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CONSTRUCTION LOAN MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (NORTH CENTRAL AVENUE)

THIS CONSTRUCTION LOAN MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS ("Mortgage"), made as of April 4, 1989, is made and executed by BOULEVARD COMMONS LIMITED PARTNERSHIP II, an Illinois limited partnership ("BC II"), having an office at Carroll Properties, Inc., 5 North Michigan Avenue, Suite 505, Chicago, Illinois 60602, and AMERICAN NATIONAL BANK AND TRUST COMPANY, not personally, but solely as Trustee under the provisions of that certain Trust Agreement (the "Trust") dated the 9th day of November, 1988 and known as Trust No. 103463-02 ("American"), having an office at 33 North La Salle Street, Chicago, Illinois 60690 (BC II and American are hereinafter, individually or collectively, jointly and severally, sometimes referred to as "Grantor"), in favor of HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, having an office at 111 West Monroe Street, Chicago, Illinois 60690 ("Mortgagee").

RECITALS:

Mortgagee, Grantor and the City of Chicago, Department of Housing have executed a Building Loan Agreement of even date herewith (the "Loan Agreement"), subject to the terms and conditions of which Mortgagee shall provide financial accommodations to Grantor in an amount not to exceed \$706,500.00 (the "Loan"). In connection with the Loan Agreement, Grantor has executed and delivered to Mortgagee an Adjustable Rate Promissory Note of even date herewith in the original principal amount of \$706,500.00 ("Note"). The principal balance of the Note shall bear interest at the initial per annum rate of 10.5%, which rate thereafter shall be adjusted in the manner set forth in the Note. The Note matures March 1, 2018.

GRANTING CLAUSES

To secure the payment of the indebtedness evidenced by the Loan Agreement and the Note and the payment of all amounts due thereunder and the performance and observance of all covenants and conditions contained in this Mortgage, the Loan Agreement and the Note, any and all other mortgages, security agreements, assignments of leases and rents, guarantees, letters of credit and any other documents and instruments now or hereafter executed by Grantor or any party related thereto or affiliated therewith to evidence, secure or guarantee the payment of all or any portion of the indebtedness under the Loan Agreement and the Note and any and all renewals, extensions, amendments and replacements of this Mortgage, the Loan Agreement and the Note and any such other documents and instruments (the Loan Agreement, the Note, this Mortgage,

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EXHIBIT 100A

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EXHIBIT 100B

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such other mortgages, security agreements, assignments of leases and rents, guarantees, letters of credit and any other documents and instruments now or hereafter executed and delivered in connection therewith, and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "Loan Documents" and individually as a "Loan Document") [all indebtedness and liabilities secured hereby being hereinafter sometimes referred to as "Borrower's Liabilities" which indebtedness and liabilities being secured hereby shall, in no event, exceed the amount of \$1,400,000.00], BC II does hereby convey, warrant, mortgage, assign, transfer, pledge and deliver to Mortgagee, and American does hereby convey, mortgage, assign, transfer, pledge and deliver to Mortgagee, the following described property located in Cook County, Illinois subject to the terms and conditions herein:

A. The land located in Cook County, Illinois, legally described in attached Exhibit A and hereinafter referred to as the "Land".

B. All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land; and, to the extent not owned by tenants of the "Mortgaged Property" (as hereinafter defined), all machinery, appliances, equipment, furniture and all other personal property of every kind or nature located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Land, buildings, structures, improvements or fixtures now or hereafter located, or to be located on the Land, or in connection with any construction being conducted or which may be conducted thereon, and all extensions, additions, improvements, substitutions and replacements to any of the foregoing ("Improvements").

C. All building materials and goods which are procured or are to be procured for use on or in connection with the construction of the Improvements, the Improvements or the construction of additional Improvements, whether or not such materials and goods have been delivered to the Land ("Materials").

D. All plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports of examinations or analyses of the Land or the Improvements, contracts for services to be rendered to Grantor or otherwise in connection with the Improvements and all other property, contracts, reports, proposals and other materials now or hereafter existing in any way relating to the Land or the Improvements or the construction of additional Improvements.

E. All easements, tenements, right-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("Appurtenances").

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F. (i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;

(ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Land, Improvements, Appurtenances or Materials or any part thereof, (b) damage to all or any portion of the Land, Improvements or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Appurtenances, Materials or of other property, or (c) the alteration of the grade of any street or highway on or about the Land, Improvements, Appurtenances, Materials or any part thereof; and, except as otherwise provided herein, Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby;

(iii) All contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Land, Improvements, Appurtenances or Materials; and

(iv) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Appurtenances or Materials.

G. All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances (the "Rents"), it being intended that this Granting Clause shall constitute an absolute and present assignment of the Rents, subject, however, to the conditional permission given to Grantor in this Mortgage to collect and use the Rents as provided in this Mortgage.

H. Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements, Appurtenances or Materials, together with all security therefor and guarantees thereof and all monies payable thereunder, and all books and records owned by Grantor which contain evidence of payments made under the leases and all security given therefor (collectively, the "Leases"), subject, however, to the conditional permission given in this Mortgage to Grantor to collect the Rents arising under the Leases as provided in this Mortgage.

I. Any and all after-acquired right, title or interest of Grantor in and to any of the property described in the preceding Granting Clauses.

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J. The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses.

All of the mortgaged property described in the Granting Clauses, together with all real and personal, tangible and intangible property pledged in, or to which a security interest attaches pursuant to, any of the Loan Documents is sometimes referred to collectively as the "Mortgaged Property". The Rents and Leases are pledged on a parity with the Land and Improvements and not secondarily.

ARTICLE ONE COVENANTS OF GRANTOR

Grantor covenants and agrees with Mortgagee as follows:

1.01 Performance Under Notes, Mortgage and Other Instruments. Grantor shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all provisions hereof and of the Loan Agreement, the Note, every other Loan Document and every instrument evidencing or securing Borrower's Liabilities and will promptly pay or cause to be paid to Mortgagee when due the principal with interest thereon and all other sums required to be paid by Grantor pursuant to the Loan Agreement, the Note, this Mortgage, every other Loan Document and every other instrument evidencing or securing Borrower's Liabilities.

1.02 General Covenants and Representations. As of the date hereof and at all times thereafter during the term hereof: (a) American covenants and represents that it is seized of an indefeasible estate in fee simple in that portion of the Mortgaged Property which is real property, and has good and absolute title to it and the balance of the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever except those listed on attached Exhibit B (the "Permitted Encumbrances"); (b) BC II covenants and represents that it is a limited partnership duly organized and validly existing under the laws of the State of Illinois, and has good right, full power and lawful authority to mortgage and pledge the Mortgaged Property as provided herein; (c) Grantor covenants and represents that upon the occurrence of an Event of Default (as hereinafter defined), Mortgagee may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Mortgaged Property in accordance with the terms hereof; and (d) Grantor covenants and represents that it shall maintain and preserve the lien of this Mortgage as a lien on the Mortgaged Property subject only to the Permitted Encumbrances, until Borrower's Liabilities have been paid in full.

1.03 Compliance with Laws and Other Restrictions. Grantor covenants and represents that, except for those matters disclosed on Exhibit B as Permitted Encumbrances, the Land and the Improvements and the use thereof presently comply with, and will during the full term of this Mortgage continue to comply in all material respects with, all applicable

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restrictive covenants, zoning and subdivision ordinances and building codes, licenses, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations. Grantor shall not operate or maintain the Mortgaged Property in a manner that causes the Mortgaged Property to be in material violation of any such laws, ordinances, rules and regulations. If any federal, state or other governmental body or any court issues any notice or order to the effect that the Mortgaged Property or any part thereof is not in compliance with any such covenant, ordinance, code, law or regulation, Grantor will promptly provide Mortgagee with a copy of such notice or order and will immediately commence and diligently perform all such actions as are necessary to comply therewith or otherwise correct such non-compliance. Grantor shall not, without the prior written consent of Mortgagee, petition for or otherwise seek any change in the zoning ordinances or other public or private restrictions applicable to the Mortgaged Property on the date hereof.

1.04 Taxes and Other Charges.

1.04.1 Taxes and Assessments. Grantor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens and encumbrances of every kind and nature whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or Borrower's Liabilities or upon or against the interest of Mortgagee in the Mortgaged Property, as well as all taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or in respect of the Mortgaged Property or any part thereof; provided, however, that unless compliance with applicable laws requires that taxes, assessments or other charges must be paid as a condition to protesting or contesting the amount thereof, Grantor may in good faith, by appropriate proceedings commenced within thirty (30) days of the due date of such amounts and thereafter diligently pursued, contest the validity, applicability or amount of any asserted tax, assessment or other charge and pending such contest, Grantor shall not be deemed in default hereunder if on or before the due date of the asserted tax or assessment, Grantor shall either (i) establish adequate reserves to cover such contested taxes, assessments or charges or (ii) deposit with Mortgagee a bond or other security satisfactory to Mortgagee in an amount equal to the amount being so contested plus a reasonable estimate of the amount of any additional charges, penalties or expenses arising from or occurring as a result of such contest. If Grantor deposits such a bond or other security, Mortgagee shall return such bond or other security to Grantor after final adjudication of such tax, assessment or other charge and, if required, payment thereof by Grantor. Grantor shall pay, or Mortgagee shall apply such bond or other security to, the disputed or contested tax, assessment or other charge and all interest and penalties due in respect thereof promptly after the

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date any adjudication of the validity or amount thereof becomes final or such earlier time as is required to prevent material impairment of the value of the Mortgaged Property or Mortgagee's lien on the Mortgaged Property and in any event no less than thirty (30) days prior to any forfeiture or sale of the Mortgaged Property by reason of such non-payment.

1.04.2 Tax Escrow. Grantor shall, in order to secure the performance and discharge of Grantor's obligations under this Paragraph 1.04, but not in lieu of such obligations, deposit with Mortgagee an amount equal to one-twelfth (1/12) of the next maturing payment of annual ad valorem taxes, assessments and charges of the nature described in Paragraph 1.04.1 (as estimated by Mortgagee) for each month that has elapsed since the last date to which such taxes, assessments and charges were paid and thereafter deposit with Mortgagee in monthly installments equal to the greater of one-twelfth (1/12) of said next maturing annual payment or sufficient funds (as estimated from time to time by Mortgagee) to permit Mortgagee to pay such taxes, assessments and charges at least thirty (30) days prior to the date or dates on which they shall become delinquent. The taxes, assessments and charges for purposes of this Paragraph 1.04.2 shall, if Mortgagee so elects, include, without limitation, water and sewer rents. Grantor shall procure and deliver to Mortgagee when issued all statements or bills for such obligations. Upon demand by Mortgagee, Grantor shall deliver to Mortgagee such additional monies as are required to satisfy any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments and similar charges thirty (30) days prior to the date they become delinquent. Mortgagee shall pay such taxes assessments and other charges as they become due to the extent of the funds on deposit with Mortgagee from time to time and provided Grantor has delivered to Mortgagee the statements or bills therefor. In making any such payments, Mortgagee shall be entitled to rely on any bill issued in respect of any such taxes, assessments or charges without inquiry into the validity or amount thereof and whether delivered to Mortgagee by Grantor or otherwise obtained by Mortgagee. Any deposits received pursuant to this Paragraph 1.04.2 shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee and Mortgagee shall have no obligation to pay interest on amounts deposited with Mortgagee pursuant to this Paragraph 1.04.2. If any Event of Default occurs any part or all of the amounts then on deposit or thereafter deposited with Mortgagee under this Paragraph 1.04.2 may at Mortgagee's option be applied to payment of Borrower's Liabilities in such order as Mortgagee may determine.

1.04.3 No Credit Against the Indebtedness Secured Hereby. Grantor shall not claim, demand or be entitled to receive any credit against the principal or interest payable under the terms of the Note or on any of the Borrower's Liabilities for any of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof

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or that are applicable to Borrower's Liabilities or to Mortgagee's interest in the Mortgaged Property.

1.05 Mechanic's and Other Liens. Grantor shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien or encumbrance (other than any lien for taxes and assessments not yet due) to be created upon or against the Mortgaged Property, provided, however, that Grantor may in good faith, by appropriate proceedings, contest the validity, applicability or amount of any asserted lien and, pending such contest, Grantor shall not be deemed to be in default hereunder if Grantor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in an amount equal to the amount being so contested plus a reasonable estimate of the amount of any additional charges, penalties or expenses arising from or occurring as a result of such contest. If Grantor deposits such a bond or other security, Mortgagee shall return such bond or other security to Grantor after final adjudication of such asserted lien and, if required, payment thereof by Grantor. Grantor shall pay, or Mortgagee shall apply such bond or other security to, the disputed amount and all interest and penalties due in respect thereof promptly after the date any adjudication of the validity or amount thereof becomes final or such earlier time as is required to prevent material impairment of the value of the Mortgaged Property or Mortgagee's lien on the Mortgaged Property and in any event no less than thirty (30) days prior to any foreclosure sale of the Mortgaged Property or the exercise of any other remedy by such claimant against the Mortgaged Property.

1.06 Insurance and Condemnation.

1.06.1 Hazard Insurance. During the renovation of the Improvements, Grantor shall maintain the insurance required by the Loan Agreement. Upon completion of the Improvements, Grantor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of Mortgagee, until Borrower's Liabilities are paid in full, policies of hazard insurance in an amount which shall be not less than 100% of the full insurable replacement cost of the Mortgaged Property (other than the Land) insuring on a replacement cost basis the Mortgaged Property against loss or damage on an "All Risks" form, such insurable hazards, casualties and contingencies as Mortgagee may require, including without limitation, fire, windstorm, rainstorm, vandalism, earthquake and, if all or any part of the Mortgaged Property shall at any time be located within an area identified by the government of the United States or any agency thereof as having special flood hazards and for which flood insurance is available, floods. Grantor covenants and agrees to furnish Mortgagee on the anniversary date of the Loan Agreement and continuing thereafter on each successive anniversary date of the Loan Agreement until Borrower's Liabilities are paid in full, evidence acceptable to Mortgagee of the insurable value of the Mortgaged Property. Grantor shall pay promptly when due any premiums on such

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insurance policies and on any renewals thereof. The form of such policies and the companies issuing them shall be reasonably acceptable to Mortgagee. If any such policy shall contain a co-insurance clause, the policy or an endorsement thereto shall state the stipulated value of the insured property and the amount of insurance shall exceed the product of the co-insurance clause percentage times said stipulated value. All such policies and renewals thereof shall be held by Mortgagee and shall contain a non-contributory standard Mortgagee's endorsement making losses payable to Mortgagee. No additional parties shall appear in the mortgage clause without Mortgagee's prior written consent. In the event of loss, Grantor will give immediate written notice to Mortgagee and Mortgagee may make proof of loss if not made promptly by Grantor (for which purpose Grantor hereby irrevocably appoints Mortgagee as its attorney-in-fact). In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in full or partial satisfaction of Borrower's Liabilities, all right, title and interest of Grantor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee. All such policies shall provide that insurer shall not modify, cancel or terminate such policies without at least thirty (30) days' prior written notice to Mortgagee from the insurer. Grantor also hereby covenants and agrees that Grantor shall give Mortgagee thirty (30) days' written notice of Grantor's intent to modify, cancel or terminate such policies.

1.06.2 Other Insurance. Grantor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of, Mortgagee, until Borrower's Liabilities are paid in full (i) a general liability insurance policy in an amount acceptable to Mortgagee, (ii) a loss of rentals and/or business interruption insurance policy (in an amount equal to not less than one (1) year's gross rent or gross income for a fully leased or fully operational building) and (iii) such other insurance policies relating to the Mortgaged Property and the use and operation thereof, in such amounts as may be reasonably required by Mortgagee and with such companies and in such form as may be acceptable to Mortgagee. Such policies shall contain an endorsement, in form satisfactory to Mortgagee, naming Mortgagee as an additional insured thereunder.

1.06.3 Adjustment of Loss. Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise in a commercially reasonable manner any claim under any insurance policies covering or relating to the Mortgaged Property and to collect and receive the proceeds from any such policy or policies (and deposit such proceeds as provided in Paragraph 1.06.5). Grantor hereby irrevocably appoints Mortgagee as its attorney-in-fact for the purposes set forth in the preceding sentence. Each insurance company is hereby authorized and directed to make payment of 100% of all such losses directly to Mortgagee alone. After deducting from such insurance proceeds any

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expenses incurred by Mortgagee in the collection and settlement thereof, including without limitation attorneys' and adjusters' fees and charges, Mortgagee shall apply the net proceeds as provided in Paragraph 1.06.5. Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

1.06.4 Condemnation Awards. Mortgagee shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of (i) any damage or taking, pursuant to the power of eminent domain, of the Mortgaged Property or any part thereof, (ii) damage to the Mortgaged Property by reason of the taking, pursuant to the power of eminent domain, of other property or of a portion of the Mortgaged Property, or (iii) the alteration of the grade of any street or highway on or about the Mortgaged Property. Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute in its own or Grantor's name any action or proceeding relating to any such compensation, awards, damages, claims, rights of action and proceeds and to settle or compromise any claim in connection therewith. Grantor hereby irrevocably appoints Mortgagee as its attorney-in-fact for the purposes set forth in the preceding sentence. Mortgagee, after deducting from such compensation, awards, damages, claims, rights of action and proceeds all its expense, including attorneys' fees, shall apply such net proceeds in such manner and order as Mortgagee may determine. Grantor agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as Mortgagee may require.

1.06.5 Repair; Proceeds of Casualty Insurance and Eminent Domain. If all or any part of the Mortgaged Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Paragraph 1.06.4, the entire amount of the insurance proceeds, award or compensation from any such casualty, damage or taking shall be applied in such manner and order as Mortgagee may determine. Notwithstanding anything contained in this Paragraph to the contrary, however, if no Event of Default exists and Grantor so elects, Mortgagee shall permit Grantor to use the insurance proceeds, award or compensation, to be disbursed for such repair or restoration, to fully repair or restore the Mortgaged Property under such reasonable conditions as Mortgagee may impose and in a manner acceptable to Mortgagee. If the amount of proceeds to be made available to Grantor pursuant to this Paragraph 1.06.5 is less than the cost of the restoration or repair as estimated by Mortgagee at any time prior to completion thereof, Grantor shall cause to be deposited with Mortgagee the amount of such deficiency within thirty (30) days of Mortgagee's written request therefor (but in no event later than the commencement of the work) and Grantor's deposited funds shall be disbursed prior to any such insurance proceeds. If Grantor is required to deposit funds under this Paragraph 1.06.5, the deposit of such funds

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shall be a condition precedent to Mortgagee's obligation to disburse any insurance proceeds, award or compensation held by Mortgagee hereunder. The amount of insurance proceeds, award or compensation which is to be made available to Grantor, together with any deposits made by Grantor hereunder, shall be disbursed from time to time to pay the cost of repair or restoration either, at Mortgagee's option, to Grantor or directly to contractors' subcontractors, material suppliers and other persons entitled to payment in accordance with and subject to such conditions to disbursement as Mortgagee may impose to assure that the work is fully completed in a good and workmanlike manner and paid for and that no liens or claims arise by reason thereof. Mortgagee shall have the right at all times to apply such net proceeds to the cure of any Event of Default or the performance of any obligations of Grantor under the loan Documents.

1.06.6 Proceeds of Business Interruption and Rental Insurance.

The net proceeds of business interruption and rental insurance shall be applied in such manner and order as Mortgagee may determine.

1.06.7 Renewal of Policies. At least thirty (30) days prior to the expiration date of any policy evidencing insurance required under Paragraph 1.06, a renewal thereof, substitution therefor, or certificate of insurance evidencing the renewal thereof or substitution therefor satisfactory to Mortgagee shall be delivered to Mortgagee with receipts or other evidence of the payment of any premiums then due on such renewal policy or substitute policy.

1.07 Non-Impairment of Mortgagee's Rights. Nothing contained in this Mortgage shall be deemed to limit or otherwise affect any right or remedy of Mortgagee under any provisions of this Mortgage or of any statute or rule of law to pay and, upon Grantor's failure to pay the same (after the expiration of any applicable grace periods), Mortgagee may pay any amount required to be paid by Grantor under Paragraphs 1.04, 1.05 and 1.06. Grantor shall pay to Mortgagee on demand the amount so paid by Mortgagee together with interest at the rate (the "Default Rate") of 2.0% plus the rate of interest then in effect on the loan, and the amount so paid by Mortgagee shall be added to Borrower's Liabilities. The provisions of Paragraph 1.04.2 are solely for the added protection of Mortgage and entail no responsibility on Mortgagee's part beyond the allowing of due credit as specifically provided therein. Upon assignment of this Mortgage, any funds on hand shall be turned over to the assignee and, provided the assignee shall assume Mortgagee's responsibilities with respect to such funds, any responsibility of Mortgagee with respect to such funds shall terminate.

1.08 Care of the Mortgaged Property.

A. Grantor shall preserve and maintain the Mortgaged Property in good and first class condition and repair. Grantor shall not, without

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the prior written consent of Mortgagee, permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and shall not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

B. Except as otherwise provided in this Mortgage or in the Loan Agreement, no new improvements shall be constructed on the Mortgaged Property and no part of the Mortgaged Property shall be removed, demolished or altered in any material manner without the prior written consent of Mortgagee which approval shall not be unreasonably withheld.

1.09 Transfer or Encumbrance of the Mortgaged Property. Unless permitted by the Loan Agreement, Grantor shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease (other than leases made in accordance with the provisions of this Mortgage) or encumbrance of, or any contract for any of the foregoing on an installment basis or otherwise pertaining to, the Mortgaged Property, any part thereof, any interest therein, any interest in the beneficial interest in any trust holding title to the Mortgaged Property or any interest in a corporation, partnership or other entity which owns all or part of the Mortgaged Property or such beneficial interest, whether by operation of law or otherwise without the prior written consent of Mortgagee having been obtained (i) to the sale, assigned, conveyance, mortgage, lease, option, encumbrance or other transfer and (ii) to the form and substance of any instrument evidencing or contracting for any such sale, assignment, conveyance, mortgage, lease, option, encumbrance or other transfer. Unless permitted by the Loan Agreement, Grantor shall not, without the prior written consent of Mortgagee, further assign or permit to be assigned, the rents from the Mortgaged Property, and any such assignment without the prior express written consent of the Mortgagee shall be null and void. Grantor shall not permit any interest in any lease of the Mortgaged Premises to be subordinated to any encumbrance on the Mortgaged Property other than the Loan Documents and any such subordination shall be null and void. Grantor agrees that in the event the ownership of the Mortgaged Property, any interest therein or any part thereof becomes vested in a person other than Grantor, Mortgagee may, without notice to Grantor, deal in any way with such successor or successors in interest with reference to this Mortgage, the Note, the Loan Documents and Borrower's Liabilities without in any way vitiating or discharging Grantor's liability hereunder or Borrower's Liabilities. No sale of the Mortgaged Property, no forbearance to any person with respect to this Mortgage, and no extension to any person of the time for payment of the Note or any other Borrower's Liabilities given by Mortgagee shall operate to release, discharge, modify, change or affect the original liability of Grantor, either in whole or in part, except to the extent specifically agreed in writing by Mortgagee.

1.10 Further Assurances. At any time and from time to time, upon Mortgagee's request, Grantor shall make, execute and deliver, or cause

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to be made, executed and delivered, to Mortgagee, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, security agreements, financing statements, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate or perfect, or to continue and preserve the obligations under, the Note, this Mortgage, any other Loan Document and any instrument evidencing or securing Borrower's Liabilities, and the lien of this Mortgage as a lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Grantor, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Grantor to do so, Mortgagee may make, execute, record, register, file, re-record, re-register or refile any and all such mortgages, instruments, certificates and documents for and in the name of Grantor, and Grantor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Grantor to do so.

1.11 Security Agreement and Financing Statements.

A. Grantor (as debtor) hereby grants to Mortgagee (as creditor and secured party) a security interest under the Uniform Commercial Code as adopted in Illinois (the "Uniform Commercial Code") in all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever constituting part of the Mortgaged Property. Grantor shall execute any and all documents, including without limitation, financing statements pursuant to the Uniform Commercial Code, as Mortgagee may request to preserve, maintain and perfect the priority of the first lien and security interest created hereby on property which may be deemed personal property or fixtures, and shall pay to Mortgagee on demand any expenses incurred by Mortgagee in connection with the preparation, execution and filing of any such documents. Grantor hereby authorizes and empowers Mortgagee and irrevocably appoints Mortgagee the agent and attorney-in-fact of Grantor to execute and file, on Grantor's behalf, all financing statements and refilings and continuations thereof as Mortgagee deems necessary or advisable to create, preserve and protect such lien. When and if Grantor and Mortgagee shall respectively become the debtor and secured party in any Uniform Commercial Code financing statement affecting the Mortgaged Property (or Mortgagee takes possession of personal property delivered by Grantor where possession is the means of perfection of the security interest), then, at Mortgagee's sole election, this Mortgage shall be deemed a security agreement as defined in such Uniform Commercial Code, and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein or by general law, or, as to such part of the security which is also reflected in such financing statement, by the specific statutory consequences now or hereafter enacted and specified in the Uniform

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Commercial Code. In the event of any inconsistency or conflict between the terms of the Loan Agreement and the terms of this Paragraph 1.11 with respect to collateral covered by the Loan Agreement, the terms of the Loan Agreement shall control.

B. Without limiting the foregoing, if an Event of Default occurs which is not cured within any applicable grace or cure period, Mortgagee shall be entitled immediately to exercise all remedies available to it under the Uniform Commercial Code and this Paragraph 1.11. Grantor shall, in such event and if Mortgagee so requests, assemble the tangible personal property at Grantor's expense, at a convenient place designated by Mortgagee. Grantor shall pay all expenses incurred by Mortgagee in the collection of such indebtedness, including attorneys' fees and legal expenses, and in the repair of any real estate or other property to which any of the tangible personal property may be affixed. If any notification of intended disposition of any of the personal property is required by law, such notification shall be deemed reasonable and proper if given at least ten (10) days before such disposition. Any proceeds of the disposition of any of the personal property may be applied by Mortgagee to the payment of the expenses of retaking, holding, preparing for sale and selling the personal property, including attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Mortgagee toward the payment of such of Borrower's Liabilities, and in such order of application, as Mortgagee may from time to time elect. If an Event of Default occurs, Mortgagee shall have the right to exercise and shall automatically succeed to all rights of Grantor with respect to intangible personal property subject to the security interest granted herein to the extent permitted by law and the terms governing such intangible property rights. Any party to any contract subject to the security interest granted herein shall be entitled to rely on the rights of Mortgagee without the necessity of any further notice or action by Grantor. Grantor shall not by reason of this Mortgage or the exercise of any right granted hereby be obligated to perform any obligation of Grantor with respect to any portion of the personal property nor shall Mortgagee be responsible for any act committed by the Grantor, or any breach or failure to perform by the Grantor with respect to any portion of the personal property.

1.12 Assignment of Rents. The assignment of rents, income and other benefits contained in Paragraph G of the Granting Clauses of this Mortgage shall be an absolute assignment, fully operative without any further action on the part of either party, and, specifically, Mortgagee shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to all rents, income and other benefits from the Mortgaged Property, whether or not Mortgagee takes possession of such property. Grantor hereby further grants to Mortgagee the right effective upon the occurrence of an Event of Default to do any or all of the following, at Mortgagee's option, (i) to enter upon and take possession of the Mortgaged Property for the purpose of collecting the rents, income

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and other benefits, (ii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Mortgagee, (iii) to lease the Mortgaged Property or any part thereof, and (iv) to apply the rents, income and other benefits, after payment of all necessary charges and expenses, on account of Borrower's Liabilities. Such assignment and grant shall continue in effect until Borrower's Liabilities are paid in full, the execution of this Mortgage constituting and evidencing the irrevocable consent of Grantor to the entry upon and taking possession of the Mortgaged Property by Mortgagee pursuant to such grant, whether or not foreclosure proceedings have been instituted. Neither the exercise of any rights under this Paragraph by Mortgagee nor the application of any such rents, income or other benefits to payment of Borrower's Liabilities shall cure or waive any Event of Default or notice provided for hereunder, or invalidate any act done pursuant hereto or pursuant to any such notice, but shall be cumulative of all other rights and remedies. Notwithstanding the foregoing, so long as no Event of Default has occurred or is continuing, Grantor shall have the right and authority to continue to collect the rents, income and other benefits (if any) from said property as they become due and payable but not more than thirty (30) days prior to the due date thereof. The existence or exercise of such right of Grantor to collect said rents, income and other benefits shall not operate to subordinate this assignment to any subsequent assignment of said rents, income or other benefits, in whole or in part, by Grantor, and any such subsequent assignment by Grantor shall be subject to the rights of Mortgagee hereunder.

1.13 After-Acquired Property. To the extent permitted by, and subject to, applicable law, the lien of this Mortgage, including without limitation the security interest created under Paragraph 1.11, shall automatically attach, without further act, to all property hereafter acquired by Grantor located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof.

1.14 Leases Affecting Mortgaged Property.

A. Grantor shall comply with and perform in a complete and timely manner all of its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. Grantor shall give notice to Mortgagee of any default by Grantor as lessor under any lease affecting the Mortgaged Property promptly upon the occurrence of such default, but, in any event, in such time to afford Mortgagee an opportunity to cure any such default prior to the lessee having any right to terminate the lease. Each of the leases shall contain a provision requiring the lessee to notify Mortgagee of any default by lessor and granting an opportunity for a reasonable time after such notice to cure such default prior to any right accruing to the lessee to terminate such lease. Mortgagee shall have the right to notify at any time and from time to time any tenant of the Mortgaged Property of any provision of this Mortgage.

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B. The assignment contained in Paragraph H of the Granting Clauses shall not be deemed to impose upon Mortgagee any of the obligations or duties of Grantor provided in any lease, including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Property or any part thereof. Grantor hereby acknowledges and agrees that Grantor is and will remain liable under such leases to the same extent as though the assignment contained in Paragraph H of the Granting Clauses had not been made. Mortgagee disclaims any assumption of the obligations imposed upon Grantor under the leases except as to such obligations which arise after such time as Mortgagee shall have exercised the rights and privileges conferred upon it by the assignment contained in Paragraph H of the Granting Clauses and assumed full and indefeasible ownership of the collateral thereby assigned. With respect to the assignment contained in Paragraph H of the Granting Clause, Grantor shall, from time to time upon request of Mortgagee, specifically assign to Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by Mortgagee, all right, title and interest of Grantor in and to any and all leases now or hereafter of or affecting the Mortgaged Property or any part thereof together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Grantor to collect the rentals under such lease. Grantor shall also execute and deliver to Mortgagee any modification, financing statement or other document reasonably required by Mortgagee to perfect the foregoing assignment as to any such lease. The provisions of this Paragraph 1.14 shall be subject to the provisions of Paragraph H of the Granting Clauses.

1.15 Execution of Leases. Grantor shall be permitted from time to time to enter into leases for residential apartments comprising a part of the Improvements, provided that (i) the leases are for a term no greater or less than one (1) year, (ii) the leases are at rental values not less than previously approved by Mortgagee, and (iii) the Leases otherwise conformed with the applicable requirements of any of the Loan Documents. Except as otherwise permitted in the preceding sentence, Grantor shall not permit any leases at the Mortgaged Property to be made of the Mortgaged Property or existing leases to be renewed without the prior written consent of Mortgagee as to the form and substance of each lease and the identity of each lessee. Following any such written approval by Mortgagee, Grantor shall not modify the approved lease in any material respect without Mortgagee's prior written consent. Following the execution or renewal by Grantor of a lease in compliance with the foregoing provisions of Paragraph 1.15, Grantor shall not permit such lease to be modified, terminated, renewed or extended except pursuant to the terms thereof or with the prior written consent of Mortgagee.

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1.16 Expenses. Grantor shall pay when due and payable, and otherwise on demand made by Mortgagee, appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title insurance fees, escrow fees, attorneys' fees, environmental reports or studies, court costs, documentary and expert evidence, fees of inspecting architects and engineers, and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by Mortgagee in connection with any of the following:

a. The preparation, execution, delivery and performance of the Loan Documents;

b. The funding of the Loan;

c. Any court or administrative proceeding involving the Mortgaged Property or the Loan Documents to which Mortgagee is made a party by reason of its being a holder of any of the Loan Documents, including without limitation, bankruptcy, insolvency, reorganization, probate, eminent domain, condemnation, building code and zoning proceedings;

d. Any court or administrative proceeding or other action undertaken by Mortgagee to enforce any remedy or to collect any indebtedness due under this Mortgage or any of the other Loan Documents following a default thereunder, including without limitation a foreclosure of this Mortgage or a public or private sale under the Uniform Commercial Code;

e. Any remedy exercised by Mortgagee following an Event of Default including foreclosure of this Mortgage and actions in connection with taking possession of the Mortgaged Property or collecting rents assigned hereby;

f. Any activity in connection with any request by Grantor or anyone acting on behalf of Grantor that the Mortgagee consent to a proposed action which, pursuant to this Mortgage or any of the other Loan Documents may be undertaken or consummated only with the prior consent of Mortgagee, whether or not such consent is granted; or

g. Any negotiation undertaken between Mortgagee and Grantor or anyone acting on behalf of Grantor pertaining to the existence or cure of any default under or the modification or extension of any of the Loan Documents.

If Grantor fails to pay said costs and expenses as above provided, Mortgagee may elect, but shall not be obligated, to pay the costs and expenses described in this Paragraph 1.16, and if Mortgagee does so elect, then Grantor will, upon demand by Mortgagee, reimburse Mortgagee

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for all such expenses which have been or shall be paid or incurred by it. The amounts paid by Mortgagee in respect of such expenses, together with interest thereon at the Default Rate from the date paid by Mortgagee until paid by Grantor, shall be added to Borrower's Liabilities, shall be immediately due and payable and shall be secured by the lien of this Mortgage and the other Loan Documents. In the event of foreclosure hereof, Mortgagee shall be entitled to add to the indebtedness found to be due by the court an estimate of such expenses to be incurred after entry of the decree of foreclosure. To the extent permitted by law, Grantor agrees to hold harmless Mortgagee against and from, and reimburse it for, all claims, demand, liabilities, losses, damages, judgments, penalties, costs and expenses, including without limitation, attorneys' fees, which may be imposed upon, asserted against, or incurred or paid by it by reason of or in connection with any bodily injury or death or property damage occurring in or upon or about the Mortgaged Property through any cause whatsoever, or asserted against it on account of any act performed or omitted to be performed hereunder, or on account of any transaction arising out of or in any way connected with the Mortgaged Property, this Mortgage, the other Loan Documents, any of the indebtedness evidenced by the Note or any of Borrower's Liabilities.

1.17 Mortgagee's Performance of Grantor's Obligations. If Grantor fails to pay any tax, assessment, encumbrance or other imposition, or to furnish insurance hereunder, or to perform any other covenant, condition or term in this Mortgage, the Note or any other Loan Document, Mortgagee may, but shall not be obligated to, pay, obtain or perform the same. All payments made, whether such payments are regular or accelerated payments, and costs and expenses incurred or paid by Mortgagee in connection therewith shall be due and payable immediately. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate from the date paid by Mortgagee until reimbursed by Grantor, shall be added to Borrower's Liabilities and secured by the lien of this Mortgage and the Loan Documents. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any party thereof for the purpose of performing or observing any covenant, condition or term that Grantor has failed to perform or observe, without thereby becoming liable to Grantor or any person in possession holding under Grantor. Performance or payment by Mortgagee of any obligation of Grantor shall not relieve Grantor of said obligation or of the consequences of having failed to perform or pay the same and shall not effect the cure of any Event of Default.

1.18 Payment of Superior Liens. To the extent that Mortgagee, after the date hereof, pays any sum due under any provision of law or instrument or document creating any lien superior or equal in priority in whole or in part to the lien of this Mortgage, Mortgagee shall have and be entitled to a lien on the Mortgaged Property equal in parity with that discharged, and Mortgagee shall be subrogated to and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of

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such lien, which shall remain in existence and benefit Mortgagee to secure the Note and all obligations and liabilities secured hereby. Mortgagee shall be subrogated, notwithstanding their release of record, to mortgages, trust deeds, superior titles, vendors' liens, mechanics' and materialmen's liens, charges, encumbrances, rights and equities on the Mortgaged Property to the extent that any obligation under any thereof is paid or discharged with proceeds of disbursements or advances under the Note or other indebtedness secured hereby.

1.19 Use of the Mortgaged Property. Grantor shall not suffer or permit the Mortgaged Property, or any portion thereof, to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair Grantor's title to the Mortgaged Property or any portion thereof, or in such manner as might reasonably make possible a claim or claims of easement by prescription or adverse possession by the public, as such, or of implied dedication of the Mortgaged Property or any portion thereof. Grantor shall not use or permit the use of the Mortgaged Property or any portion thereof for any unlawful purposes.

1.20 Litigation Involving Mortgaged Property. Grantor shall promptly notify Mortgagee of any litigation, administrative procedure or proposed legislative action initiated against Grantor or the Mortgaged Property or in which the Mortgaged Property is directly or indirectly involved including any proceedings which seek to (i) enforce any lien against the Mortgaged Property, (ii) correct, change or prohibit any existing condition, feature or use of the Mortgaged Property, (iii) condemn or demolish the Mortgaged Property, (iv) take, by the power of eminent domain, any portion of the Mortgaged Property or any property which would change the Mortgaged Property, (v) modify the zoning applicable to the Mortgaged Property, or (vi) otherwise adversely affect the Mortgaged Property. Grantor shall initiate or appear in any legal action or other appropriate proceedings when necessary to protect the Mortgaged Property from damage. Grantor shall, upon written request of Mortgagee, represent and defend the interests of Mortgagee in any proceedings described in this Paragraph 1.20 or, at Mortgagee's election, pay the fees and expenses of any counsel retained by Mortgagee to represent the interest of Mortgagee in any such proceeding.

1.21 Management of Mortgaged Property. Grantor shall cause the Mortgaged Property to be managed at all times in accordance with sound business practice. If the Improvements are to be leased to multiple occupants, Grantor shall cause the Mortgaged Property to be managed by a competent and reputable managing agent acceptable to Mortgagee pursuant to a management agreement approved by Mortgagee in writing in advance of execution thereof by Grantor or anyone acting on behalf of either of them. Following such approval, Grantor shall not permit the management agreement to be terminated (except for good cause after notice to Mortgagee), modified, amended or extended, or permit a change in the identify of the management agent, without Mortgagee's prior written

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consent. Each management agreement shall be subject in all respects to the lien of this Mortgage and the rights of Mortgagee hereunder and each management agreement shall so provide. Grantor covenants and agrees to furnish Mortgagee within one hundred (100) days of each fiscal year end of BC II for so long as any of Borrower's Liabilities remain outstanding and unpaid, annual statements of the operation of the Mortgaged Property in form and substance acceptable to Mortgagee.

1.22 Hazardous Materials.

A. Grantor shall keep and maintain, and Grantor shall cause all employees, agent, contractors and subcontractors of Grantor and any other persons from time to time present on or occupying the Mortgaged Property to keep and maintain, the Mortgaged Property, including the soil and ground water thereof, in compliance with, and not cause or knowingly permit the Mortgaged Property, including the soil and ground water thereof, to be in violation of, any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions thereon. Neither Grantor nor any employees, agents, contractors or subcontractors of Grantor or any other persons occupying or present on the Mortgaged Property shall use, generate, manufacture, store or dispose of on, under or about the Mortgaged Property or transport to or from the Mortgaged Property any flammable explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials (collectively referred to hereinafter as "Hazardous Materials") under any federal or applicable state or local laws, ordinances or regulations dealing with or otherwise pertaining to toxic or hazardous substances, wastes or materials (collectively referred to as the "Hazardous Materials Laws"), except as such Hazardous Materials may be required to be used, stored or transported in connection with the permitted uses of the Mortgaged Property and then only to the extent permitted by law after obtaining all necessary permits and licenses therefor.

B. Grantor shall immediately advise Mortgagee in writing of: (i) any notices received by Grantor (whether such notices are from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of the violation or potential violation by Grantor of any applicable Hazardous Materials Laws; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any Hazardous Materials Laws; (iii) all claims made or threatened by any third party against Grantor or the Mortgaged Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as

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"Hazardous Materials Claims"); and (iv) Grantor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be subject to any Hazardous Materials Claims.

C. Mortgagee shall have the right, but not the obligation, to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its attorneys' and consultants' fees in connection therewith paid by Grantor upon demand.

D. Grantor shall be solely responsible for, and shall indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence (whether prior to or during the term of the loan secured by this Mortgage and whether by Grantor or a predecessor in title or any employee, agent, contractor or subcontractor of Grantor or any predecessor in title or any third person) of Hazardous Materials on, under or about the Mortgaged Property.

E. Any loss, damage, cost, expense or liability incurred by Mortgagee for which Grantor is responsible or for which Grantor has indemnified Mortgagee shall be paid to Mortgagee on demand, and failing prompt reimbursement shall, together with interest thereon at the Default Rate under the Note from the date incurred by Mortgagee until paid by Grantor, (i) be added to Borrower's Liabilities, (ii) be immediately due and payable, and (iii) be secured by the lien of this Mortgage and the other Loan Documents.

1.23 Construction Mortgage. This is a "construction mortgage," as said term is defined in section 9-313(1)(c) of the Illinois Uniform Commercial Code. Grantor further covenants and agrees that the Loan secured hereby is a construction loan. The proceeds of the Loan secured by this Mortgage will be disbursed to Grantor pursuant to the provisions of the Loan Agreement. All advances and indebtedness arising and accruing under the Loan Agreement and other Loan Documents from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured hereby to the same extent as though said Loan Agreement and other Loan Documents were fully incorporated in this Mortgage.

1.24 Regulation G. BC II represents and warrants and American represents that the proceeds of the Loan will not be used for the purchase or carrying of registered securities within the purview of Regulation G of the Federal Reserve Board or for the purpose of releasing or retiring any indebtedness which was originally incurred for any such purpose.

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ARTICLE TWO DEFAULTS

2.01 Event of Default. The term "Event of Default" wherever used in this Mortgage, shall mean any one or more of the following events:

a. If Grantor shall (i) fail to pay when due (A) any payment of principal when such payment shall become due and payable under the Note whether at maturity or otherwise; or (B) any payment of interest under the Note when due and payable and, in either case, such failure continues uncured for a period of fifteen (15) days following the due date of same; or (ii) fail to keep, perform or observe any other covenant, condition or agreement on the part of Grantor in this Mortgage, and such failure continues uncured for a period of thirty (30) days following receipt of any required notice of default, unless a longer period is reasonably required to cure such failure in which event no Event of Default shall be deemed to have occurred so long as Grantor continues to diligently pursue cure of such failure; or (iii) materially breach any representation, covenant or warranty made by Grantor herein.

b. If a "Default", "Event of Default", or default shall occur under and as defined in the Loan Agreement or any of the other Loan Documents, which is not cured within any applicable grace or cure period.

c. A material uninsured loss, damage, destruction or taking by eminent domain or other condemnation proceeding of any substantial portion of the Mortgaged Property or any part of the Mortgaged Property which materially impairs any of the intended uses of the Mortgaged Property.

d. The occurrence of a sale, assignment, conveyance, transfer, mortgage, lien or encumbrance of, or execution of a contract for any of the foregoing, in violation of Paragraph 1.09 hereof.

ARTICLE THREE REMEDIES

3.01 Acceleration of Maturity. If an Event of Default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon and any other of Borrower's Liabilities to be immediately due and payable, and upon such declaration such principal and interest and other Borrower's Liabilities declared due shall immediately become due and payable without further demand or notice.

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3.02 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred, Mortgagee may, either with or without entry or taking possession as provided in this Mortgage or otherwise, and without regard to whether or not Borrower's Liabilities shall have been accelerated, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced or arising thereafter, proceed by any appropriate action or proceeding: (a) to enforce payment of the Note and/or any other of Borrower's Liabilities or the performance of any term hereof or any of the other Loan Documents; (b) to foreclose this Mortgage and to have sold, as an entirety or in separate lots or parcels, the Mortgaged Property; and (c) to pursue any other remedy available to it. Mortgagee may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Mortgagee may determine. Without limitation of the foregoing, if an Event of Default shall have occurred, as an alternative to the rights of foreclosure for the full indebtedness evidenced by the Note and the interest accrued thereon and any other of Borrower's Liabilities, after acceleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of Borrower's Liabilities so in default, as if under a full foreclosure, and without declaring all of Borrower's Liabilities to be immediately due and payable (such proceedings being referred to herein as "partial foreclosure"), and provided that, if Mortgagee has not elected to accelerate all of Borrower's Liabilities and a foreclosure sale is made because of default in payment of only a part of Borrower's Liabilities, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of Borrower's Liabilities. Any sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unmatured portion of Borrower's Liabilities, but as to such unmatured portion, this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Mortgagee may elect, at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate Borrower's Liabilities by reason of any Event of Default upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. Mortgagee may proceed with one or more partial foreclosures without exhausting its right to proceed with a full or partial foreclosure sale for any unmatured portion of the Borrower's Liabilities, it being the purpose to permit, from time to time, a partial foreclosure sale for any matured portion of Borrower's Liabilities without exhausting the power to foreclose and to sell the Mortgaged Property pursuant to any partial foreclosure in respect of any other portion of Borrower's Liabilities, whether matured at the time or subsequently maturing, and without exhausting at any time the right of acceleration and the right to proceed with a full foreclosure.

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3.03 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

A. If an Event of Default shall have occurred, Grantor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Mortgaged Property and, if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, is hereby expressly authorized to enter and take possession of all or any portion of the Mortgaged Property and may exclude Grantor and its agents and employees wholly therefrom and shall have joint access with Grantor to the books, papers and accounts of Grantor.

B. If Grantor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Grantor to deliver immediate possession of all or part of the Mortgaged Property to Mortgagee, the entry of which judgment or decree Grantor hereby specifically consents. Grantor shall pay to Mortgagee, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

C. Upon every such entering upon or taking of possession, Mortgagee, to the extent permitted by law, may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

(i) perform such construction, make all necessary and proper maintenance, repairs, renewals, replacements, additions and improvements thereto and thereon, and purchase or otherwise acquire additional fixtures and personal property;

(ii) insure or keep the Mortgaged Property insured;

(iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Grantor, on its behalf or otherwise, with respect to the same;

(iv) enter into agreements with others to exercise the powers herein granted Mortgagee, all as Mortgagee from time to time may determine; and Mortgagee may collect and receive all the rents, income and other benefits of the Mortgaged Property, including those past due as well as those accruing thereafter; and shall apply the monies so received by Mortgagee, in such priority as Mortgagee may determine, to (1) the payment of interest, principal and other payments due and payable on the Note or pursuant to this Mortgage or to any other Borrower's Liabilities, (2) deposits for taxes and assessments, (3) the payment or creation of reserves for

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payment of insurance, taxes, assessments and other proper charges or liens or encumbrances upon the Mortgaged Property or any part thereof, and (4) the reasonable compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee; and

(v) exercise such remedies as are available to Mortgagee under the Loan Documents or at law or in equity.

Mortgagee shall surrender possession of the Mortgaged Property to Grantor only when all amounts then due under any of the terms of this Mortgage shall have been paid and all other defaults have been cured. However, the same right to take possession shall exist if any subsequent Event of Default shall occur.

3.04 Leases. Mortgagee is authorized to foreclose this Mortgage subject to the rights, if any, of any or all tenants of the Mortgaged Property, even if the rights of any such tenants are or would be subordinate to the lien of this Mortgage. The failure to make any subordinate tenant a party defendant to any foreclosure proceedings and to foreclose its rights will not be, nor be asserted by Grantor, any junior lien holder, any tenant or any other party claiming by, through or under Grantor to be, a defense to any such foreclosure proceeding or any other proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property. Each lease entered into by Grantor subsequent to the date hereof shall provide that, and any tenant under any such lease shall be subject to the following provisions whether or not such lease shall so provide, (i) Mortgagee, at its election, may execute and record an instrument which shall be deemed to cause such lease to be either prior or subordinate (whichever Mortgagee elects) to the lien of this Mortgage, (ii) upon any foreclosure hereof or the acceptance of a deed in lieu of foreclosure, the tenant under any such lease (other than a lease which is subordinate to the lien hereof and which is foreclosed in such foreclosure proceedings) shall attorn to the grantee in the deed or other purchaser at the sale and (iii) then tenant thereunder shall execute and deliver any confirmatory instruments which Mortgagee may request in connection therewith. A failure by any such tenant to comply with any of the foregoing provisions shall constitute a default under such lease. Mortgagee shall be made, constituted and irrevocably appointed as such tenant's attorney-in-fact in the event that such tenant shall fail to comply within ten (10) days after written demand from Mortgagee. The omission of any such provision from any such lease or the failure to record any such instrument shall not affect Mortgagee's rights under this Paragraph 3.04.

3.05 Purchase by Mortgagee. Upon any foreclosure sale, Mortgagee may bid for and purchase all or any portion of the Mortgaged Property and, upon compliance with the terms of the sale and applicable law, may

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hold, retain and possess and dispose of such property in its own absolute right without further accountability.

3.06 Application of Foreclosure Sale Proceeds. The proceeds of any foreclosure sale of the Mortgaged Property or any part thereof received by Mortgagee shall be applied by Mortgagee to the indebtedness secured hereby in such order and manner as Mortgagee may elect in a written notice to Grantor given on or before sixty (60) days following confirmation of the sale and in the absence of such election, then first to expenses of sale, then to expenses including attorneys' fees of the foreclosure proceeding, then to interest and then to principal.

3.07 Application of Indebtedness Toward Purchase Price. Upon any foreclosure sale, Mortgagee may apply any or all of the indebtedness and other sums due to Mortgagee under the Note, this Mortgage or any other Loan Instrument or any other Borrower's Liabilities, or any decree in lieu thereof, toward the purchase price.

3.08 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Grantor agrees, to the full extent permitted by law, that in case of an Event of Default, neither Grantor nor anyone claiming through or under it will set up claim or seek to take advantage of any appraisement, valuation, stay or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Grantor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. Grantor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law [Chapter 110, Section 15-1101 et seq., Illinois Revised Statutes, herein called the "Act"]), or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601(b) of the Act.

3.09 Receiver - Mortgagee in Possession. If an Event of Default shall have occurred, Mortgagee to the extent permitted by law and without regard to the value of the Mortgaged Property or the adequacy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right and without any additional showing or proof, at Mortgagee's election, to either the appointment by the court of a receiver (without the necessity of Mortgagee posting a bond) to

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enter upon and take possession of the Mortgaged Property and to collect all rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court into possession of the Mortgaged Property as mortgagee in possession with the same power herein granted to a receiver and with all other rights and privileges of a mortgagee in possession under law. The right to enter and take possession of and to manage and operate the Mortgaged Property, and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, income and other benefits actually received by Mortgagee, whether received pursuant to this Paragraph 3.09 or Paragraph 3.03. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Mortgagee.

3.10 Suits to Protect the Mortgaged Property. Mortgagee shall have the power and authority (but not the duty) to institute and maintain any suits and proceedings as Mortgagee may deem advisable (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or which violate the terms of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property, or (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

3.11 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Grantor, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amounts due and payable under the Note, this Mortgage and any other Loan Document, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable after such date.

3.12 Grantor to Pay Borrower's Liabilities in Event of Default; Application of Monies by Mortgagee.

(a) Upon occurrence of an Event of Default, Mortgagee shall be entitled to sue for and to recover judgment against Grantor for Borrower's Liabilities due and unpaid together with costs and expenses, including, without limitation, the compensation, expenses and disbursements of Mortgagee's agents, attorneys and other representatives, either before, after or during the pendency of any

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proceedings for the enforcement of this Mortgage; and the right of Mortgagee to recover such judgment shall not be affected by any taking possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of Borrower's Liabilities, Mortgagee shall be entitled to enforce all other rights and remedies under the Loan Documents.

(c) Grantor hereby agrees, to the extent permitted by law, that no recovery of any judgment by Mortgagee under any of the Loan Documents and no attachment or levy of execution upon any of the Mortgaged Property or any other property of Grantor, shall (except as otherwise provided by law) in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers, or remedies of Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before until Borrower's Liabilities are paid in full.

(d) Any monies collected or received by Mortgagee under this Paragraph 3.12 shall be applied to the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, and the balance remaining shall be applied to the payment of Borrower's Liabilities in the inverse order of maturity and any surplus, after payment of all Borrower's Liabilities, shall be paid to Grantor.

3.13 Delay or Omission. No delay or omission of Mortgagee in the exercise of any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

3.14 Waiver of Default. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies in respect thereof. If Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby, (b) takes other or additional security for the payment thereof, (c) waives or does not exercise any right granted in the Note, this Mortgage or any other Loan Document, (d) releases any part of the Mortgaged Property from the lien of this Mortgage or any other Loan Document, (e) consents to the filing of any map, plat or replat of the Land, (f) consents to the granting of any easement on the Land, or (g) makes or consents to any agreement

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changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the lien of this Mortgage or any other Loan Documents or the liability under the Note or other Loan Documents of Grantor, any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee. Except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, no such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default, nor shall the lien of this Mortgage be altered thereby, except, to the extent of any releases as described in clause (d), above, of this Paragraph 3.14.

3.15 Discontinuance of Proceedings; Position of Parties Restored. If Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Mortgagee, then and in every such case Grantor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceedings had occurred or had been taken.

3.16 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Mortgagee by the Note, this Mortgage or any other Loan Document or any instrument evidencing or securing Borrower's Liabilities is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other Loan Document or any instrument evidencing or securing Borrower's Liabilities, or now or hereafter existing at law, in equity or by statute.

3.17 Interest After Event of Default. If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note and all other Borrower's Liabilities shall, to the extent permitted by law, bear interest thereafter at the Default Rate until such Event of Default is cured.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

4.01 Heirs, Successors and Assigns Included in Parties. Whenever Grantor or Mortgagee is named or referred to herein, heirs and successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Mortgage shall bind the

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successors and assigns of Grantor, including any subsequent owner of all or any part of the Mortgaged Property and inure to the benefit of the successors and assigns of Mortgagee. This Section 4.01 shall not be construed to permit an assignment, transfer, conveyance, encumbrance or other disposition otherwise prohibited by this Mortgage.

4.02 Notices. All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Mortgage to Grantor or Mortgagee shall be directed to Grantor or Mortgagee as the case may be at the following addresses:

If to Mortgagee: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60690
Attention: Neighborhood Lending Program

If to Grantor: American National Bank and Trust Company
33 North La Salle Street
Chicago, Illinois 60690
Attention: Land Trust Department

- and -

Boulevard Commons Limited Partnership II
Carroll Properties, Inc.
6 North Michigan Avenue, Suite 505
Chicago, Illinois 60602

Any such notices, requests, reports, demands or other instruments shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, or (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested. Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.

4.03 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

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4.04 Invalid Provisions. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or in any other Loan Document shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Document (or the application of the covenant, agreement term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

4.05 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 release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Grantor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or superior to the rights of the holder of any intervening lien or encumbrance.

4.06 CONSENT TO JURISDICTION; WAIVER. THE UNDERSIGNED CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE AND BE EFFECTIVE IN THE MANNER SET FORTH IN SECTION 4.02 HEREOF. THE UNDERSIGNED WAIVES TRIAL BY JURY, ANY OBJECTION BASED UPON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER. NOTHING IN THIS PARAGRAPH SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST THE UNDERSIGNED OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

4.07 Governing Law. This Mortgage has been delivered and accepted at and shall be deemed to have been made at Chicago, Illinois and shall be interpreted, and the rights and obligations of the parties hereto determined, in accordance with the laws and decisions of the State of Illinois, shall be immediately binding upon the undersigned and its successors and assigns, and shall inure to the benefit of the successors and assigns of Mortgagee.

4.08 Required Notices. Grantor shall notify Mortgagee promptly of the occurrence of any of the following: (i) receipt of notice from any governmental authority relating to the violation of any rule, regulation, law or ordinance, the enforcement of which would materially and adversely affect the Mortgaged Property; (ii) material default of any tenant leasing all or any portion of the Mortgaged Property or receipt of any notice from any such lessee claiming that a default by landlord has occurred under the lease; or (iii) commencement of any judicial or administrative proceedings by or against or otherwise adversely affecting Grantor or the Mortgaged Property.

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4.09 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also future advances (whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise) made by Mortgagee pursuant to the Loan Agreement and as evidenced by the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed the amount of \$1,400,000.

4.10 Release. Upon full payment of Borrower's Liabilities, Mortgagee shall issue to Grantor an appropriate release deed in recordable form.

4.11 Attorneys' Fees. Whenever reference is made herein to the payment or reimbursement of attorneys' fees, such fees shall be deemed to include allocable compensation to staff counsel, if any, of Mortgagee in addition to the fees of any other attorneys engaged by Mortgagee.

4.12 Compliance with Illinois Mortgage Foreclosure Law.

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Grantor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

4.13 Junior Mortgages. Mortgagee hereby consents to Grantor's causing the Mortgaged Property to be encumbered by the certain mortgages referred to herein as the Junior Mortgages, more particularly described on Exhibit C attached hereto, on the following terms and conditions:

(a) The Grantor hereby covenants and agrees that:

(i) The Grantor shall not renew or extend the Junior Mortgages without in each instance the prior written

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consent of the Mortgagee, which consent shall not be unreasonably withheld;

(ii) The Grantor shall not change or modify, or agree to any change or modification of, the terms and conditions of the Junior Mortgages without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld; and

(iii) The Grantor shall, immediately after being notified in writing or otherwise of a default under any of the Junior Mortgages, notify the Mortgagee of same.

(b) Each Junior Mortgage shall contain the following term or terms having substantially the same effect:

(i) that said Junior Mortgage shall be expressly made subject and subordinate to the lien and provisions of this Mortgage, and any other Loan Documents given as security for the payment of Borrower's Liabilities, and to any and all advances, in whatever amounts and whenever made, with interest thereon, and to any expenses, charges and fees which may increase Borrower's Liabilities above the original principal amount thereof.

(ii) that the holder of the note secured by any such Junior Mortgage shall be obligated to give to Mortgagee written notice of any default under said Junior Mortgage not less than thirty (30) days prior to the commencement of any enforcement action with respect to said Junior Mortgage.

(iii) that the holder of the Junior Mortgage, its successors and assigns, or any other legal holder of said Junior Mortgage shall agree to assign and release to the Mortgagee, its successors and assigns or any other legal holder of this Mortgage;

(1) in the event the Mortgaged Property is not repaired or replaced following casualty or condemnation as provided herein, all of its right, title and interest or claim, if any, in and to the proceeds of all policies of insurance covering the property for application upon the indebtedness or other disposition thereof in accordance with the provisions of this Mortgage, but only to the extent of Borrower's Liabilities then outstanding; and

(2) all of its right, title and interest, all claims, if any, in and to all awards or other compensation made

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for any taking of any part of the Property to be applied upon the Indebtedness secured by this Mortgage or other disposition thereof in accordance with the provision of this Mortgage.

- (iv) that the holder of said Junior Mortgage agrees to execute, acknowledge and deliver to the Mortgagee such instrument of subordination as may be required in order to evidence the foregoing.

(c) In addition to the foregoing, any indebtedness secured by any Junior Mortgage in favor of the City of Chicago shall contain a provision to the effect that so long as Borrower's Liabilities shall remain unpaid, other than regularly scheduled payments of principal and/or interest with respect to the indebtedness secured by the Junior Mortgage, no interest, principal or principal and interest payments shall be paid to and accepted by the City of Chicago in connection with the indebtedness secured by said Junior Mortgage until Borrower's Liabilities have been fully repaid and satisfied.

4.14 Nonrecourse. The Mortgagee (and any other holder by its acceptance of the Note) shall look solely and only to the Mortgaged Property for the payment and performance and observance of Borrower's Liabilities, and any amount, obligation or provision to be paid, performed or observed under this Mortgage, and neither the Grantor, nor any general or limited partner of Grantor, nor any disclosed or undisclosed principal for whom the Grantor may be acting, nor any of their respective heirs, administrators, executors, personal representatives, employees, officers, directors, shareholders, successors and assigns, shall have any personal liability or other personal obligation or any liability for a deficiency for or with respect to any payment, performance or observance of any amount, obligation, liability or provisions to be paid, performed or observed under this Note and the Mortgagee (and any other holder by its acceptance of this Note) agrees not to seek or obtain a deficiency, money judgment or other judgment against the Grantor, any general or limited partner of Grantor or any disclosed or undisclosed principal for whom the Grantor may be acting or against any of their respective heirs, administrators, executors, personal representatives, employees, officers, directors, shareholders, successors or assigns. Nothing herein contained, however, shall be construed (i) to impair the security offered by this Mortgage, or the right and remedy of the Mortgagee to exercise any power of sale contained in the Mortgage, to foreclose the Mortgage, to recover possession of the Mortgaged Property or to impair any other right or remedy under this Mortgage or other Loan Documents, or (ii) to relieve or limit the obligation of Grantor to pay Mortgagee, upon receipt of a notice of an Event of Default and continuing thereafter until the Event(s) of Default specified in said notice have been cured to the satisfaction of Mortgagee, any and all sums received

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by Grantor in relation to the Mortgaged Property or the operations conducted thereon, including, without limitation, any and all condemnation awards or payments in lieu of condemnation, rents, security deposits, occupancy charges or fees, insurance proceeds and general real estate tax and special assessment refunds, it being agreed and understood that the Grantor shall be and remain personally liable for the payment to Mortgagee of all such sums.

4.15 Exculpation. This Construction Loan Mortgage, Security Agreement and Assignment of Leases and Rents is executed by American, not personally but as Trustee under Trust No. 103463-02 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and American hereby warrants that it possesses full power and authority to execute this Construction Loan Mortgage) and it is expressly understood and agreed that nothing contained herein or in the Note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of American personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by Mortgagee, the legal owners or holders of the Note and by every person now or hereafter claiming any right or security hereunder; and that so far as American is personally concerned, the legal holder of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Mortgaged Property hereby mortgaged for the payment thereof, by the enforcement of the lien created in the manner herein and in the Note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. It is further agreed by the parties hereto that whenever and wherever the provisions of this Construction Loan Mortgage contain any reference to the right of Mortgagee to be indemnified, saved harmless, or reimbursed by Grantor for any costs, claims, loss, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees arising in any way out of the execution of this instrument or the relationship of Mortgagee and Grantor under this instrument, then such obligation, if any, on the part of Grantor shall be construed to be only a right of reimbursement in favor of Mortgagee out of the trust estate held under Trust No. 103463-02, from time to time, so far as the same may reach; and in no case shall any claim of liability or right of reimbursement be asserted against American individually, all such personal liability, if any, being hereby expressly waived; and this agreement shall extend to and inure for the benefit of the parties hereto, their respective successors and assigns and all parties claiming by, through and under them. In the event of conflict between the terms of this Paragraph and of the remainder of this Construction Loan Mortgage, or any question of apparent or claimed liability or obligation resting upon American, the exculpatory provisions of this Paragraph shall be controlling.

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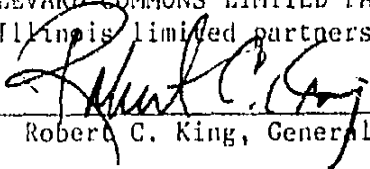
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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

GRANTOR:

BOULEVARD COMMONS LIMITED PARTNERSHIP II,
an Illinois limited partnership


By: 
Robert C. King, General Partner

By: CARROLL PROPERTIES, INC., an Illinois
corporation, General Partner

By: 
Robert C. King, President

AMERICAN NATIONAL BANK AND
TRUST COMPANY, ^{OF CHICAGO} not
personally but, as Trustee
as aforesaid

By: 
Its: _____

Attest: 
Asst Secy

THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING RETURN TO:
Gerald M. Offutt, P.C.
McDermott, Will & Emery
111 West Monroe Street
Chicago, Illinois 60603

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS .
COUNTY OF COOK)

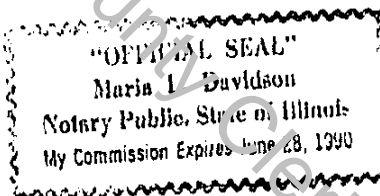
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert C. King, personally known to me to be a General Partner of BOULEVARD COMMONS LIMITED PARTNERSHIP II, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such General Partner, he signed and delivered the said instrument as General Partner of said limited partnership, as his free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of April, 1989.

Maria L. Davidson
Notary Public

My Commission Expires:

June 28, 1990



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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS .
COUNTY OF COOK)

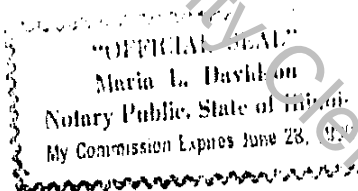
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert C. King, personally known to me to be the President of CARROLL PROPERTIES, INC., an Illinois corporation, which corporation is a General Partner of BOULEVARD COMMONS LIMITED PARTNERSHIP II, an Illinois limited partnership, and 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, as such President, he signed and delivered the said instrument as President of such corporation and on behalf of said limited partnership, as his free and voluntary act, and as the free and voluntary act and deed of said corporation and limited partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of April, 1989.

Maria L. Davidson
Notary Public

My Commission Expires:

June 28, 1990



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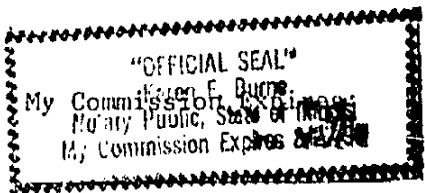
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS .
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD WHELAN and Claire Rosati Foley personally known to me to be the VICE PRESIDENT and ASSISTANT SECRETARY of AMERICAN NATIONAL BANK AND TRUST COMPANY, ^{CHICAGO} an Illinois banking corporation, not personally but solely as Trustee as aforesaid, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such officers, they signed and delivered the said instrument as said officers of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the use and purposes therein set forth.

Given under my hand and official seal, April 4 1989 day of April, 1989.

[Handwritten Signature]
Notary Public



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EXHIBIT A

Legal Description

Lot 6 and Lot 7 (except the South 2 feet thereof) in Block 1 in Craft's Addition to Austinville, being a subdivision of the West 36 1/4 acres of the South 43 3/4 acres of the West half of the Southwest quarter of Section 9, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Index No.: 16-09-314-004 Vol. 550

Street Address: 149-151 1/2 North Central Avenue
Chicago, Illinois

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EXHIBIT B

Permitted Encumbrances

- 1.: Taxes for 1988 and subsequent years, which are not yet due or payable.

PERMANENT REAL ESTATE INDEX NO. 16-09-314-004 Vol. 550

The 1st Instalment 1988 taxes is paid

- 2.: Covenants, conditions and restrictions established by Deed:

Recorded: September 20, 1988

Document #: 88439185

Relate to: The property shall be used solely for the purposes of low and moderate income housing for a period of not less than 15 years from the date of the deed; the Grantee shall rehabilitate, redevelop or improve the Property in accordance with the plans and specifications set forth in the application to the Department of Housing of the City of Chicago. time of completion of project; Grantee shall not sell, convey, or assign the Property or any part thereof or any interest therein without the prior written approval of the Grantor; payment of taxes and assessments; Grantee shall not discriminate upon the basis of race, color, religion, sex or national origin in the redevelopment, rehabilitation, sale, lease, rental, use or occupancy of the property.

NOTE: Said covenants, conditions and restrictions do not provide for a reversion of title in the event of a breach thereof.

- 3.: Financing Statement:

Debtor: American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated November 9, 1988 and known as Trust Number 103463-02

Secured Party: Harris Trust & Savings Bank

Filed:

Document #:

- 4.: Financing Statement:

Debtor: Boulevard Commons Limited Partnership II

Secured Party: Harris Trust & Savings Bank

Filed:

Document #:

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5. : A Junior Mortgage, Assignment of Rents and Security Agreement to secure an indebtedness in the amount stated herein:
Mortgagor: American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated November 9, 1988 and known as Trust Number 103463-02
Mortgagee: City of Chicago, Department of Housing
Dated:
Recorded:
Document #:
Original Amount: \$ 72,585.00
and subordinated by Subordination Agreement:
Dated:
Recorded:
Document #:
6. : Financing Statement:
Debtor: American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated November 9, 1988 and known as Trust number 103457-02
Secured Party: City of Chicago, Department of Housing
Filed:
Document #:
7. : Financing Statement:
Debtor: Boulevard Commons Limited Partnership II
Secured Party: City of Chicago, Department of Housing
Filed:
Document #:
8. : Proceedings pending in the Circuit Court of Cook County
Case #: 84 M1 402751
Filed:
Plaintiff: City of Chicago
Defendants: Julius Sanders et. al.
as evidenced by Lis Pendens Notice:
Recorded: March 20, 1985
Document #: 27481302
Recorded: June 21, 1985
Document #: 85070454
and subordinated by Subordination Agreement:
Recorded:
Document #:

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EXHIBIT C

Junior Mortgages

Junior Mortgage, Assignment of Rents and Security Agreement dated April 4, 1989 between American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated November 9, 1988 and known as Trust No. 103463, and the City of Chicago Department of Housing.

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DEPT-01 RECORDING \$52.00
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COOK COUNTY RECORDER

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