

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2412124189 Fee: \$107.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
Date 4/30/2024 10:20 AM Pg: 1 of 15

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 09-07-425-009-0000

Address:

Street: 733 MEADOW DRIVE

Street line 2:

City: DES PLAINES

State: IL

ZIP Code: 50016

Lender: Associated Bank, National Association

Borrower: THOMAS M. VRABLIK, AS TRUSTEE OF THE THOMAS M. VRABLIK TRUST, UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1995, AND KAREN I. VRABLIK, AS TRUSTEE OF THE KAREN I. VRABLIK TRUST, UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1995

Loan / Mortgage Amount: \$1,187,400.00

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.

Certificate number: 4260E60C-13B7-49A0-A67F-FF5510F538EA

Execution date: 12/12/2023

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RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Fox Swibel Levin & Carroll LLP
 200 W. Madison Street, Suite 3000
 Chicago, Illinois 60606
 Attn: Katherine A. Attebery, Esq.

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING STATEMENT (this "Mortgage") dated as of December 12, 2023, is granted by THOMAS M. VRABLIK, AS TRUSTEE OF THE THOMAS M. VRABLIK TRUST, UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1995, and KAREN I. VRABLIK, AS TRUSTEE OF THE KAREN I. VRABLIK TRUST, UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1995 (collectively, the "Mortgagor"), both with an address at 733 Meadow Drive, Des Plaines, Illinois 60016, to ASSOCIATED BANK, NATIONAL ASSOCIATION (the "Mortgagee"), having an office at 525 W. Monroe Street, Suite 2400, Chicago, Illinois 60661. The Mortgagee and any affiliate of Mortgagee party to a Hedging Agreement with the Mortgagor are referred to herein collectively as the "Secured Parties."

WITNESSETH:

WHEREAS, on and subject to the terms of that certain Credit Agreement dated as of December 12, 2022 between National Power, L.L.C., a Delaware limited liability company ("Borrower") and Mortgagee (as amended and modified from time to time, the "Credit Agreement"), Mortgagee agreed to make (i) Revolving Loans from time to time to Borrower and (ii) a Term Loan to Borrower, as provided in the Credit Agreement;

WHEREAS, as an inducement to Mortgagee to enter into Credit Agreement, Thomas Vrablik ("Thomas") agreed to guarantee payment and performance to Mortgagee of Borrower's obligations under the Credit Agreement, pursuant to the terms of the Limited Guaranty of Payment (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") dated as of December 12, 2022 from Thomas in favor of Mortgagee. Except as otherwise provided herein, all capitalized terms used but not defined herein shall have the respective meanings given to them in the Guaranty.

WHEREAS, the Mortgagor has agreed to grant to the Mortgagee the liens and security interests referred to herein to secure (i) the payment and performance by Thomas of all his obligations under and with respect to the Guaranty; (ii) all other payment and performance obligations of the Mortgagor under this Mortgage; (iv) any future advances made by any Secured Party in connection with the Mortgage Property (as defined below), whenever incurred; and (v)

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all of the Secured Parties' Costs and Expenses (as defined in Section 8(c) herein) (all of the aforesaid obligations of the Mortgagor to any of the Secured Parties, together with the other payment and performance obligations and liabilities described herein, being hereinafter referred to collectively as the "Obligations Secured"); and

WHEREAS, the Obligations Secured shall not exceed an aggregate amount, at any one time outstanding, equal to the lesser of (i) One Million One Hundred Eighty-Seven Thousand Four Hundred and 00/100 Dollars (\$1,187,400.00) plus all interest thereon (including, without limitation, all interest accruing during the pendency of any bankruptcy or insolvency proceeding with respect to the Borrower, regardless of whether such interest is an allowed claim in such proceeding), all Costs and Expenses and all other advances as provided in Section 8 below and (ii) the maximum amount of the Obligations Secured that the Mortgagor may incur without violating any fraudulent conveyance or fraudulent transfer law; provided that the foregoing limitation in clause (i) above shall apply only to the lien upon the real property created by this Mortgage, and it shall not in any manner limit, affect or impair any grant of a security interest or other right in favor of the Mortgagee under the provisions of the Guaranty or under any other mortgage, deed of trust, security agreement, pledge agreement or other document at any time executed by the Mortgagor or Thomas.

GRANT

NOW, THEREFORE, in consideration of the foregoing Recitals and to secure the complete and timely performance and payment of the Obligations Secured and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant to the Mortgagee, its successors and assigns, that certain real estate legally described in Exhibit A hereto (the "Land") in Cook County (the "County"), Illinois (the "State"); together with all right, title and interest, if any, that the Mortgagor may now have or hereafter acquire in and to all improvements, buildings and structures now or hereafter located thereon of every nature whatsoever and together with all air rights, water rights and powers, development rights or credits, zoning rights or other similar rights or interests that benefit or are appurtenant to the Land (all of the foregoing, together with the Land, is herein called the "Premises").

TOGETHER WITH all right, title and interest, if any, including any after acquired right, title and interest, and including any right of use or occupancy, that the Mortgagor may now have or hereafter acquire in and to any of the following related to the Land: (a) all easements, rights of way or gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, and public places, and any other interests in property constituting appurtenances to the Premises, or that hereafter shall in any way belong, relate or be appurtenant thereto, (b) all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter relating to the Real Property (defined hereinafter) (collectively the "Permits"), excluding from the grant under this granting clause (but not from the definition of "Permits" for the other purposes hereof) Permits that cannot be transferred or encumbered by the Mortgagor without causing a default thereunder or a termination thereof, (c) all hereditaments, gas, oil and minerals (with the right to extract, sever and remove such gas, oil and minerals), located in or on the Premises, (d) split or division rights with respect to the Land and easements, of every nature whatsoever and (e) all other rights and privileges thereunto belonging or appertaining and all

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extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in subparagraphs (a), (b), (c) and (d) above (hereinafter the "Property Rights").

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, that the Mortgagor may now possess or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, or used or intended to be used in connection with, or with the operation of, the Premises, including, but not limited to (a) all apparatus, machinery and equipment of the Mortgagor (to the extent that any of the foregoing constitute "fixtures" under applicable law) and (b) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (collectively, the items listed in the foregoing clauses (a) and (b) are referred to herein as the "Fixtures"). It is mutually agreed, intended and declared that the Premises and all of the Property Rights and Fixtures owned by the Mortgagor (referred to collectively herein as the "Real Property") will, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Mortgage to be real estate and covered by this Mortgage.

TOGETHER WITH all the estate, right, title and interest of the Mortgagor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Real Property, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Real Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sale or other disposition of the Real Property or any part thereof; (ii) all contract rights, general intangibles, actions and rights in action relating to the Real Property including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Property; (iii) all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Real Property; and (iv) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property (the rights and interests described in this paragraph being referred to collectively herein as the "Intangibles.")

The Mortgagor (i) hereby pledges and assigns to the Mortgagee from and after the date of the effectiveness hereof (including any period of redemption), primarily and on a parity with the Real Property, and not secondarily, all the rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security, as earnest money or as down payment for the purchase of all or any part of the Real Property) (collectively, the "Rents") under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property, and (ii) except to the extent such a transfer or assignment is not permitted by the terms thereof, hereby transfers and assigns to the Mortgagee all such leases, contracts and agreements (including all the Mortgagor's rights under any contract for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas and mineral leases relating to the Real Property) (collectively, the "Leases").

All of the property described above, and each item of property therein described, not limited to but including the Land, the Premises, the Property Rights, the Fixtures, the Real

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Property, the Intangibles, the Rents and the Leases, is herein referred to as the “Mortgaged Property.”

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee. Nothing contained in this Mortgage shall be construed as imposing on the Mortgagee any of the obligations of the lessor under any Lease of the Mortgaged Property in the absence of an explicit assumption thereof by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Mortgagor, except for any such liability arising on account of the Mortgagee’s gross negligence or willful misconduct.

TO HAVE AND TO HOLD the Mortgaged Property, and all other properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto the Mortgagee, its beneficiaries, successors and assigns, forever for the uses and purposes herein set forth. Except to the extent such a release or waiver is not permitted by applicable law, the Mortgagor hereby releases and waives all rights of redemption, if any, under and by virtue of any of the laws of the State, and the Mortgagor hereby covenants, represents and warrants that, at the time of the execution and delivery of these presents, the Mortgagor has good and marketable fee simple title to the Mortgaged Property, with lawful authority to grant, remise, release, alien, convey, mortgage and warrant the Mortgaged Property, and that the title to the Mortgaged Property is free and clear of all encumbrances, except those exceptions to title permitted in writing by Mortgagee (collectively, the “Permitted Encumbrances”), and that, except for the Permitted Encumbrances, the Mortgagor will forever defend the same against all claims in derogation of the foregoing.

SECURITY AGREEMENT AND FINANCING STATEMENT

It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be created and perfected under the Uniform Commercial Code in effect in the State (the “UCC”), this instrument shall constitute a security agreement, fixture filing and financing statement, and for that purpose, the following information is set forth:

(a) In addition to the foregoing grant of mortgage, the Mortgagor hereby grants a continuing security interest to the Mortgagee for the benefit of the Secured Parties in that portion of the Mortgaged Property with respect to which the creation and perfection of a lien is governed by the UCC.

(b) The “Debtor” is the Mortgagor, and the “Secured Party” is the Mortgagee for the benefit of itself and the other Secured Parties.

(c) The name and address of the Debtor are as set forth in the Preamble to this document.

(d) The name and address of the Secured Party are as set forth in the Preamble to this document.

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(e) The description of the types or items of property covered by this financing statement is: all of the Mortgaged Property described or referred to in which a security interest may be perfected pursuant to the UCC.

(f) The description of real estate to which collateral is attached or upon which it is located is described in Exhibit A.

(h) The Mortgagee may file this Mortgage, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified herein as part of the Mortgaged Property (if, and only if, this Mortgage is recorded). Any reproduction of this Mortgage or of any other security agreement or financing statement is sufficient as a financing statement.

The Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments the Mortgagee may reasonably require from time to time to perfect or renew the security interest granted above under the UCC.

FIXTURE FILING

To the extent permitted by law, (i) all of the Fixtures are or are to become fixtures on the Land and (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture-filing" within the meaning of Sections 9-604 and 9-502 of the UCC as in effect on the date hereof. The remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein, in the Guaranty, or by general law, or, as to that part of the security in which a security interest may be perfected under the UCC, by the specific statutory consequences now or hereafter enacted and specified in the UCC, all at the Mortgagee's sole election.

THE FOLLOWING PROVISIONS SHALL ALSO CONSTITUTE AN INTEGRAL PART OF THIS MORTGAGE:

1. Payment of Taxes on this Mortgage. Mortgagor agrees that, if the government of the United States or any department, agency or bureau thereof or if the State or any of its subdivisions having jurisdiction shall at any time require documentary stamps to be affixed to this Mortgage or shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of any Secured Party in the Premises or upon any Secured Party by reason of or as holder of any of the foregoing, then the Mortgagor shall pay for such documentary stamps in the required amount and deliver them to the Mortgagee or pay (or reimburse the Mortgagee for) such taxes, assessments or impositions. The Mortgagor agrees to provide to the Mortgagee, at any time upon request, official receipts showing payment of all taxes, assessments and charges that the Mortgagor is required or elects to pay under this paragraph. The Mortgagor agrees to indemnify each Secured Party against liability on account of such documentary stamps, taxes, assessments or impositions, whether such liability arises before or after payment of the Obligations Secured and regardless of whether this Mortgage shall have been released.

2. Leases Affecting the Real Property. All future lessees under any Lease made after the date of recording of this Mortgage shall, at the Mortgagee's option and without any

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further documentation, attorn to the Mortgagee as lessor if for any reason the Mortgagee becomes lessor thereunder, and, upon demand after an Event of Default has occurred and is continuing, pay rent to the Mortgagee, and the Mortgagee shall not be responsible under such Lease for matters arising prior to the Mortgagee becoming lessor thereunder; provided, however, the Mortgagee shall not become lessor or obligated as lessor under any such Leases unless or until it shall elect in writing to do so.

3. Use of the Real Property. The Mortgagor agrees that it shall not permit the public to use the Real Property in any manner that might tend, in the Mortgagee's reasonable judgment, to impair the Mortgagor's title to such property or any portion thereof, or to make possible any claim of easement by prescription or of implied dedication to public use. The Mortgagor further covenants that it shall not institute or acquiesce in any proceeding to change the zoning classification of the Real Property, nor shall the Mortgagor change the use of the Mortgaged Property without the consent of the Mortgagee, which consent shall not be unreasonably withheld.

The Mortgagor represents and warrants to the Mortgagee as of the date hereof and as to the present use of the Mortgaged Property, and covenants to the Mortgagee so long as this Mortgage shall be in effect, that (i) all permits and licenses required for the use and operation of the Mortgaged Property have been obtained and are and will continue to be in full force and effect, except those with respect to which a failure to obtain such permits or licenses could not reasonably be expected to materially and adversely affect the operation of the Mortgaged Property, (ii) all utility services necessary for the use and operation of the Mortgaged Property are and will continue to be in place, (iii) there is and will continue to be vehicular and pedestrian access to the Mortgaged Property from public thoroughfares appropriate to the use of the Mortgaged Property and (iv) except as disclosed to the Mortgagee in writing, the Mortgaged Property is free from loss or damage due to the effect of casualty or condemnation. The Mortgagor shall not permit any material legal or economic waste to occur with respect to the Mortgaged Property.

4. Insurance. The Mortgagor shall, at its sole expense, obtain for, deliver to, assign and maintain for the benefit of the Mortgagee (if, and only if, this Mortgage is recorded), until the Obligations Secured are paid in full, insurance policies relating to the Mortgaged Property.

5. Real Property Taxes. The Mortgagor covenants and agrees to pay before due all real property taxes, assessments, ground rent, if any, water and sewer rents, fees and charges, levies, permit, inspection and license fees and other dues, charges or impositions, including all charges and license fees for the use of vaults, chutes and similar areas adjoining the Land, maintenance and similar charges and charges for utility services, in each instance whether now or in the future, directly or indirectly, levied, assessed or imposed on the Premises or the Mortgagor and whether levied, assessed or imposed as excise, privilege or property taxes ("Property Taxes"); provided that the foregoing shall not require the Mortgagor to pay any such tax or charge so long as he shall contest the validity thereof in good faith by appropriate proceedings.

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6. Condemnation Awards. The Mortgagor hereby assigns to the Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Real Property for public use.

7. Remedies. Subject to the provisions of the Guaranty, upon the occurrence and during the continuance of an Event of Default, including, without limitation, a failure to perform or observe any of the covenants set forth in this Mortgage that is not cured within any applicable cure period, in addition to any rights and remedies provided for in the Guaranty or any Collateral Document, if and to the extent permitted by applicable law, the following provisions shall apply:

(a) Mortgagee's Power of Enforcement. Notwithstanding anything contained in this entire document, in the event this document is recorded and as a condition precedent to the following, upon an Event of Default, Mortgagee shall use reasonable good faith efforts to collect the Obligations Secured from Borrower and all other guarantors of Borrower's obligations under the Credit Agreement. It shall be lawful for the Mortgagee to (i) immediately sell the Mortgaged Property either in whole or in separate parcels, as prescribed by State law, and thereupon to make and execute to any purchaser thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage by judicial action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loans and other financial accommodations hereby secured are made) for the benefit of the Secured Parties, with power to collect the Rents, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of the Rents when collected, may pay costs incurred in the management and operation of the Real Property, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Real Property, and may pay all or any part of the Obligations Secured or other sums secured hereby in accordance with any deficiency decree entered in such foreclosure proceeding. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing the Mortgagee in possession of the Real Property with the same power granted to a receiver pursuant to this subparagraph and with all other rights and privileges of a mortgagee-in possession under applicable law.

(b) [Reserved].

8. Application of the Rents or Proceeds from Foreclosure or Sale. In any foreclosure of this Mortgage by judicial action, or to the extent permitted by applicable law, any sale of the Mortgaged Property by advertisement, in addition to any of the terms and provisions of the Credit Agreement and the Guaranty, there shall be allowed (and included in the decree for sale in the event of a foreclosure by judicial action) to be paid out of the Rents or the proceeds of such foreclosure proceeding and/or sale:

(a) Obligations Secured. All of the Obligations Secured and other sums secured hereby that then remain unpaid;

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(b) Other Advances. All other items advanced or paid by the Mortgagee pursuant to this Mortgage; and

(c) Costs and Expenses. All reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Mortgagee or any other Secured Party to the extent reimbursable under applicable law in connection with (i) the Mortgagor's execution, delivery and performance of this Mortgage, (ii) protecting, preserving or maintaining the Real Property, (iii) collecting the Obligations Secured and (iv) enforcing the rights of the Mortgagee hereunder in respect of the Real Property (collectively, "Costs and Expenses"). All Costs and Expenses shall become additional Obligations Secured when paid or incurred by the Mortgagee in connection with any proceeding, including but not limited to probate and bankruptcy proceedings, to which any Secured Party shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or if permitted by applicable law, any sale by advertisement. The proceeds of any sale shall be distributed and applied in such order and to such of the Obligations Secured as the Mortgagee may determine in its discretion. The Mortgagor shall remain liable for any deficiency to the extent provided in the documents that create the Secured Obligations of the Mortgagor.

9. Cumulative Remedies; Delay or Omission Not a Waiver. No remedy or right of the Mortgagee shall be exclusive of, but shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on the occurrence or existence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or acquiescence therein, nor shall it affect any subsequent Event of Default of the same or different nature. To the extent permitted by applicable law, every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by the Mortgagee.

10. Mortgagee's Remedies against Multiple Parcels. If more than one property, lot or parcel is covered by this Mortgage, and this Mortgage is foreclosed upon or judgment is entered upon any Obligations Secured, execution may be made upon any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement, may likewise be conducted separately or concurrently, in each case at the Mortgagee's election.

11. No Merger. In the event of a foreclosure of this Mortgage or any other mortgage or trust deed securing the Obligations Secured, the Obligations Secured then due the Mortgagee shall, at the Mortgagee's option, not be merged into any decree of foreclosure entered by the court, and the Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust that also secure said Obligations Secured.

12. Notices. All notices and other communications provided to any party hereto under this Mortgage shall be in writing and shall be given in the manner, within the time periods and to the addressees identified in the Guaranty.

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13. Extension of Payments. The Mortgagor agrees that, without affecting the liability of any person for payment of the Obligations Secured or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by the Mortgagee of its rights and privileges hereunder), the Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Obligations Secured, extend the time for, or agree to alter or amend the terms of, payment of such Obligations Secured. The Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Obligations Secured or the remainder of the security.

14. Governing Law. The Mortgagor agrees that this Mortgage is to be construed, governed and enforced in accordance with the laws of the State. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

15. Satisfaction of Mortgage. Upon full payment and performance of all the Obligations Secured, at the time and in the manner provided in the Guaranty or upon satisfaction of the conditions set forth in the Guaranty for release of the Mortgaged Property from this Mortgage, then upon demand therefor following such payment or satisfaction of the conditions set forth in the Guaranty for release of the Mortgaged Property, as the case may be, a satisfaction of mortgage or reconveyance of the Mortgaged Property shall promptly be provided by the Mortgagee to the Mortgagor.

16. Successors and Assigns Included in Parties; Third Party Beneficiaries. This Mortgage shall be binding upon the Mortgagor and upon the personal representatives, heirs, successors and assigns of the Mortgagor and shall inure to the benefit of the Secured Parties' respective successors and assigns; all references herein to the Mortgagor and to the Mortgagee shall be deemed to include their respective successors and assigns. The Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. The Secured Parties shall be third party beneficiaries of the Mortgagor's representations, warranties, covenants and agreements hereunder.

17. [Reserved].

18. Interpretation with Other Documents. Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between this Mortgage and the Guaranty, the provisions of the Guaranty will govern.

19. Future Advances; Revolving Credit. This Mortgage is given for the purpose of securing loan advances and other financial accommodations that any of the Secured Parties may make to or for the benefit of the Borrower or Mortgagor pursuant and subject to the terms and provisions of the Credit Agreement or any Hedging Agreement. The parties hereto intend that,

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in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances and other financial accommodations arising under the Loan Documents and any Hedging Agreement made after this Mortgage is delivered to the office in which mortgages are recorded in the County, whether made pursuant to an obligation of the Secured Parties or otherwise, and in such event, such advances shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance made at the time of execution hereof, although there may be no indebtedness outstanding at the time any advance is made and although such advances may from time to time be repaid to a zero balance and thereafter readvanced. Such loan advances or other financial accommodations may or may not be evidenced by guarantees or notes executed pursuant to the Loan Documents or any Hedging Agreement.

20. Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Guaranty shall not be in any way affected, prejudiced or disturbed thereby. In the event that the application of any of the covenants, agreements, terms or provisions of this Mortgage is held to be invalid, illegal or unenforceable, those covenants, agreements, terms and provisions shall not be in any way affected, prejudiced or disturbed when otherwise applied.

21. Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by the Mortgagor and the Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

22. CONSENT TO JURISDICTION; WAIVER OF IMMUNITIES. The Mortgagor hereby acknowledges and agrees that:

(a) It irrevocably submits to the jurisdiction of any state or federal court sitting in the State or in such location as may be specified in the Credit Agreement, in any action or proceeding arising out of or relating to this Mortgage, and the Mortgagor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any state or federal court sitting in the State or in such location as may be specified in the Credit Agreement. The Mortgagor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. The Mortgagor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Nothing in this Section shall affect the right of the Mortgagee to serve legal process in any other manner permitted by law or affect the right of the Mortgagee to bring any action or proceeding against the Mortgagor or its property in the courts of any other jurisdiction.

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23. Time of Essence. Time is of the essence with respect to the provisions of this Mortgage.

24. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Mortgage. In the event an ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Mortgage.

25. Mortgagee's Right to Appear. The Mortgagee shall have the right to appear in and defend any legal proceeding brought regarding the Mortgaged Property and to bring any legal proceeding, in the name and on behalf of the Mortgagor or in the Mortgagee's name, that the Mortgagee, in its sole discretion, determines should be brought to protect the Secured Parties' interest in the Mortgaged Property. Nothing herein is intended to prohibit the Mortgagor from bringing or defending any suit relating to the Mortgaged Property.

26. Savings Clause. Any provision of this Mortgage that is prohibited or unenforceable in any jurisdiction, will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

27. No Liability of Secured Parties. Notwithstanding anything contained in this Mortgage, this Mortgage is only intended as security for the Obligations Secured and the Secured Parties shall not be obligated to perform or discharge, and do not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor with respect to any of the Mortgaged Property. Unless and until a Secured Party takes actual possession of the Mortgaged Property, either through foreclosure, the taking of a deed in lieu thereof or otherwise, the Secured Parties shall not have responsibility for the control, care, management or repair of the Mortgaged Property nor shall such Secured Party be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any licensee, employee, tenant or stranger or other person. The Mortgagor shall indemnify and hold harmless the Secured Parties from and against any and all loss, cost and liability incurred by the Mortgagor in connection with any of the foregoing that are not the responsibility of the Secured Parties in accordance with this Section; provided, however, that the Mortgagor shall not be liable for such indemnification to any Secured Party to the extent that any such suit, action, proceeding, claim, damage, loss, liability or expense results from such Secured Party's gross negligence or willful misconduct.

28. Variable Interest Rate. The Obligations Secured include obligations that bear interest at rates that vary from time to time, as provided in the Credit Agreement.

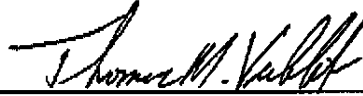
This document drafted by Katherine A. Attebery, Esq.

[Signature page to follow.]

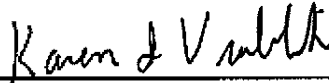
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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first above written.

MORTGAGOR:



**THOMAS M. VRABLIK, AS TRUSTEE OF THE
THOMAS M. VRABLIK TRUST, UNDER TRUST
AGREEMENT DATED NOVEMBER 17, 1995**



**KAREN I. VRABLIK, AS TRUSTEE OF THE
KAREN I. VRABLIK TRUST, UNDER TRUST
AGREEMENT DATED NOVEMBER 17, 1995**

UNOFFICIAL COPY

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **THOMAS M. VRABLIK, AS TRUSTEE OF THE THOMAS M. VRABLIK TRUST, UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1995**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of January, 2024.



[Signature]
Notary Public

My Commission Expires:

May 21, 2025

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **KAREN I. VRABLIK, AS TRUSTEE OF THE KAREN I. VRABLIK TRUST, UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1995**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of January, 2024.



[Signature]
Notary Public

My Commission Expires:

May 21, 2025

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LOT 47 IN MOEHLING FARMS SUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 5 IN CONRAD MOEHLING'S RESUBDIVISION OF PART OF THE WEST HALF OF FRACTIONAL SECTION 8 AND PART OF THE EAST HALF SECTION 7, ALL IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1997 AS DOCUMENT NO. 97474991 IN COOK COUNTY, ILLINOIS.

Common Address: 733 Meadow Drive, Des Plaines, Illinois 60016

PIN: 09-07-425-009