Description

THE SOUTH 8 ACRES OF THE NORTH 16 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE EAST 50.00 FEET DEDICATED FOR HIGHWAY, (EXCEPT THE WEST 275.00 FEET TAKEN FOR CALUMET EXPRESSWAY), IN COOK COUNTY, ILLINOIS

P.I.N. 32-11-203-004-0000

Address: 19660 STONEY ISLAND AVENUE, LYNWOOD, IL 60411

Property of Cook County Clerk's Office