

# UNOFFICIAL COPY

95461216

**WOODBIDGE**

DEPT-01 RECORDING 3117.00  
T#0012 TEAM 5266 07/17/95 14:27:00  
76912 REC # - 95 - 461216  
COOK COUNTY RECORDER

MORTGAGE, SECURITY AGREEMENT AND  
FINANCING STATEMENT

**BORROWER:** Palmer Building, L.L.C., an Illinois limited liability company

**LENDER:** LaSalle National Bank, a national banking corporation

117.00

THIS INSTRUMENT IS EFFECTIVE AND SHALL REMAIN EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL ESTATE HEREIN DESCRIBED AND IS TO BE FILED FOR RECORD OR REGISTERED IN THE REAL ESTATE RECORDS OF COOK COUNTY, ILLINOIS. THE MAILING ADDRESS OF LENDER AND THE ADDRESS OF BORROWER ARE SET FORTH WITHIN. A PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS INSTRUMENT OR ANY FINANCING STATEMENT RELATING TO THIS INSTRUMENT SHALL BE SUFFICIENT AS A FINANCING STATEMENT.

This instrument prepared by  
(and return after recording to):

Elizabeth L. Corey, Esquire  
ROSS & HARDIES  
150 North Michigan Avenue  
Suite 2500  
Chicago, Illinois 60601-7567  
(312) 558-1000

Street Address of Property:

2242 North Kedzie Avenue  
Chicago, IL

Property Tax Index Number:

13-35-217-015-0000  
13-35-217-016-0000  
13-35-217-017-0000

95027984 Roberts  
7559719 D2 MS  
30 of 6

95461216

# UNOFFICIAL COPY

2025/01/15

Property of Cook County Clerk's Office

2025/01/15

2025/01/15

# UNOFFICIAL COPY

## MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Mortgage"), made as of the 10th day of July, 1995, by and between Palmer Building, L.L.C., an Illinois limited liability company whose mailing address is c/o Yosef Davis, ManagCare, 3553 West Peterson, Suite 300, Chicago, Illinois 60659 ("Borrower"), and LASALLE NATIONAL BANK, a national banking corporation having its principal office and place of business at 120 South LaSalle Street, Chicago, Illinois 60603 ("Lender"),

### WITNESSETH:

A. Borrower has executed and delivered to Lender a Permanent Mortgage Note in the principal amount of SEVEN MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,400,000.00), (which Permanent Mortgage Note, together with all notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be modified or extended, is hereinafter sometimes called the "Note"); the Note provides, among other things, for final payment of principal and interest under the Note, if not sooner paid or payable as provided therein, to be due on July 9, 2005, and the Note by this reference thereto being incorporated herein; and

B. Lender is desirous of securing the prompt payment of the Note together with interest and prepayment fees, if any, thereon in accordance with the terms of the Note, and any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to the Note or this Mortgage (all hereinafter sometimes collectively referred to as the "indebtedness secured hereby").

NOW, THEREFORE, Borrower, to secure payment of the indebtedness secured hereby and the performance of the covenants and agreements herein contained to be performed by Borrower, and for good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, hereby agrees and covenants that:

#### 1. GRANTING CLAUSES.

Borrower has mortgaged, given, granted, bargained, sold, alienated, enfeoffed, conveyed, confirmed, warranted, pledged, assigned, and hypothecated and by these presents does hereby mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm, warrant, pledge, assign and hypothecate unto Mortgagee the real property described in Exhibit A attached hereto (the "Premises") and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (the "Improvements");

95461216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

# UNOFFICIAL COPY

**TOGETHER WITH:** all right, title, interest and estate of Borrower now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "Mortgaged Premises"):

A. all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, all rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

B. all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications, elevator, kitchen, medical, dental or rehabilitation fixtures), cleaning apparatus, beds, linens, televisions, carpeting, telephones, cash registers, computers, lamps, glassware, restaurant and kitchen equipment, and medical, dental, therapeutic, rehabilitation or paramedical equipment, supplies, and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively called the "Equipment"), including any leases of any of the foregoing, any deposits existing at any time in connection with any of the foregoing, and the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Borrower in and to any of the Equipment that may be subject to any "security interests" as defined in the Uniform Commercial Code, as adopted and enacted by the state or state where the Mortgaged Premises is located (the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage;

C. all awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Premises and the Improvements, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Premises and Improvements;

D. all operating leases described in Exhibit D attached hereto and hereby made a part hereof (alternatively hereinafter referred to singularly as the "Operating Lease" or collectively as the "Operating Leases" as the context may require), all guarantees of the Operating Leases, all patient admissions and resident care agreements ("Patient Occupancy Agreements" or "Occupancy

95461216



# UNOFFICIAL COPY

Agreements") and any and all other commercial leases, including any extensions, renewals, modifications or amendments thereof (all of the foregoing collectively called the "Leases") and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from the Leases (the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the Mortgaged Premises and the right to receive and apply the Rents to the payment of the indebtedness secured hereby;

E. all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Premises, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Premises;

F. the right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Mortgaged Premises and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Premises;

G. all proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

TO HAVE AND TO HOLD the Mortgaged Premises with all rights, privileges and appurtenances thereunto belonging, and all rents, issues and profits therefrom, unto Lender, its successors and assigns, forever, for the uses and purposes herein expressed.

## THIS MORTGAGE IS GIVEN TO SECURE:

- (1) Payment of the indebtedness secured hereby;
- (2) Payment of such additional sums with interest thereon which may hereafter be loaned to Borrower by Lender or advanced under the Loan Documents (hereinafter defined), even though the aggregate amount outstanding at any time may exceed the original principal balance stated herein and in the Note (provided, however, that the indebtedness secured hereby shall in no event exceed an amount equal to three hundred percent (300%) of the face amount of the Note); and
- (3) The due, prompt and complete performance of each and every covenant, condition and agreement contained in this Mortgage, the Note, that certain Loan Agreement of even date herewith by and between Borrower, the tenants under the Operating Leases and Lender (the "Loan Agreement") and every other agreement, document and instrument to which reference is expressly made in this Mortgage or which at any time evidences or secures the indebtedness evidenced by

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0000000000



# UNOFFICIAL COPY

the Note (this Mortgage, the Note, the Loan Agreement and all such other instruments are hereinafter sometimes collectively referred to as the "Loan Documents").

## 2. REPRESENTATIONS AND COVENANTS.

It is a condition of this Mortgage that the representations and covenants made in this Section 2 be true, correct and complete upon the execution and delivery of the Loan Documents, and Borrower hereby represents and covenants to Lender that:

2.1 Title to Mortgaged Premises. As of the date of delivery of this Mortgage, Borrower is well and lawfully seized of the Mortgaged Premises as a good and indefeasible estate in fee simple, free and clear of all liens, encumbrances, easements, covenants, conditions, and restrictions (including, with respect to the fixtures and personal property referred to herein, security interests, conditional sales contracts, title retention financing devices and anything of a similar nature except those made or entered into by a tenant of the Mortgaged Premises), subject, however, to the matters set forth in Exhibit C attached hereto, and has good and full power and lawful authority to grant, mortgage, convey and grant a security interest in the same in the manner herein provided; and that Borrower will make any further assurances of title that Lender may require and will defend the Mortgaged Premises against all claims and demands whatsoever.

2.2 Due Organization, Authority. Borrower is duly organized and validly existing and in good standing under the laws of the State of Illinois and has power and authority adequate to carry on its business as presently conducted, to own the Mortgaged Premises, to make and enter into the Loan Documents and to carry out the transactions contemplated therein.

2.3 Execution, Delivery and Effect of Loan Documents. The Loan Documents have each been duly authorized, executed and delivered by Borrower, and each is intended to be a legal, valid and binding obligation of Borrower, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and subject to the exercise of judicial discretion in accordance with general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

2.4 Other Obligations. The execution and performance of the Loan Documents and all agreements and covenants therein and the consummation of the transactions contemplated thereby will not result in any breach of, or constitute a default under, any contract, agreement, document or other instrument to which Borrower is a party or by which Borrower may be bound or affected, and do not and will not violate or contravene any law to which Borrower is subject; nor do any such instruments impose or contemplate any obligations which are or will be inconsistent with the Loan Documents. No approval by, authorization of, or filing with any federal, state or municipal or other governmental commission, board or agency or other governmental authority is necessary in connection with the authorization, execution and delivery of the Loan Documents.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

2.5 Licenses and Permits. There are presently in full force and effect all certificates, licenses, and permits (herein collectively "Permits") required by applicable laws, ordinances, codes and regulations for the operation of the Mortgaged Premises as a nursing home, and Borrower agrees that such Permits shall be available for Lender's inspection at all reasonable times and that copies thereof shall be furnished to Lender upon request. Borrower agrees to keep all Permits and to cause all Permits now or hereafter required in full force and effect and to obtain renewals thereof before expiration.

2.6 Compliance with Laws. The improvements forming part of the Mortgaged Premises and the use of the Mortgaged Premises as a nursing home comply with all applicable laws and regulations, including without limitation environmental protection, health, OSHA, building and zoning laws and ordinances and set-back and parking requirements subject to waivers given to Borrower and/or the Tenants under the Operating Leases; and it shall constitute an Event of Default hereunder if the improvements forming part of the Mortgaged Premises or the use of the Mortgaged Premises are at any time determined not to be in material compliance with all applicable laws and regulations, and such lack of material compliance may cause such improvements to be vacated or demolished, or may result in the institution of proceedings for vacation or demolition of the improvements, or may otherwise, in Lender's reasonable judgment, adversely affect the value of Lender's security in the Mortgaged Premises.

2.7 Construction and Completion of Improvements. The presently existing improvements located on the Mortgaged Premises have been completed and installed in a good and workmanlike manner, in material compliance with applicable laws and ordinances and with the therefor previously delivered to Lender. The improvements are served by electric, gas, sewer, water, telephone and other utilities required for the present and contemplated uses and operation thereof. Any and all streets and driveways necessary for access to the Mortgaged Premises, and other on-site and off-site improvements necessary for the present and contemplated uses and operation of the Mortgaged Premises and for service by utilities have been completed, are serviceable and have been accepted or approved by appropriate governmental bodies.

2.8 Independence of the Mortgaged Premises. Borrower has not by act or omission permitted any building or other improvements on property not covered by this Mortgage to rely on the Mortgaged Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement for the existence and operation of such property, building or improvement; and no improvements on the Mortgaged Premises shall rely on any property not covered by this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Borrower has not by act or omission impaired the integrity of the Mortgaged Premises as a single, separate, subdivided zoning lot, separate and apart from all other property.

### 3. BORROWER'S COVENANTS OF PAYMENT AND OPERATION.

3.1 Performance of Covenants in Loan Documents. Borrower shall fully perform, observe and comply with all agreements, covenants, conditions and provisions hereof, of the Note,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

# UNOFFICIAL COPY

the Loan Agreement, and the other Loan Documents, and shall duly and punctually pay to Lender the sums of money expressed in the Note, with interest thereon and all other sums required to be paid by Borrower pursuant to the provisions of this Mortgage, the Loan Agreement and the other Loan Documents, all without any deduction or credit for taxes or other similar charges paid by Borrower.

## 3.2 Payment of Taxes and Tax Deposits.

(1) Payment of Taxes. Borrower shall pay or cause to be paid all taxes, assessments and other similar charges of whatever nature, ordinary and extraordinary, and to whomsoever assessed which are now or may hereafter be assessed or levied against the Mortgaged Premises or any portion thereof or interest therein or which become payable with respect thereto or with respect to the occupancy, use or possession thereof, before the same become delinquent; and shall deliver to Lender within thirty (30) days after the payment thereof reasonable evidence of such payment. In default thereof, Lender may, but shall not be obligated to, pay such taxes, assessments, and other similar charges, including any penalties or interest thereon (without inquiring into the validity or invalidity of such taxes, assessments or other similar charges and of which payment, amount and validity thereof, the receipt of the proper officer shall be conclusive evidence), and any amount so paid by Lender shall become immediately due and payable by Borrower with interest as described in Section 6.6 hereof until paid and shall be secured by this Mortgage. Borrower shall have the right to contest the amount or validity of any such tax, assessment or other similar charge by appropriate legal proceedings if: (i) the legal proceedings shall operate to prevent the collection of such taxes, assessment or other similar charge so contested and the sale of the Mortgaged Premises or any part thereof to satisfy the same, and (ii) Borrower (unless such taxes, assessment or other similar charge have been paid in full under protest) shall deposit with Lender or with the appropriate court or other governmental authority or title insurance company satisfactory to Lender an amount, with such subsequent additions thereto as may be necessary, sufficient in Lender's opinion to pay such taxes, assessment or other similar charge, together with all estimated interest and penalties in connection therewith, and all charges that may be assessed in said legal proceedings against, or may become a charge on, the Mortgaged Premises.

(2) Tax Escrow Payments. In the event Lender so requests at any time prior to the complete satisfaction of the Loan, Borrower shall pay to Lender, concurrently with and in addition to each monthly installment payable on the Note, such amount as Lender from time to time estimates will be required to maintain thereafter a balance from which to pay taxes, assessments and other governmental liens or charges against the Mortgaged Premises at least thirty (30) days prior to the date on which the same become delinquent or past due. Borrower shall procure and deliver to Lender in advance statements for such charges. Lender shall not be a trustee of such funds, and such funds received pursuant to the foregoing may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. Upon Event of Default by Lender, Borrower shall deliver and pay over to Lender from time to time such additional sums or such additional security

95461216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02/20/2024

# UNOFFICIAL COPY

as are necessary to make up any deficiency in the amount necessary to enable Lender to fully pay any of the items hereinabove mentioned as they become payable. If any Event of Default (as hereinafter defined) occurs under the terms of this Mortgage, any part or all of the balance of said amounts received by Lender pursuant to the foregoing may be applied to any part of the indebtedness secured hereby in the discretion of Lender and in refunding any part of said amounts Lender may deal with whomever is represented to be the owner of the Mortgaged Premises at that time. The obligations of Borrower pursuant to covenants contained in this Mortgage relating to taxes and assessments shall not be affected by this Subsection 3.2(2) or payments made pursuant hereto, except to the extent that said obligations have actually been satisfied by compliance with this subparagraph.

### 3.3 Insurance and Insurance Deposits.

(1) Required Coverage. Borrower shall procure, deliver to, and maintain for the benefit of Lender as an additional insured to the extent of the balance of the indebtedness secured hereby during the continuance of this Mortgage and until the same is fully satisfied and released, the following insurance policies:

(a) "All-Risk" casualty insurance policies insuring the buildings, structures, improvements and fixtures now existing or hereafter constructed upon the Mortgaged Premises against all loss or damage occasioned by casualties which, under good insurance practice, are commonly insured against for buildings, structures, and improvements of like character in Cook County, Illinois. The amount of such insurance shall be not less than one hundred percent (100%) of the full replacement cost of such buildings, structures and improvements, without deduction for depreciation, as reasonably determined by Lender from time to time.

(b) Rent Loss Insurance insuring against loss arising out of the perils insured against in the policy or policies referred to in Subsection 3.3(1)(a) above, in an amount equal to not less than twelve (12) months' rent and deposit for real estate taxes under the Operating Leases described in Exhibit D and rental of all improvements now or hereafter forming part of the Mortgaged Premises, based upon one hundred percent (100%) occupancy of such improvements, less any allocable charges and expenses which do not continue during the period of restoration;

(c) Insurance covering pressure vessels, pressure piping and machinery, if any, and all major components of any centralized heating or air-conditioning systems located in the buildings and improvements forming part of the Mortgaged Premises, in an amount satisfactory to Lender, such policies also to insure against physical damage to such buildings and improvements arising out of a peril covered thereunder;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011 10:10:10 AM



# UNOFFICIAL COPY

(d) Insurance on the items of tangible property described in Section 5 hereof and in Exhibit B attached hereto and any replacements and substitutions therefor (hereinafter sometimes collectively referred to as the "Equipment") against loss or damage by fire and other hazards presently included in so-called "extended coverage" policies and against vandalism and malicious mischief in an amount satisfactory to Lender, but in any event in such amount as is necessary to preclude the Borrower from being a co-insurer;

(e) Comprehensive general public liability and property damage coverage with a broad form coverage endorsement in such amounts and with such companies as are satisfactory to Lender;

(f) Flood insurance, in the event the Mortgaged Premises are located in a federally-designated special flood hazard area; and

(g) Such other insurance on the Mortgaged Premises, the buildings and improvements forming a part thereof and the Equipment (and any replacements or substitutions therefor) and in such amounts as may from time to time be reasonably required by the Lender against other insurable hazards and perils which at the time are commonly insured against for projects, buildings, structures, improvements and equipment of like character in Cook County, Illinois, due regard being given to type of project and the height and type of the buildings and improvements, and their construction, location, use and occupancy.

(2) Form of Policies. All policies of insurance required hereunder shall be in such form, issued by such companies, and in such amounts as may be acceptable to Lender, shall be kept on deposit with Lender, and shall contain a non-contributory standard mortgagee clause acceptable to Lender, with loss payable to Lender, a lender's loss payable endorsement, a waiver of subrogation endorsement, and replacement cost and agreed amount endorsements or equivalent clauses or endorsements acceptable to Lender, and shall further provide that such insurance coverage may not be changed or cancelled without at least thirty (30) days' prior written notice to Lender. Borrower shall promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Lender renewals of such policy or policies at least fifteen (15) days prior to the expiration dates thereof, said policies and renewals or invoices therefor to be marked "paid" by the issuing company or agent. Upon Borrower's failure to comply with the requirements of this Section 3.3, Lender may, in its discretion, procure any insurance required hereunder in the amounts required pursuant to the terms and provisions of this Mortgage and pay the premiums due therefor, and any amounts so paid by Lender shall become immediately due and payable by Borrower with interest as described in Section 6.6 hereof, and shall be secured by this Mortgage. The delivery to Lender of any policy of insurance hereunder or renewals thereof shall constitute an assignment to Lender of all unearned premiums thereon as further security for the payment of the indebtedness secured hereby. If any foreclosure action or other proceeding hereunder is successfully maintained by Lender, all right, title,

95461216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

# UNOFFICIAL COPY

and interest of Borrower in or to any policy or policies of insurance then in force shall vest in Lender insofar as such policy or policies apply to the Mortgaged Premises.

(3) Application of Loss Proceeds. In the event of any loss or damage which exceeds \$100,000 to any part of the Mortgaged Premises, Borrower shall give prompt notice thereof to Lender, and Lender may make proof of such loss or damage if the same is not promptly made by Borrower or if the Lender deems it desirable to do so. In the event of such loss or damage which exceed \$100,000: (1) all proceeds of insurance shall be payable to Lender to the extent of the full amount of the remaining unpaid indebtedness secured hereby; (2) any affected insurance company is authorized and directed to make payment thereof directly to Lender to the extent of the full amount of the then remaining unpaid indebtedness secured hereby; and (3) Lender is authorized and empowered to settle, adjust or compromise any claims for loss, damage, or destruction under any policy or policies of insurance. Notwithstanding the foregoing or any other provision of this Mortgage, unless there is an Event of Default under this Mortgage or unless there are less than twenty-four (24) months remaining until the Maturity Date of the Note, Lender shall make all insurance proceeds available for reconstruction. Borrower agrees to execute (and to cause its beneficiary or beneficiaries, from time to time to execute), upon demand by Lender, all receipts, vouchers, releases and other instruments which may be necessary or desirable in aid of the aforementioned authorizations. All such insurance proceeds may, at the sole discretion of Lender, be: (a) applied to the restoration, repair, replacement or rebuilding of the Mortgaged Premises; or (b) applied to the payment of the last maturing installment or installments of the indebtedness secured hereby (whether or not then due and payable); or (c) paid over to the Borrower, on such terms and conditions as the Lender in its discretion may specify, to be used to repair the buildings, structures, improvements or Equipment, or to build or install new ones in their place, or for any other purpose or object satisfactory to the Lender, without affecting the lien of or the priority of the lien of this Mortgage for the full amount of the indebtedness secured hereby before such payment took place. The Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. If Lender elects or is required to make such insurance proceeds available for repair, restoration or rebuilding of the Mortgaged Premises, any portion of such proceeds not needed or used in such repair, restoration, rebuilding or building shall be applied to the payment of the indebtedness secured hereby, as provided above, provided that such payment or prepayment shall not be subject to the Prepayment Premium as provided for in the Note.

(4) Insurance Escrow Payments. In the event Lender so requires, at any time after the occurrence of an Event of Default prior to the complete satisfaction of the Loan, Borrower shall pay to Lender, to the extent reasonably requested by Lender, on dates on which interest under the Note is payable, such amounts as are paid under the Lease to create and maintain a reserve fund from which to pay premiums as the same become due, for insurance as herein covenanted to be furnished by Borrower. Borrower shall procure and deliver to Lender in advance statements for such charges. Lender shall not be a trustee of such funds, and such funds received pursuant to the foregoing may be commingled with the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/14

# UNOFFICIAL COPY

general funds of Lender, and no interest shall be payable in respect thereof. If any Event of Default occurs under the terms of this Mortgage, any part or all of the balance of said amounts received by Lender pursuant to this Subsection 3.3(4) may be applied to any part of the indebtedness secured hereby in the discretion of Lender and in refunding any part of said amounts Lender may deal with whomever is represented to be the owner of the Mortgaged Premises at that time. The obligations of Borrower pursuant to covenants contained in this Mortgage relating to insurance shall not be affected by this Subsection 3.3(4) or payments made pursuant hereto, except to the extent that said obligations have actually been satisfied by compliance with this Subsection 3.3(4).

## 3.4 Maintenance, Repairs and Restoration: Compliance with Laws.

(1) Maintenance and Repair. Borrower shall keep and maintain the Mortgaged Premises in good order, condition and repair and will make, regardless of the sufficiency of insurance proceeds, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen, repairs, restorations and maintenance, including any replacements, necessary or appropriate including, without limitation, repairs of damage or destruction caused by fire or other casualty or as the result of any taking under the power of eminent domain. Borrower shall give Lender prompt written notice of any damage or destruction to the Mortgaged Premises caused by fire or other casualty which exceeds \$100,000.00. Borrower will suffer or commit no waste to the Mortgaged Premises or any portion thereof. All repairs and maintenance required of Borrower must satisfy Lender as being of first-class quality and shall in all respects be in compliance with all matters and things provided in Subsection 3.4(2) below; and with respect to any such proposed action, Borrower shall comply with all requirements which may reasonably be imposed by Lender, including, without limitation, the furnishing of additional title insurance against liens, architectural inspections and certificates, and the furnishing of security guaranteeing the completion of all such work. Borrower shall not cause, suffer or permit the construction of any building, structure or improvement on the Mortgaged Premises without the prior written consent of the Lender to the proposed action as well as to the plans and specifications relating thereto which consent shall not be unreasonably withheld or delayed. None of the buildings, structures or capital improvements now or hereafter erected or located on the Mortgaged Premises shall be removed, demolished or substantially or structurally altered in any respect, without the prior written consent of Lender. Borrower shall, however, have the right, at any time and from time to time, to remove and dispose of any Equipment or appliance which may have become obsolete or unfit for use or which is no longer useful in the operation of said Mortgaged Premises, provided Borrower promptly replaces any such Equipment or appliance so removed or disposed of with other equipment and appliances, of at least equal usefulness and quality, subject to the lien and security interest of this Mortgage and free of superior or pari passu title, security interest, liens or claims. Lender and any person authorized by Lender shall have the right, but not the obligation, to enter upon and inspect the Mortgaged Premises at all reasonable times.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/25/2019

# UNOFFICIAL COPY

(2) Compliance with Laws. Borrower shall promptly comply or cause compliance with all covenants and restrictions affecting the Mortgaged Premises and with all present and future laws, ordinances, rules, regulations and other requirements, including, without limitation, pollution control and environmental protection laws and regulations of all governmental authorities with respect to the Mortgaged Premises and each portion thereof and with respect to the use or occupation thereof. Borrower shall have the right to contest the validity or application of any such laws, ordinances, rules, regulations and other requirements by appropriate legal proceedings, so long as: (i) such legal proceedings shall be prosecuted with diligence by Borrower and shall operate to prevent the taking of the Mortgaged Premises by any governmental authority, and (ii) Borrower shall have deposited with the Lender an amount, with such subsequent additions thereto as may reasonably be deemed necessary by Lender, sufficient in Lender's opinion to pay any fines, penalties, charges and interest thereon which in Lender's opinion may be awarded or assessed and which may become a charge or lien upon the Mortgaged Premises or which may in any way have or take parity with or priority over the lien of this Mortgage.

(3) Handicapped Access.

(a) Borrower agrees that the Mortgaged Premises shall at all times strictly comply to the extent applicable with the requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act of 1988 (if applicable), all state and local laws and ordinances related to handicapped access and all rules, regulations, and orders issued pursuant thereto including, without limitation, the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (collectively "Access Laws").

(b) Notwithstanding any provisions set forth herein or in any other document regarding Lender's approval of alterations of the Mortgaged Premises, Borrower shall not alter the Mortgaged Premises in any manner which would increase Borrower's responsibilities for compliance with the applicable Access Laws without the prior written approval of Lender. The foregoing shall apply to tenant improvements constructed by Borrower or by any of its tenants. Lender may condition any such approval upon receipt of a certificate of Access Law compliance from an architect, engineer, or other person acceptable to Lender.

(c) Borrower agrees to give prompt notice to Lender of the receipt by Borrower of any complaints related to violation of any Access Laws and of the commencement of any proceedings or investigations which relate to compliance with applicable Access Laws.

(4) Zoning. Borrower will not initiate or acquiesce in any zoning variation or reclassification of the Mortgaged Premises or any part thereof without Lender's prior written consent.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-15 10:00



# UNOFFICIAL COPY

## 3.5 Sale, Assignment, Further Encumbrance and Other Liens and Charges.

(1) Borrower. Borrower covenants and represents that, as of the date hereof, the sole members of Borrower are Jack L. Rajchenbach, Bernard Hollander and Yosef Davis. Borrower has been appropriately directed by Bernard Hollander and Yosef Davis, as principal managers of Borrower (the "Principal"), and Borrower shall give prompt written notice to Lender and obtain the consent of Lender before acting upon or executing: (i) any direction to convey or assignment or transfer of any legal or beneficial interest in the Mortgaged Premises or in the beneficial interest of Borrower to any third party; or (ii) any conveyance, assignment or transfer by operation of law of any legal or beneficial interest in the Mortgaged Premises or in Borrower; or (iii) any contract, option or mortgage to accomplish such conveyance, assignment or transfer.

(2) Prohibition on Transfer of Ownership and Member Interests. Lender, at its option, shall have the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest under the Note to be immediately due and payable without notice to Borrower, if:

(a) Borrower shall, without the prior written consent of Lender, sell, contract to sell (on an installment basis or otherwise), transfer, convey, or assign the legal title to all or any portion of the Mortgaged Premises, whether by operation of law, voluntarily or otherwise unless the indebtedness secured hereby is paid; or

(b) Borrower shall, without the prior written consent of Lender, sell, contract to sell (on an installment basis or otherwise), transfer, convey, or assign the membership interest, or any part thereof (including a collateral assignment thereof), whether by operation of law, voluntarily or otherwise except to existing partners as of the date hereof or any trust or estate planning vehicle for the benefit of said existing members and in accordance with the membership agreement of Borrower.

In connection with Lender giving its consent to any sale, assignment or other transfer referred to in (a), (b) or (c) above, Borrower agrees that:

(i) Lender's right to consent or not to consent to such sale, assignment or transfer shall be in Lender's sole and unfettered discretion;

(ii) If Lender gives its consent to any such sale, assignment or transfer, such buyer, assignee or transferee shall agree to perform all obligations hereunder of his or its seller, assignor or transferor subject to the provisions of Section 9.2 hereof if such buyer, assignee or transferee is a trustee under an Illinois land trust, and this Mortgage shall be amended to evidence such transfer or assignment and such agreement by the buyer, assignee or transferee;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

(iii) Whether or not Lender consents to any proposed sale, assignment or transfer, Borrower shall reimburse Lender for all of Lender's out-of-pocket expenses for legal fees and other costs which Lender may incur with respect to such transfer, conveyance or assignment;

(iv) The provisions of Subsection 3.5(4) hereof shall be applicable with respect to any such sale, assignment or transfer; and

(v) If Lender approves any such sale, assignment or transfer, no buyer, assignee or transferee shall have any further right to sell, assign or transfer any interest as described in (a), (b) or (c) above without first obtaining Lender's prior written consent and satisfying the provisions of (i) through (iv) above of this Subsection 3.5(2).

(3) Prohibition on Further Encumbrances. Borrower covenants and agrees that this Mortgage is and shall be maintained as a valid first lien on the Mortgaged Premises, and that Borrower shall not, without the prior written consent of Lender, directly or indirectly, create, suffer or permit to be created or filed against the Mortgaged Premises, or any portion thereof, or against the rents, issues and profits therefrom, or against the beneficial interest in Borrower, any mortgage lien, security interest, or other lien or encumbrance superior or inferior to the lien of this Mortgage, except the lien of current general taxes duly levied and assessed but not yet due and payable. In the event Borrower shall suffer or permit, without the prior written consent of Lender, any superior or junior lien to be attached to the Mortgaged Premises or to the beneficial interest in Borrower, the Lender, at its option, has the unqualified right to accelerate the maturity of the Note causing the full principal balance, accrued interest and all other sums due thereunder to be immediately due and payable without notice to Borrower unless Borrower is contesting such lien and deliver to Lender a bond or title indemnity reasonably satisfactory to Lender.

(4) Increase in Interest Rate as Condition of Consent. In connection with Lender giving its consent to any sale or transfer of the Mortgaged Premises or to a junior lien or encumbrance, Borrower agrees that Lender shall have the right and option to increase the interest rate called for in the Note to a rate not in excess of the rate then being offered by Lender on mortgage loans secured by real property similar to the Mortgaged Premises and to increase the amount of the monthly installment payments required to be made pursuant to the terms and provisions of the Note.

(5) Consent Not a Waiver. Any consent by Lender, or any waiver by Lender of an Event of Default as provided in Subsections 3.5(2) or 3.5(3) hereof, shall not constitute a consent to, or a waiver of any right, power, privilege, option or remedy of the Lender upon, a subsequent Event of Default under Subsections 3.5(2) or 3.5(3).

(6) Mechanic's Liens: Utility Charges. Borrower shall keep and maintain the Mortgaged Premises free from all liens and encumbrances, whether claimed by operation

95461216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

018210000

# UNOFFICIAL COPY

of law or by virtue of any expressed or implied contract, of persons supplying labor or materials, or both of them, entering into the construction, modification, repair, restoration or maintenance of the Mortgaged Premises or any portion thereof. If any such liens shall be filed against the Mortgaged Premises, Borrower agrees to discharge the same of record within thirty (30) days after Borrower has notice thereof, provided, however, Borrower shall have the right, at Borrower's sole expense, to contest the validity of any such liens asserted by persons allegedly supplying such labor and materials by appropriate legal proceedings so long as: (i) such legal proceedings shall be diligently prosecuted and shall operate to prevent the collection of such liens so contested and the sale of the Mortgaged Premises or any part thereof to satisfy the same; and (ii) Borrower shall deposit an amount reasonably satisfactory to Lender, to be held by Lender without the payment of interest or to be held by an appropriate court or other governmental authority or title insurance company satisfactory to Lender, in any case until such contested liens are removed of record or are satisfied. Borrower shall pay promptly, when due, all charges for utilities or services, including without limitation any charges for electricity, gas, water and sewer, and all license fees, rents and other charges for the use of vaults, canopies or other appurtenances to the Mortgaged Premises. If Borrower fails to pay promptly all such charges described above, Lender may, but shall not be obligated to, pay same and any amounts so paid by Lender shall become immediately due and payable by Borrower with interest as described in Section 6.6 hereof and shall be secured by this Mortgage. Borrower agrees that Lender is under no obligation to inquire into or establish the validity of any liens or claims of lien or interest before making advances to satisfy or settle all or any part of said claims.

(7) Legal Proceedings. If any civil action or proceeding shall be instituted to evict Borrower or recover possession of the Mortgaged Premises or any part thereof or for any other purposes affecting the Mortgaged Premises or this Mortgage, Borrower will, promptly upon service thereof on or by Borrower, deliver to Lender a true copy of each petition, summons, complaint, notice of motion, order to show cause and all other process, pleadings and papers, however designated, served in any such civil action or proceeding.

(8) Reasonableness of Provisions. With respect to the provisions of Subsections 3.5(2) and 3.5(3), Borrower acknowledges that, in determining whether to make the loan secured hereby, Lender has examined the creditworthiness of Borrower and Beneficiary, found it acceptable and relied and continues to rely upon same as the means of repaying the loan. Lender also evaluated the background and experience of Borrower and Beneficiary in owning and operating property such as the Mortgaged Premises, found them acceptable and relied and continues to rely upon same as the means of maintaining the value of the Mortgaged Premises which is Lender's security for the loan. Beneficiary is well-experienced in borrowing money and owning and operating property such as the Mortgaged Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and provisions of the loan, including this provision. Borrower recognizes that Lender is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

interest rate of a loan, the security for which is purchased by a party other than the original Borrower. Borrower and Beneficiary further recognize that any secondary or junior financing placed upon the Mortgaged Premises (1) may divert funds which would otherwise be used to pay the Note, (2) could result in acceleration and foreclosure by any such junior lender which would force Lender to take measures and incur expenses to protect its security, (3) would detract from the value of the Mortgaged Premises should Lender come into possession thereof with the intention of selling same, and (4) would impair Lender's right to accept a deed in lieu of foreclosure, as a foreclosure by Lender would be necessary to clear title to the Mortgaged Premises.

Subject to the limitations set forth therein regarding permitted transfers in recognition of such considerations and for the purposes of (i) protecting Lender's security, both of the repayment by Borrower and value of the Mortgaged Premises, (ii) giving Lender the full benefit of its bargain and contract with Borrower, (iii) allowing Lender to raise the interest rate and/or collect assumption fees and (iv) keeping the Mortgaged Premises free of any subordinate financing liens, Borrower has agreed to the provisions of Subsections 3.5(2) and 3.5(3), and agrees that if such provisions may be deemed a restraint on alienation, then they are reasonable restraints on alienation.

### 3.6 Impairment of Security.

(1) Without limitation of any other provisions hereof, Borrower shall not, except in connection with the lien hereof, assign, in whole or in part, the rents, income or profits arising from the Mortgaged Premises without the prior written consent of Lender; any such assignment made without Lender's prior written consent shall be null and void and of no force and effect, and the making thereof shall at the option of Lender constitute an Event of Default under this Mortgage. Without limitation of the foregoing, Borrower will not without the prior written consent of Lender in any other manner impair the security of this Mortgage for the payment of the indebtedness secured hereby, it being understood that any such impairment shall at the option of Lender also constitute an Event of Default hereunder.

(2) Lender shall have the power (but not the obligation) to: (i) institute, become a party to, and maintain such civil actions and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Premises by any acts which may be unlawful or in violation of this Mortgage; (ii) preserve and protect its interest in the Mortgaged Premises and in the rents, issues, profits and revenues arising therefrom; and (iii) restrain the enforcement of or compliance with any legislative or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of the Lender, and all reasonable costs and expenses incurred by the Lender in connection therewith (including, without limitation, reasonable attorneys' fees) shall be paid by Borrower to Lender on demand, with interest at the rate specified in Section 6.6 hereof, and shall be additional indebtedness secured hereby.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

00000000



# UNOFFICIAL COPY

## 3.7 Lease Conditions and Assignment of Leases and Rents.

(1) Borrower shall observe and perform all covenants, conditions, and agreements in any lease now or hereafter affecting the Mortgaged Premises, or any portion thereof, on the part of Borrower or Beneficiary to be observed and performed. If Borrower shall default in the performance of any of the terms, covenants, conditions or obligations imposed upon Borrower or Beneficiary by any such lease and such default would give the lessee the right to terminate or cancel said lease or make monetary advances and offset the same against future rentals, and such right in the lessee to terminate or cancel or to make monetary advances or to offset against future rentals would, in Lender's reasonable judgment, materially affect the value of Lender's security, then, at the option of Lender: (1) the whole of the indebtedness secured hereby, including all advances and payments by Lender hereunder, shall become immediately due and payable and collectible by foreclosure or otherwise without notice or demand; and (2) Lender may take such action as Lender deems necessary or advisable to cure such default of Borrower.

(2) Borrower will, upon request from Lender from time to time: (i) furnish to Lender a statement in such reasonable detail as Lender may request, certified by Borrower or its beneficiary, of all leases and subleases relating to the Mortgaged Premises; and (ii) furnish to Lender the original or duplicate original executed counterparts of any and all such leases and subleases.

(3) Borrower will not, and no beneficiary of Borrower will, without the prior written consent of Lender, enter into any new lease or lease renewal which reduces rent of all or any part of the Mortgaged Premises, and all such leases shall be upon a form of lease approved by Lender; provided, however Lender's consent shall not be required to a new Lease or lease renewal on same terms to an entity affiliated with Borrower or its beneficiary or existing tenant of the Mortgaged Premises on the same terms as the existing lease submitted to and approved by Lender in connection with Lender's making the loan evidenced by the Note.

(4) In order to further secure payment of the Note and the observance and performance of Borrower's obligations hereunder, Borrower hereby assigns, transfers and sets over to Lender all of Borrower's right, title and interest in, to and under all of the leases now or hereafter affecting any part of the Mortgaged Premises and in and to all of the rents, issues, profits and other benefits now or hereafter arising from any part of the Mortgaged Premises. Unless and until an Event of Default shall have occurred and shall have continued beyond applicable grace or cure periods, if any, contained herein, Borrower shall be entitled to collect the rents, issues, profits and other benefits of the Mortgaged Premises (except as otherwise provided in this Mortgage) as and when they become payable. Borrower shall execute and deliver such further instruments evidencing the assignment of leases and rents, issues, profits and other benefits of the Mortgaged Premises as may reasonably be requested by Lender from time to time. Lender shall be liable to account

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011  
11/11/2011

# UNOFFICIAL COPY

only for rents, issues, profits and other benefits of the Mortgaged Premises actually received by Lender pursuant to the provisions of this Mortgage.

(5) Borrower will not, and no beneficiary of Borrower will, without the prior written consent of Lender in each instance, cancel any of the leases now or hereafter assigned to Lender pursuant to Section 3.9(4) hereof, or terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify, amend or waive any provisions of any of said leases (except as any lease approved by Lender may otherwise expressly provide for such modification) or accept any prepayment of rent therein (except any amount which may be required to be prepaid by the terms of any such lease).

(6) Upon an Event of Default hereunder and subject to other applicable provisions of this Mortgage, Lender, at its option, is authorized to foreclose this Mortgage subject to the rights of any lessees of the Mortgaged Premises, and the failure to make such lessees parties to any foreclosure proceedings and to foreclose such lessees' rights will not constitute, or be asserted by Borrower to constitute, a defense to any proceedings instituted by Lender to collect the indebtedness secured hereby.

(7) Neither Borrower nor Beneficiary will, in connection with any lease of all or any part of the Mortgaged Premises, agree to assume the obligations of the tenant thereunder with respect to an existing lease of said tenant, without first delivering to Lender a letter indemnifying Lender and holding Lender harmless from and against all liability with respect to the assumption by Borrower or Beneficiary of said obligations.

### 3.8 Books and Records; Financial Statements.

Borrower shall keep or cause to be kept proper books and records with respect to the Mortgaged Premises and operation thereof. Lender shall have the right to examine the books of account of Borrower and Beneficiary and the statements furnished by Borrower pursuant to this Section 3.8 (which records and statements, and the data used as a basis for their preparation, shall be kept and preserved for at least three (3) years, but in the event of any dispute, such records shall be retained until the final determination of such dispute) and to discuss the affairs, finances and accounts of Borrower and Beneficiary and to be informed as to the same by Borrower and Beneficiary, all at such reasonable times and intervals as Lender may desire. Borrower and Beneficiary shall each keep and preserve its records within fifty (50) miles of the Mortgaged Premises or Borrower's office at 2242 N. Kedzie, Chicago, Illinois, and shall permit Lender or its representatives to make copies and excerpts therefrom. Borrower shall furnish to Lender within ninety (90) days following the end of each fiscal year of Borrower or Beneficiary a statement of annual income and expenses, in detail reasonably satisfactory to Lender, in connection with the Mortgaged Premises, together with a certified rent roll and other supporting data reasonably requested by Lender. Each such statement shall be reasonably detailed, and shall be certified by an independent certified public accountant who is a member of the American Institute of Certified Public Accountants; notwithstanding the foregoing, provided no Event of Default shall have occurred, and further provided no sale, assignments or other transfer of ownership or beneficial

95461216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01/11/2011

# UNOFFICIAL COPY

interests, as defined in Section 3.5, has occurred, except for certain permitted transfers permitted under Section 3.5(3)(b), the chief financial officer of Borrower may certify such statements. The fiscal year of Borrower and Beneficiary currently ends on December 31 of each calendar year. Borrower shall promptly advise Lender of any change in the fiscal year of Borrower or Beneficiary.

## 3.9 Management and Use of Premises; Licenses; Compliance with Laws; Prohibition of Certain Liens.

(1) Use of Mortgaged Premises. Borrower or Woodbridge Nursing Pavilion, Ltd., an Illinois corporation, shall at all times operate the Mortgaged Premises as a nursing home. Borrower represents and covenants that the buildings located upon and forming part of the Mortgaged Premises are fully equipped in a manner appropriate for such operation, and Borrower shall, from time to time and as is necessary and appropriate, maintain, replace and repair such equipment as is necessary to operate the Mortgaged Premises. Borrower shall not hereafter acquire any fixtures, equipment, furnishings or apparatus covered by this Mortgage subject to any security interest or other charge or lien having parity with or priority over the lien of this Mortgage. At no time shall Borrower file a declaration of condominium affecting the Mortgaged Premises or take any other steps to convert the Mortgaged Premises or subject the Mortgaged Premises to the jurisdiction of the Illinois Condominium Property Act or any successor statute.

(2) Licenses and Compliance with Laws. Borrower shall at all times be, and cause the Mortgaged Premises to be, in material compliance with the representations and covenants stated in Sections 2.5, 2.6, 3.17, 3.18 and 3.19 hereof.

(3) Acquisition of Personality. Borrower shall not make, suffer or permit, without the prior written consent of Lender, any purchase, conditional sale, lease or agreement (except those made by a tenant) under which title is reserved in the vendor of any fixtures, apparatus, machinery, Equipment or personal property to be placed in or upon any of the buildings, structures or improvements on the Mortgaged Premises. Borrower shall execute and deliver, from time to time, such further instruments as may reasonably be requested by Lender to confirm the validity and priority of the lien of this Mortgage on any fixtures, machinery, apparatus and Equipment described herein.

## 3.10 Taxes on Lender.

(1) In the event of the passage after the date of this Mortgage of any law of the State of Illinois, the United States of America, or any other governmental authority deducting from the value of real estate for the purpose of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages or the manner of collection of any such taxation so as to adversely affect the yield of the debt secured by this Mortgage, the holder of this Mortgage shall have the right to give sixty (60) days' written notice to Borrower requiring the payment of the debt secured hereby, and said debt, as provided in the Note, shall become due and payable immediately upon the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

03/27/2019

# UNOFFICIAL COPY

expiration of said sixty (60) days; provided, however, that such requirement of payment shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder, without any penalty thereby accruing to Lender and the indebtedness secured hereby, and if Borrower does pay such tax prior to the date upon which payment is required by such notice.

(2) In the event it is hereafter claimed that any tax or other governmental charge or imposition is due, unpaid or payable by Borrower or Lender upon the indebtedness (other than income tax on the interest or prepayment fee receivable by Lender with respect thereto), including any recording tax, documentary stamps or other tax or imposition on the Note or this Mortgage, or any other instrument securing the indebtedness secured hereby, Borrower will forthwith pay such tax, charge or imposition and within a reasonable time thereafter deliver to Lender satisfactory proof of payment thereof.

### 3.11 Use of Loan Proceeds.

(1) Business Loan. Borrower covenants and agrees that all of the proceeds of the Note secured by this Mortgage will be used solely for business purposes and in furtherance of the regular business affairs of the Borrower and Beneficiary, and the entire principal obligation secured hereby constitutes: (i) a "business loan" as that term is defined in, and for all purposes of, Section 4(1)(c) of paragraph 6404, Chapter 17 of the Illinois Revised Statutes; and (ii) "a loan secured by a mortgage on real estate" within the purview and operation of Section 4(1)(1) of paragraph 6404 of Chapter 17 of said Statutes.

(2) Usury. All agreements between Borrower and Lender (including, without limitation, those contained in this Mortgage, the Note and any other Loan Documents) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Lender exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other documents securing the indebtedness secured hereby, at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois; and if for any reason whatsoever, the Lender shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the indebtedness secured hereby (whether or not then due and payable) and not to the payment of interest.

(3) Regulation U. Borrower covenants and agrees that it shall constitute a default hereunder if any of the proceeds of the loan for which the Note is given will be used, or were used, as the case may be, for the purpose (whether immediate, incidental or ultimate) of "purchasing" or "carrying" any "margin security" as such terms are defined in Regulation U of the Board of Governors of the Federal Reserve System (12 CFR Part 207)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011



# UNOFFICIAL COPY

or for the purpose of reducing or retiring any indebtedness which was originally incurred for any such purpose.

3.12 Recorded Instruments. Borrower shall promptly perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Premises, non-compliance with which might affect the security of this Mortgage or impose any duty or obligation upon Borrower or upon any owner, lessee or occupant of the Mortgaged Premises or any part thereof; and Borrower shall do or cause to be done all things reasonably necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Premises.

3.13 Indemnity; Payment of Charges. Borrower shall promptly: (a) pay and discharge any and all license fees or similar charges, with penalties and interest thereon, which may be imposed for the use of any ramps, vaults, chutes, areas and other space adjoining or near the Mortgaged Premises; and (b) cure any violation of law and comply with any order of any governmental authority, agency or instrumentality in respect of the repair, replacement or condition of the ramps, sidewalks, curbs or any vaults, chutes, areas or other space described in clause (a) above, adjoining or near said Mortgaged Premises. In the event of any default under either (a) or (b) of the preceding sentence, Lender may, but shall not be obligated to, pay any and all such fees or similar charges, with penalties and interest thereon, and the charges for such repair or replacement; and all monies expended by Lender in connection therewith (including, but not limited to, reasonable legal fees and costs) shall become immediately due and payable by Borrower, with interest as described in Section 6.6 hereof until paid, and shall be secured by this Mortgage.

3.14 Estoppel Certificate. At any time and from time to time upon not less than ten (10) days' prior written request by Lender, Borrower shall deliver to Lender, or to any person designated by Lender, a written statement executed and acknowledged in recordable form certifying: (1) that this Mortgage, the Note and the Loan Documents are in full force and effect (or, if there have been modifications, that this Mortgage, the Note and the Loan Documents are in full force and effect as modified and stating the modifications); (2) the date to which the indebtedness and all other charges secured hereby have been paid; (3) that neither Borrower nor Lender is in default under this Mortgage, the Note or the Loan Documents (or, if such a default allegedly exists, stating those claimed); (4) that there are no offsets or defenses to the payment of the sums secured hereby (or, if there are alleged offsets or defenses, specifying such alleged offsets or defenses); and (5) such other information as Lender may reasonably require.

3.15 Additional Acts, Etc. Borrower will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Lender shall reasonably require for accomplishing the purposes of this Mortgage; and the Borrower shall pay the costs of filing fees, recording fees, searches, reasonable attorneys' fees and other costs relating to the foregoing.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02/11/2014

# UNOFFICIAL COPY

## 3.16 Management: Subordination of Property Manager's Lien.

(a) Borrower shall exert its best efforts to include a "no lien" provision in any property management agreement hereafter entered into by Borrower or its Beneficiary with a property manager for the Mortgaged Premises, whereby the property manager waives and releases any and all mechanics' lien rights that he, or anyone claiming through or under him, may have pursuant to Ill. Rev. Stat., ch. 82, par. 1. Such property management agreement containing such "no lien" provision or a short form thereof shall, at Lender's request, be recorded with the Recorder of Deeds of Cook County, Illinois, as appropriate. Borrower represents that there is no property manager for the Property. With respect to any future property manager, Borrower shall cause the said property manager to enter into a subordination agreement with Lender, in recordable form, whereby the property manager subordinates its present and future lien rights and those of any party claiming by, through or under it to the lien of this Mortgage.

(b) Throughout the term of the loan secured hereby, the management company, if any, for the Mortgaged Premises must be reasonably satisfactory to the Lender. Any claim for leasing commissions and any management agreement affecting the Mortgaged Premises must be subordinate to the lien of this Mortgage.

3.17 Hazardous Substances: Medical Waste. Borrower hereby represents and warrants to Lender that, to its knowledge: (a) the Mortgaged Premises and the Nursing Home are not in direct or indirect violation of any local, state, federal or other governmental authority, statute, ordinance, code, order, decree, law, rule or regulation pertaining to or imposing liability or standards of conduct concerning environmental or medical waste or medical product regulation, contamination or clean-up including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), the Resource Conservation and Recovery Act, as amended ("RCRA"), the Emergency Planning and Community Right-to-Know Act of 1986, as amended, the Hazardous Substances Transportation Act, as amended, the Solid Waste Disposal Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Toxic Substances Control Act, as amended, the Safe Drinking Water Act, as amended, the Occupational Safety and Health Act, as amended, any state superlien and environmental clean-up statutes and all regulations adopted in respect of the foregoing laws and any local, state, federal or other governmental authority, statute, ordinance, code, order, decree, law, rule or regulation pertaining to or imposing liability or standards of conduct concerning medical waste or medical products, equipment or supplies (collectively, "Environmental Laws"); (b) the Mortgaged Premises and the Nursing Home are not subject to any private or governmental lien or judicial or administrative notice or action or inquiry, investigation or claim relating to hazardous and/or toxic, dangerous and/or regulated, substances, wastes, materials, raw materials which include hazardous constituents, pollutants or contaminants, including without limitation, petroleum, tremolite, anthophyllite or actinolite or polychlorinated biphenyls, (any medical products or equipment or supplies which include hazardous constituents, medical waste of any kind and in any form), and any other substances or materials which are included under or regulated by Environmental Laws or which are considered by scientific opinion to be otherwise dangerous in

UNOFFICIAL COPY

Property of Cook County Clerk's Office

05/23/2019

# UNOFFICIAL COPY

terms of the health, safety and welfare of humans and any medical waste and any dangerous and/or regulated medical product (collectively, "Hazardous Substances"); (c) no Hazardous Substances are or have been, discharged, generated, treated, disposed of or stored on, incorporated in, or removed or transported from the Mortgaged Premises other than in compliance with all Environmental Laws and all other applicable laws and regulations; (d) no Hazardous Substances are present in the Mortgaged Premises; and (e) no underground storage tanks exist on the Mortgaged Premises. So long as Borrower owns or is in possession of the Mortgaged Premises, Borrower (i) shall keep or cause the Mortgaged Premises and the Nursing Home to be kept free from Hazardous Substances and in compliance with all Environmental Laws, (ii) shall promptly notify Lender if Borrower shall become aware of any Hazardous Substances on or near the Mortgaged Premises and/or if Borrower shall become aware that the Mortgaged Premises or the Nursing Home are in violation of any Environmental Laws and (iii) Borrower shall remove such Hazardous Substances and/or cure such violations as applicable, as required by law promptly after Borrower becomes aware of same, at Borrower's sole expense. Nothing herein shall prevent Borrower from recovering such expenses from any other party that may be liable for such removal or cure. The obligations and liabilities of Borrower under this Section 3.17 shall survive any termination, satisfaction, or assignment of this Mortgage and the exercise by Lender of any of its rights or remedies hereunder, including, without limitation, the acquisition of the Mortgaged Premises by foreclosure or a conveyance in lieu of foreclosure.

3.18 Asbestos. Borrower represents and warrants that, to its knowledge, no asbestos or any substance or material containing asbestos ("Asbestos") is located on the Mortgaged Premises except as may have been disclosed in an environmental report delivered to Lender prior to the date of this Mortgage. Borrower shall not install in the Mortgaged Premises, nor permit to be installed in the Mortgaged Premises, Asbestos and shall remove, contain or encapsulate any friable Asbestos promptly upon discovery to the satisfaction of Lender, at Borrower's sole expense. Borrower shall in all instances comply with, and ensure compliance by all occupants of the Mortgaged Premises with, all applicable federal, state and local laws, ordinances, rules and regulations with respect to Asbestos, and shall keep the Mortgaged Premises free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. In the event that Borrower receives any notice or advice from any governmental agency or any source whatsoever with respect to Asbestos on, affecting or installed on the Mortgaged Premises, Borrower shall immediately notify Lender. The obligations and liabilities of Borrower under this Paragraph 3.18 shall survive any termination, satisfaction, or assignment of this Mortgage and the exercise by Lender of any of its rights or remedies hereunder, including but not limited to, the acquisition of the Mortgaged Premises by foreclosure or a conveyance in lieu of foreclosure.

3.19 Environmental Monitoring. Borrower shall give prompt written notice to Lender of: (a) any proceeding or inquiry by any party with respect to the presence of any Hazardous Substance on, under, from, about or in connection with the Mortgaged Premises or the Nursing Home, (b) all claims made or threatened by any third party against Borrower or the Mortgaged Premises or the Nursing Home relating to any loss or injury resulting from any Hazardous Substance, and (c) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Premises that could cause the Mortgaged Premises

95461216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

to be subject to any investigation or cleanup pursuant to any Environmental Law. Borrower shall permit Lender to join and participate in, as a party if it so elects, any legal proceedings or actions initiated with respect to the Mortgaged Premises or the Nursing Home in connection with any Environmental Law or Hazardous Substance, and Borrower shall pay all attorneys' fees and disbursements incurred by Lender in connection therewith. Upon Lender's request, at any time and from time to time while this Mortgage is in effect after notice to Borrower setting forth reasonable details, Borrower shall provide at Borrower's sole expense, (a) an inspection or audit of the Mortgaged Premises or the Nursing Home prepared by a licensed hydrogeologist or licensed environmental engineer approved by Lender indicating the presence or absence of Hazardous Substances on, in the Mortgaged Premises or in connection with the Nursing Home, and (b) an inspection or audit of the Mortgaged Premises or the Nursing Home prepared by a duly qualified engineering or consulting firm approved by Lender, indicating the presence or absence of Asbestos on the Mortgaged Premises or the Nursing Home. If Borrower fails to provide such inspection or audit within thirty (30) days after such request Lender may order same, and Borrower hereby grants to Lender and its employees and agents access to the Mortgaged Premises and the Nursing Home and a license to undertake such inspection or audit. The cost of such inspection or audit may be added to the indebtedness secured hereby and shall bear interest thereafter until paid at the Default Rate. In the event that any environmental site assessment or other report prepared in connection with such inspection or audit recommends that an operations and maintenance plan be implemented for Asbestos or any Hazardous Substance in order to comply with law, Borrower shall cause such operations and maintenance plan to be prepared and implemented at Borrower's expense upon request of Lender unless Borrower is then contesting in good faith the applicability of such laws or required action or obtains another opinion of an expert that no such action is required or specifying other corrective action. In the event that any investigation, site monitoring, containment, cleanup, removal, restoration, or other work of any kind is reasonably necessary or desirable under an applicable Environmental Law or other applicable law or regulation or because, in the opinion of an expert engaged by Lender, the presence, use, storage treatment or disposal of any Hazardous Substance on the Mortgaged Premises or in connection with the Nursing Home poses a threat to health or safety (the "Remedial Work"), Borrower shall commence and thereafter diligently prosecute to completion all such Remedial Work within thirty (30) days after written demand by Lender for performance thereof (or such shorter period of time as may be required under applicable law). All Remedial Work shall be performed by contractors approved in advance by Lender, and under the supervision of a consulting engineer approved by Lender. All costs and expenses of such Remedial Work shall be paid by Borrower including, without limitation, Lender's reasonable attorneys' fees and disbursements incurred in connection with monitoring or review of such Remedial Work. In the event Borrower shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Lender may, but shall not be required to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, may be added to the indebtedness secured hereby and shall bear interest thereafter until paid at the Default Rate. Except with respect to the obligation to provide notice to Lender set forth above, any of the investigative and remedial obligations of Borrower hereunder may be performed by either Borrower or the Operator of the affected portion of the Mortgaged Premises and/or the Nursing Home, as Borrower and such Operator may agree, subject

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0358186788



# UNOFFICIAL COPY

to the approval by Lender of the performance by Borrower and/or Operator, as applicable, of the obligations of Borrower hereunder.

## 4. CONDEMNATION AND EMINENT DOMAIN.

4.1 If all or any substantial part of the Mortgaged Premises are damaged, taken or acquired, either temporarily or permanently, as a result of any condemnation proceeding or by exercise of the power of eminent domain, or by the alteration of the grade of any street affecting the Mortgaged Premises, or by private agreement or sale in lieu of any of the foregoing, the entire indebtedness secured hereby shall, at Lender's option, become immediately due and payable. As additional security for the payment of the indebtedness secured by this Mortgage, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Lender, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Borrower and the same shall be paid forthwith to Lender. Any award or payment so received by Lender may, at the option of Lender and after the payment of all its expenses in connection with the foregoing proceedings: (a) be retained and applied, in whole or in part, to the indebtedness secured hereby, in such manner as Lender may determine, or (b) be released, in whole or in part and on such terms and conditions and according to such procedures as Lender may require, to Borrower for the purpose of altering, restoring or rebuilding any part of the Mortgaged Premises which may have been altered, damaged or destroyed as the result of such taking, alteration or proceeding; provided, however, that Lender shall not be obligated to see to the application of any amounts so released, and such release shall not affect the validity and priority of the lien of this Mortgage for the full indebtedness secured hereby before the release or payment took place. Notwithstanding the foregoing or any other provision of this Mortgage, unless there is an Event of Default under this Mortgage or when there are less than twenty-four (24) months remaining until the Maturity Date of the Note, and provided that the Mortgaged Premises may be restored so that the Operating Lease remains in effect without reduction of rent or revenue from the period prior to the taking, Lender shall make all proceeds of awards available to Borrower for restoration, to the extent required.

For the purposes of this Section 4.1, reference to a "substantial part" of the Mortgaged Premises means any portion of the land or building, the loss of which, in Lender's reasonable judgment, would materially adversely affect the value of the security granted to Lender hereby.

## 5. SECURITY AGREEMENT; FINANCING STATEMENT.

### 5.1 Security Agreement.

(1) Grant of Security Interest. In addition to and not in substitution for any other interest granted herein, Borrower hereby grants to Lender an express security interest in, and mortgages to the Lender, all goods, types and items of property owned by the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

# UNOFFICIAL COPY

Borrower which are described in Subsection 5.1(2) below (herein, the "Equipment") whether now or hereafter erected on or placed in or upon the Mortgaged Premises or any part thereof, and all replacements thereof, additions and accessions thereto and products and proceeds thereof, to further secure the payment of the Note, the payment of all other sums due from the Borrower to the Lender, and the performance by Borrower of all the covenants and agreements set forth herein. Borrower represents and covenants that, except for the security interest granted hereby and other interests, if any, stated in Exhibit C attached hereto, Borrower is the owner of the Equipment free from any adverse lien, security interest or encumbrance and that Borrower has made payment in full for all such Equipment; and Borrower will defend and protect the Equipment and title thereto against all claims and demands of all persons at any time claiming the Equipment or any interest therein. Borrower will upon request from Lender deliver to Lender such further security agreements, chattel mortgages, financing statements and evidence of ownership of such items as Lender may reasonably request.

(2) Property Covered. The security interest hereby granted to Lender shall cover the following types or items of property now or hereafter owned by the Borrower and used in connection with, and located upon, the Mortgaged Premises: All personal property described in the Granting Clauses of this Mortgage. In addition, Borrower hereby grants to Lender an express security interest in all tenements, hereditaments, easements, appurtenances, licenses, privileges and appurtenances belonging or in any way appertaining to the Mortgaged Premises, and all interests in property, rights and franchises or any part thereof, together with all the reversions and remainders, and to the extent permitted by law, all rents, tolls, issues and profits from the Mortgaged Premises, and all the estate, right, title, interest and claims whatsoever, at law and in equity, which Borrower now has or may hereafter acquire with respect to the Mortgaged Premises and the Equipment.

(3) Additional Covenants. Borrower further covenants and agrees as follows:

(a) Transfer or Pledge of the Equipment. Except as permitted under Subsection 3.4(1), and for replacements of equipment made in the ordinary course of business, Borrower will not further sell, assign, pledge, lease or otherwise transfer or encumber the Equipment or any interest therein without the prior written consent of Lender; and Borrower will keep the Equipment free from any adverse lien, security interest, or encumbrance other than those stated in Exhibit C. Without limitation or qualification of the foregoing, Borrower shall immediately deliver to Lender all proceeds (cash or non-cash) resulting from any sale, assignment, pledge, lease or other transfer of any part of the Equipment, unless, in respect to each such transfer, Lender shall have agreed otherwise in writing.

(b) Assembly of the Equipment. Upon default hereunder and the acceleration of the indebtedness secured hereby pursuant to the provisions hereof, Lender may at its discretion require Borrower to assemble the Equipment and make

UNOFFICIAL COPY

Property of Cook County Clerk's Office

010317 114

# UNOFFICIAL COPY

it available to Lender at a place designated by Lender which is reasonably convenient to both parties.

(c) Notice of Sale. Lender shall give Borrower notice, by certified mail, postage prepaid, of the time and place of any public sale of any of the Equipment or of the time after which any private sale or other intended disposition thereof is to be made, by sending notice to Borrower at least ten (10) days before the time of the sale or other disposition, which provisions for notice Borrower and Lender agree are reasonable; provided, however, that nothing herein shall preclude Lender from proceeding as to both real and personal property in accordance with Lender's rights and remedies in respect of the real property as provided in Section 9-501(4) of Chapter 26 of the Illinois Revised Statutes.

(d) Payment of Lender's Expenses. Borrower shall reimburse Lender for all reasonable costs, charges and fees, including reasonable attorneys' fees, incurred by Lender in preparing and filing security agreements, extension agreements, financing statements, continuation statements, termination statements and chattel searches.

(e) Representations and Remedies. The Equipment described herein shall be considered for all purposes a part of the Mortgaged Premises as described herein; all representations and covenants contained in this Mortgage made by Borrower, including representations of title, shall be deemed as having been made with reference to the Equipment; all agreements, undertakings and obligations of Borrower stated herein shall apply to the Equipment, including without limitation, obligations regarding insurance, freedom from adverse lien or encumbrance, repair and maintenance; and all remedies of the Lender in the event of any default by Borrower under the items of this Mortgage or any other instrument evidencing or securing the indebtedness secured hereby shall be available to the Lender against the Equipment.

5.2 Financing Statement. This Mortgage also constitutes a financing statement for the purpose of Section 9-402 of the Illinois Uniform Commercial Code (Illinois Revised Statutes, Chapter 26) and shall constitute a "fixture filing" under such statutes and shall be filed in the real estate records of Cook County, Illinois.

(1) Name of Debtor:

Palmer Building, L.L.C.  
c/o Josef Davis

Debtor's Mailing Address:

ManayCare  
~~2242 North Kedzie~~ 3553 W. Peterson  
Chicago, Illinois Suite 300  
60659

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/27

# UNOFFICIAL COPY

Address of Property: Woodbridge Nursing Pavilion  
2242 North Kedzie Avenue  
Chicago, Illinois

Name of Secured Party: LaSalle National Bank,  
a national banking corporation

Address of Secured Party: 120 South LaSalle Street  
Chicago, Illinois 60603

(2) This financing statement covers the following types or items of property: the property described in Section 5.1 of this instrument; and all other items of personal property now or at any time hereafter owned by Borrower or Beneficiary and used in connection with the Mortgaged Premises.

(3) Some of the above goods are or are to become fixtures on the real property described herein. Borrower is the record owner of the real property described herein upon which the foregoing fixtures and other items and types of property are located.

## 6. EVENTS OF DEFAULT; REMEDIES.

6.1 Defaults. If any one or more of the following events of default (herein collectively called "Events of Default" and each is separately called an "Event of Default") shall occur, all indebtedness secured hereby, including, without limitation, the whole of the principal sum remaining unpaid under the Note, together with all accrued interest thereon, shall at the option of Lender become immediately due and payable without notice or demand, and may be recovered at once, by foreclosure or otherwise:

(1) The failure by Borrower to make any payment of principal or interest under the Note or this Mortgage, or of any deposit required under Sections 3.2 or 3.3 hereof, or of any other payment required to be made hereunder or under any of the other Loan Documents, in any case when the same becomes due and payable, and such failure shall continue for five (5) days after the date when due; or

(2) If Borrower shall fail to pay the entire outstanding Indebtedness on the Maturity Date;

(3) Other than as set forth in Section 6.1(a) and (b) above, if Borrower shall fail to perform any of its covenants, agreements and obligations under this Mortgage or any of the other Loan Documents and if Borrower continues not to perform such covenants, agreements and obligations (i) on the date when due with respect to covenants, agreements, and obligations involving the payment of money (other than principal and interest), or (ii) for a period of thirty (30) days with respect to nonmonetary covenants, agreements and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000



# UNOFFICIAL COPY

obligations (provided, however, that if such nonmonetary Default is susceptible of cure but cannot by the use of reasonable efforts be cured within such thirty (30) day period, such Default shall not constitute an Event of Default if and so long as Borrower has commenced to cure such Default within such thirty (30) day period and thereafter is proceeding to cure such Default continuously and diligently in Lender's reasonable judgment, and such Default, in any event, is cured not later than ninety (90) days after the occurrence of such Default), as the case may be;

(4) If at any time or times hereafter any material representation or warranty contained in this Mortgage is untrue or incorrect in any respect, or (ii) any Loan Document is materially untrue or incorrect when made (or remade as specified herein);

(5) The occurrence of any one or more of the following events shall constitute an Event of Default:

(a) Borrower or Beneficiary fails to pay when due any payment required under any of the Loan Documents including but not limited to payment required by reason of an exercise of any right of acceleration by Lender under the Loan Documents.

(b) Borrower or any Guarantor fails or is in default in the observance or performance of any of the representations, warranties, covenants, or agreements contained in any of the Loan Documents, or in any documents and instruments executed in connection with the Loan and such failure or default continues for a period of thirty (30) days after written notice to Borrower.

(c) Any material representation or warranty of Borrower, Borrower or any Guarantor set forth in any of the Loan Documents, any of the documents and instruments executed in connection with the Loan Documents, or in any other documents or instruments furnished Bank in connection with the Loan, at any time, shall prove to have been false or incorrect, when made, in any material respect.

(d) Borrower or any Guarantor shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay debts as they become due, or shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, state or federal, or shall file any answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Borrower or any Guarantor as the case may be, or any substantial portion of any of its assets, proper ties, or business unless dismissed within sixty (60) days of filing.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01512470

# UNOFFICIAL COPY

(e) Any license, permit or other governmental approval requisite to Borrower's business is refused, revoked or amended, with the result that Borrower's or the business operations are materially adversely affected or any order, judgment, or decree is entered in any proceeding against Borrower which, in Lender's opinion, reasonably arrived at, will require that Borrower divest itself of any substantial portion of its assets, business, or properties, and such order, judgment, or decree remains unbonded or undismissed for more than thirty (30) days after entry, or, in any case, if Borrower or any Guarantor shall fail to pay any one or more judgments or attachments against any one or more of them in excess of \$50,000 in the aggregate at any time outstanding excepting judgments as to which an insurance settlement satisfactory to Bank has been obtained.

(f) Borrower or Tenant is in default in the payment or performance of any unsecured obligation for borrowed money or payable in installments or any obligation secured by any mortgage, pledge, title retention agreement, lease, security agreement, lien, charge, or encumbrance with respect to any of the assets, business, or properties of Borrower or Tenant, and the holder of such obligation declares the same due and payable in full prior to its scheduled maturity by reason of such default if such default would materially adversely affect ability to pay.

(g) Two or more Guarantors shall die or any corporate Guarantor shall fail to maintain its corporate existence or any limited liability company guarantor shall cease to maintain its existence.

6.2 Remedies. Without limitation of the foregoing provisions of this Section 6 or of any other provision hereof or of any other Loan Document, upon the occurrence of an Event of Default and at any time thereafter, Lender shall have the right, at its option and without notice, without waiving or releasing Borrower from any of its obligations hereunder, to exercise any or all of the following remedies:

(1) Acceleration. Lender may declare the principal balance remaining unpaid under the Note, together with all accrued interest thereon and all other indebtedness secured hereby (including without limitation the Prepayment Premium provided for in the Note), immediately due and payable.

(2) Foreclosure. Lender may foreclose this Mortgage to collect all or any part of the indebtedness secured hereby, by instituting a foreclosure action in any court having jurisdiction. Lender shall have the right to purchase the Mortgaged Premises at any foreclosure sale.

(3) Offset Rights. Lender may apply in satisfaction of the indebtedness secured hereby or any amount at any time to become due or payable in connection with the ownership, occupancy, use, restoration or repair of the Mortgaged Premises, any deposits or other sums credited by or due from Lender to Borrower, including, without limitation,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

025100002

# UNOFFICIAL COPY

insurance proceeds, proceeds of condemnation and funds held in escrow pursuant to Sections 3.2 and 3.3 hereof.

(4) Care of Default. Without releasing Borrower from any obligation hereunder or under any of the Loan Documents, Lender shall have the right to cure any Event of Default. In connection therewith, Lender may enter upon the Mortgaged Premises and may do such acts and things as Lender deems necessary or desirable to protect the Mortgaged Premises or the leases thereof, including, without limitation:

(a) paying, purchasing, contesting or compromising any encumbrance, charge, lien, claim of lien, taxes or other charges or liabilities against the Mortgaged Premises;

(b) paying any insurance premiums; and

(c) employing counsel, accountants, contractors and other appropriate persons to assist Lender in the foregoing; and all monies expended by Lender in connection therewith (including, but not limited to, reasonable attorneys' fees and costs) shall become immediately due and payable by Borrower, with interest as described in Section 6.3 hereof until paid, and shall be secured by this Mortgage.

(5) Possession of Mortgaged Premises. Lender shall have the right to take physical possession of the Mortgaged Premises and of all books, records, documents and accounts relating thereto and exercise, without interference from Borrower or Beneficiary, any and all rights which Borrower has with respect to the Mortgaged Premises, including, without limitation, the right, at Borrower's expense, to rent and lease the same and to hire a professional property manager for the Mortgaged Premises. If necessary to obtain possession as provided for herein, Lender may, without exposure to liability from Borrower or any other persons, invoke any and all legal remedies to dispossess Borrower and Beneficiary, including, without limitation, one or more civil actions for forcible entry and detainer, trespass and restitution. In connection with any action taken by Lender pursuant to this Subsection 6.2(5), Lender shall not be liable for any loss sustained by Borrower or Beneficiary resulting from any failure to let the Mortgaged Premises or from any other act or omission of Lender in managing the Mortgaged Premises unless caused by the willful misconduct, gross negligence or bad faith of Lender, nor shall Lender be obligated to perform or discharge any obligation, duty or liability under any lease or by reason of any Loan Document. Except for liability caused by Lender's (or its agent's) wilful misconduct, gross negligence, or bad faith, Borrower hereby agrees to indemnify, hold harmless and defend Lender from and against any liability, loss or damage incurred by Lender under any lease or under any of the Loan Documents as a result of Lender's exercise of rights, powers, options, elections or remedies under any of the Loan Documents. Should Lender incur any such liability, the amount thereof shall be secured hereby and Borrower shall reimburse Lender therefor immediately upon demand. Lender shall have full power to make

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10-10-1999

# UNOFFICIAL COPY

from time to time all alterations, renovations, repairs and replacements to the Mortgaged Premises as may seem appropriate to Lender.

(6) Appointment of a Receiver. Upon application to a court of competent jurisdiction, Lender shall be entitled, after the service of any appropriate notice required under applicable law, to the appointment of a receiver for the Mortgaged Premises, without notice, without regard to the solvency or insolvency of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Mortgaged Premises, whether the same shall be then occupied as a homestead or not, and Lender may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Mortgaged Premises and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Premises, to the fullest extent permitted by law. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness and other sums secured hereby or by any order or judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such order or judgment, provided such application is made prior to the foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

(7) Uniform Commercial Code Remedies. Lender may exercise any and all rights of a secured party with respect to the Equipment described in Section 5.1 hereof provided under the Illinois Uniform Commercial Code.

(8) Subrogation. Lender shall have and may exercise all rights, powers, privileges, options and remedies of any person, entity or body politic to whom Lender renders payment or performance in connection with the exercise of its rights and remedies under the Loan Documents, including without limitation any rights, powers, privileges, options and remedies under any mechanic's or vendor's lien or liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Mortgaged Premises, to the extent that the sums are paid or discharged pursuant to Subsection 6.2(4) or from the proceeds of the Note, whether or not released of record.

(9) Other. Lender may take such other actions or commence such other proceedings as Lender deems necessary or advisable to protect its interest in the Mortgaged Premises and its ability to collect the indebtedness secured hereby as are available under applicable laws, ordinances and rules of courts having jurisdiction.

(10) Mortgagee in Possession. Nothing herein contained shall be construed as constituting the Lender a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Premises by Lender.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02/22/2019



# UNOFFICIAL COPY

6.3 Sums Received by Lender. All sums received by Lender under Section 6.2 above, less all costs and expenses incurred by Lender under Section 6.2, including, without limitation, reasonable attorneys' fees and disbursements, property management fees, costs of alterations, renovations, repairs and replacements made or authorized by Lender and all expenses incident to Lender taking possession of the Mortgaged Premises, and such sums as Lender deems appropriate as a reserve to meet future expenses of the Mortgaged Premises, shall be applied to the indebtedness secured hereby in inverse order of maturity. Thereafter, any balance shall be paid to the person or persons legally entitled thereto.

6.4 Fees and Expenses; Distribution of Foreclosure Sale Proceeds. If Lender shall incur or expend any sums, including reasonable attorneys' fees, in connection with any action or proceeding to sustain the lien of this Mortgage or its priority, or to protect or enforce any of Lender's rights hereunder, or to recover any indebtedness secured hereby, or on account of its being Lender hereunder or its making the loan evidenced by the Note, including without limitation Lender's participation in any bankruptcy proceeding commenced by or against Borrower or Beneficiary, all such sums shall become immediately due and payable by Borrower with interest thereon as described in Section 6.6 hereof. All such sums shall be secured by this Mortgage and be a lien on the Mortgaged Premises prior to any right, title, interest or claim in, to or upon the Mortgaged Premises attaching or accruing subsequent to the date of this Mortgage. Without limitation of the generality of the foregoing, in any civil action to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the order or judgment for sale all costs and expenses which may be paid or incurred by or on behalf of Lender or the holder of the Note for reasonable attorneys' fees, appraisers' fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Premises, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies and commitments therefor, Certificates of Title issued by the Registrar of Titles (Torrrens certificates), and similar data and assurances with respect to title as Lender or holders of the Note may deem to be reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to or value of the Mortgaged Premises or for any other reasonable purpose. The amount of any such costs and expenses which may be paid or incurred after the order or judgment for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the order or judgment for sale.

6.5 Lender's Exercise of Rights.

(1) Effect of Modification. If Lender in one or more instances: (i) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Mortgage; (ii) takes other or additional security for the payment thereof; (iii) waives or fails to exercise any right granted herein or under the Note or in any other Loan Document; (iv) grants, with or without consideration, any release from the lien of this Mortgage or other Loan Document of the whole or any part of the security held for the payment of indebtedness secured hereby (whether or not such security is the property of

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02/20/2020

# UNOFFICIAL COPY

Borrower or others); (v) agrees to any amendment or modification of any of the terms and provisions hereof or of the Note or of any other instrument securing the Note; then and in any such event, any such act or omission to act shall not: (a) release Borrower or any comakers, sureties or guarantors of this Mortgage or of the Note from any covenant of this Mortgage or the Note or any other Loan Document, nor (b) preclude Lender from exercising any right, power, privilege, option or remedy granted herein or in any other Loan Document or so intended to be granted upon the occurrence of any Event of Default or otherwise, nor (c) in any way impair or affect the lien or priority of the lien of this Mortgage unless otherwise specifically provided in a written agreement executed and delivered by Lender.

(2) Remedies Not Exclusive. No right, power, privilege, option or remedy of Lender under this Mortgage, the Note or any other Loan Document shall be exclusive of, but shall be in addition to, every other right, power, privilege, option and remedy under this Mortgage and the Note and every other right, power, privilege, option and remedy now or hereafter existing at law or in equity. Every such right, power, privilege, option and remedy may be exercised concurrently or independently, and when and as often as may be deemed expedient by Lender. No delay in exercising or omission to exercise any right, power, privilege, option or remedy accruing on any default shall impair any such right, power, privilege, option or remedy or shall be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. A waiver of any of the terms, covenants, conditions or provisions hereof, or of the Note or of any other instrument given by Borrower to secure the indebtedness secured hereby, shall apply to the particular instance and at the particular time only; and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Mortgage, the Note and of such other instruments shall survive and continue to remain in full force and effect.

6.6 Interest on Advances. If Lender makes any advances hereunder (exclusive of advances of principal evidenced by the Note), Lender will promptly notify Borrower of such advances and the amounts so advanced shall become immediately due and payable with interest at the rate per annum specified in the Note applicable to a period when an uncured Event of Default has occurred. The failure of Lender to give the notice contemplated by this Section 6.6 shall not affect the securing by this Mortgage of those amounts so advanced.

6.7 Valuation and Appraisal. Borrower shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws", whether now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Borrower hereby waives the benefit of all such laws. Borrower for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold in one parcel as an entirety or in such parcels, manner or order as the Lender in its sole discretion may elect.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/20 10:00 AM

# UNOFFICIAL COPY

6.8 Release and Waiver of Homestead and Right of Redemption. To the fullest extent allowed by applicable law, Borrower hereby releases and waives: (i) any and all rights under and by virtue of the homestead exemption laws of the State of Illinois; (ii) all rights to retain possession of the Mortgaged Premises after an Event of Default; and (iii) any and all rights of redemption from sale under any order or judgment of foreclosure of this Mortgage or under any sale or statute or order, decree or judgment of any court relating to this Mortgage, on behalf of itself and each and every person acquiring any interest in or title to any portion of the Mortgaged Premises, it being the intent hereof that any and all such rights of redemption of Borrower and of all such other persons are and shall be deemed to be hereby waived to the maximum extent and with the maximum effect permitted by the provisions of the Illinois Mortgage Foreclosure Law, including without limitation Sections 15-1601 and 15-1602 thereof and any other applicable sections thereof, and to the maximum extent and with the maximum effect permitted by the provisions of all other applicable laws or by any successor or replacement statutes.

## 7. GENERAL.

7.1 Modification. No change, amendment, modification, waiver, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by all of the parties hereto or their respective successors and assigns.

7.2 Notices. All notices, demands and requests given or required or desired to be given hereunder by Borrower or Lender shall be in writing and shall be delivered in person or by overnight express delivery or by United States certified mail, return receipt requested, postage prepaid, as follows:

If to the Borrower: Palmer Building, L.L.C.  
c/o Josef Davis  
ManagCare  
3553 West Peterson, Suite 300  
Chicago, Illinois 60659

With a copy to  
Borrower's Counsel: Winston & Strawn  
30 South Wacker Drive  
29th Floor  
Chicago, Illinois 60606-7484  
Attn: Albert Milstein, Esq.

If to the Lender: LaSalle National Bank  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attn: Jeffrey D. Steele  
Senior Vice President

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

# UNOFFICIAL COPY

With a copy to  
Lender's counsel:

Ross & Hardies  
150 North Michigan Avenue  
Suite 2500  
Chicago, Illinois 60601-7567  
Attn: Elizabeth L. Corey, Esq.

or to such other addresses as Borrower or Lender may from time to time designate by written notice given as herein required. All notices and copies thereof shall be sent or delivered by the same means of transmission.

Notices, demands and requests given by certified mail as aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) days after the time such notice, demand or request shall be deposited in the mails. Notice sent by overnight express delivery service shall be deemed served or given on the first (1st) business day following the date such notice is delivered to the carrier.

7.3 Definition of Terms. Whenever used in this instrument, unless the context shall otherwise clearly require, the term "Borrower," the term "Beneficiary" and the term "Lender" shall include their legal representatives, successors and assigns, as the case may be, of Borrower, Beneficiary and Lender, and all persons claiming by, through, or under Borrower, Beneficiary or Lender; the term "person" shall include any individual, partnership, corporation, trust, unincorporated association or government, or any agency or political subdivision thereof, or any two or more of the foregoing acting in concert; the singular shall include the plural, and the plural, the singular; and the gender used shall include the other genders.

7.4 Releases. The right is hereby reserved by Lender to make partial release or releases of the Mortgaged Premises or of any other security held by Lender with respect to all or any part of the indebtedness secured hereby, without notice to, or the consent, approval or agreement of, other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this Mortgage on the portion of said Mortgaged Premises not so released.

7.5 Successors and Assigns. Subject to and without limiting the provisions herein restricting or limiting Borrower's right of assignment and transfer, all of the terms, covenants, conditions and agreements herein set forth shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns, as the case may be, of the parties hereto.

7.6 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof shall not merge in fee simple title to the Mortgaged Premises, it is hereby understood and agreed that should Lender acquire any additional or other interests in or to the Mortgaged Premises or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof

UNOFFICIAL COPY

Property of Cook County Clerk's Office

20250128



# UNOFFICIAL COPY

shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

7.7 Assignment by Lender. Lender may assign all or any portion of its interest hereunder and its rights granted herein and in the Note to any person, trust, financial institution or corporation as Lender may determine; and upon such assignment, such assignee shall thereupon succeed to all the rights, interests and options of Lender herein and in the Note contained. Until advised in writing of the transfer of the Note and of Lender's interest in this Mortgage, Borrower shall regard Lender named on page 1 hereof as the holder of the Note and as the mortgagee herein, and shall make payments accordingly and be protected in doing so.

7.8 Applicable Law. This Mortgage shall be governed by the laws of the State of Illinois, which laws shall also govern and control the construction, enforceability, validity and interpretation of this Mortgage.

7.9 Severability. In the event that any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable or contrary to law, the remaining provisions of this Mortgage and the application of such provision or provisions to other persons or circumstances shall not be affected thereby and shall be fully effective and enforceable to the extent permitted by law.

7.10 No Partnership. Borrower acknowledges and agrees that in no event shall Lender be deemed to be a partner or joint venturer with Borrower. Without limitation of the foregoing, Lender shall not be deemed to be such a partner or joint venturer on account of its becoming a Lender in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document securing any portion of the indebtedness secured hereby or otherwise.

7.11 Subrogation. In the event the proceeds of the loan made by Lender to Borrower, or any part thereof, or any amount paid out or advanced by Lender, shall be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Premises or any part thereof, then the Lender shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

7.12 Headings. Paragraph and section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this instrument.

7.13 Conflict. In the event of any conflict or inconsistency between the terms and provisions of this Mortgage and the terms and provisions of any other Loan Document (excluding the Note), the terms and provisions of this Mortgage shall control.

7.14 Incorporation of Other Documents. It is acknowledged and agreed that the indebtedness secured hereby is, in addition to this Mortgage, secured by the other "Loan

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/16

# UNOFFICIAL COPY

Documents", as such term is defined in the Note. Borrower covenants and agrees that all the terms, covenants, conditions, representations, obligations and provisions of the Note and the other Loan Documents are, by this reference, adopted and incorporated into this Mortgage to the same full extent and with the same binding force and effect as if all such terms, covenants, conditions, representations, obligations and provisions were herein stated in full, and Borrower will pay, perform, and observe, or cause to be paid, performed and observed, all the terms, covenants, conditions, representations, obligations and provisions of the Note and the other Loan Documents, it being the express intent that each of the Note, and the other Loan Documents complement and supplement one another to the extent necessary or required to protect, preserve and confirm the rights, powers and remedies of Lender in respect of the indebtedness secured hereby and that any default under this Mortgage, or the other Loan Documents shall also be a default under all of such documents.

7.15 Waiver of Jury Trial. BORROWER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE NOTE, THIS MORTGAGE, OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER.

## 8. POSSESSION AND DEFEASANCE.

8.1 Possession. Until the occurrence of an Event of Default and except as otherwise expressly provided to the contrary, Borrower shall retain full possession of the Mortgaged Premises, subject, however, to all of the terms and provisions of the Loan Documents.

8.2 Defeasance. If all of the indebtedness secured hereby is paid as the same becomes due and payable and if all of the covenants, warranties, conditions, undertakings and agreements made in the Loan Documents are kept and performed, then in that event only, all rights under the Loan Documents shall terminate and the Mortgaged Premises shall become wholly clear of the liens, grants, security interests, conveyances and assignments evidenced hereby, and Lender shall release or cause to be released, such liens, grants, assignments, conveyances and security interests in due form at Borrower's cost, and this Mortgage shall be void. Recitals of any matters or facts in any instrument executed by Lender under this Section 8 shall be conclusive proof of the truthfulness thereof. To the extent permitted by applicable law, such an instrument may describe the grantee as "the person or persons legally entitled thereto". Lender shall not have any duty to determine the rights of persons claiming to be rightful grantees of any of the Mortgaged Premises.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

When the Mortgaged Premises have been fully released, such release shall operate as a reassignment of all future rents, issues and profits of the Mortgaged Premises to the person or persons legally entitled thereto, unless such release expressly provides to the contrary.

## 9. INDEMNIFICATION.

In addition to any other indemnifications provided herein, or in the other Loan Documents, Borrower shall protect, defend, indemnify and save harmless Lender from and against all liabilities, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements), imposed upon or incurred by or asserted against Lender (except to the extent caused by the wilful misconduct, gross negligence or bad faith of Lender or its agents) by reason of (a) ownership of this Mortgage, the Mortgaged Premises or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Mortgaged Premises or any part thereof or on adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Borrower to perform or comply with any of the terms of this Mortgage; (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Premises or any part thereof; (f) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any Hazardous Substance or Asbestos or medical waste on, from, or affecting the Mortgaged Premises or any other property; (g) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Substance or Asbestos or medical waste; (h) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Substance or Asbestos or medical waste; (i) any violation of the Environmental Laws or any other law or regulation, which are based upon or in any way related to such Hazardous Substance or Asbestos or medical waste including, without limitation, the costs and expenses of any Remedial Work, attorneys' and consultants' fees and disbursements, investigation and laboratory fees, court costs, and litigation expenses; (j) any violation of any law, regulation, order or industry standard based upon or in any way related to the licensing or conduct of the Nursing Home, including, without limitation, the violation of any Medicare or Medicaid regulation; (k) any failure of the Mortgaged Premises to comply with any Access Laws; (l) any representation or warranty made in the Note, this Mortgage or the other Loan Documents being false or misleading in any respect as of the date such representation or warranty was made; (m) any claim by brokers, finders or similar persons claiming to be entitled to a commission in connection with any Lease or other transaction involving the Mortgaged Premises or any part thereof under any legal requirement or any liability asserted against Lender with respect thereto; and (n) the claims of any lessee of any or any portion of the Mortgaged Premises or any person acting through or under any lessee or otherwise arising under or as a consequence of any Lease. Any amounts payable to Lender by reason of the application of this Paragraph 9 shall be secured by this Mortgage and shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Lender until paid. The obligations

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02/13/2024

# UNOFFICIAL COPY

and liabilities of Borrower under this Paragraph 9 shall survive any termination, satisfaction or assignment of this Mortgage and the exercise by Lender of any of its rights or remedies hereunder, including, but not limited to, the acquisition of the Mortgaged Premises by foreclosure or a conveyance in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has executed and delivered this instrument as of the day and year first above written.

Palmer Building, L.L.C., an Illinois limited liability company

By: \_\_\_\_\_

Name: Bernard Hollander

Title:

By: \_\_\_\_\_

Name: Yosef Davis

Title:

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-09

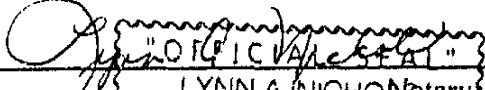


# UNOFFICIAL COPY

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 Bernard Hollander and Yosef Davis personally known to me to be the managers of PALMER BUILDING, L.L.C. 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 they signed and delivered the said instrument pursuant to authority given by the managers of said limited liability company, as their free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 10<sup>th</sup> day of July, 1995.

  
\_\_\_\_\_  
"OFFICIAL SEAL"  
LYNN A. NICHOL, Notary Public  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/12/97

My Commission expires:

\_\_\_\_\_

Property of Cook County Clerk's Office

95.161216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

## EXHIBIT A

### MORTGAGED PREMISES

LOTS 2, 3 AND 4 IN BLOCK 6 IN SHIPMAN, BILL AND MERRILL'S SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 2242 North Kedzie Avenue, Chicago, Illinois

PIN Nos. 13-35-217-015-0000 (Lot 2); 13-35-217-016-0000 (Lot 3); and 13-35-217-017-0000 (Lot 4).

Property of Cook County Clerk's Office

95461216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

03/27/2025

# UNOFFICIAL COPY

EXHIBIT B

DESCRIPTION OF COLLATERAL

SEE GRANTING CLAUSES OF MORTGAGE

[Intentionally Omitted.]

Property of Cook County Clerk's Office

95461216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/07/24

# UNOFFICIAL COPY

## EXHIBIT C

### LIST OF PERMITTED TITLE EXCEPTIONS

1. General Real Estate Taxes for the second installment of 1994 and subsequent years, not yet due and payable.
2. Lease Agreement dated as of July 1, 1995 between Palmer Building, L.L.C. and Woodbridge Building, L.L.C.
3. Lease Agreement dated as of July 1, 1995 between Woodbridge Building, L.L.C. and Woodbridge Nursing Pavilion, Ltd.

Property of Cook County Clerk's Office

95481216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/20



# UNOFFICIAL COPY

## EXHIBIT D

### OPERATING LEASES

Lease Agreement dated as of July 1, 1995 between Woodbridge Building, L.L.C. as Sublessor and Woodbridge Nursing Pavilion, Ltd. as Operating Tenant.

Lease Agreement dated as of July 1, 1995 between Palmer Building, L.L.C. as Landlord and Woodbridge Building, L.L.C. as Tenant.

Property of Cook County Clerk's Office

95361216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2018

# UNOFFICIAL COPY

EXHIBIT E

REPAIRS AND REPLACEMENTS

Property of Cook County Clerk's Office

95461216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01/11/10

# UNOFFICIAL COPY

## MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

### TABLE OF CONTENTS

1.	<u>GRANTING CLAUSES</u> . . . . .	1
2.	<u>REPRESENTATIONS AND COVENANTS</u> . . . . .	4
	2.1 Title to Mortgaged Premises . . . . .	4
	2.2 Due Organization, Authority . . . . .	4
	2.3 Execution, Delivery and Effect of Loan Documents . . . . .	4
	2.4 Other Obligations . . . . .	4
	2.5 Licenses and Permits . . . . .	5
	2.6 Compliance with Laws . . . . .	5
	2.7 Construction and Completion of Improvements . . . . .	5
	2.8 Independence of the Mortgaged Premises . . . . .	5
3.	<u>BORROWER'S COVENANTS OF PAYMENT AND OPERATION</u> . . . . .	5
	3.1 Performance of Covenants in Loan Documents . . . . .	5
	3.2 Payment of Taxes and Tax Deposits . . . . .	6
	3.3 Insurance and Insurance Deposits . . . . .	7
	3.4 Maintenance, Repairs and Restoration; Compliance with Laws . . . . .	10
	3.5 Sale, Assignment, Further Encumbrance and Other Liens and Charges . . . . .	11
	3.6 Impairment of Security . . . . .	15
	3.7 Lease Conditions and Assignment of Leases and Rents . . . . .	16
	3.8 Books and Records; Financial Statements . . . . .	17
	3.9 Management and Use of Premises; Licenses; Compliance with Laws; Prohibition of Certain Liens . . . . .	18
	3.10 Taxes on Lender . . . . .	18
	3.11 Use of Loan Proceeds . . . . .	19
	3.12 Recorded Instruments . . . . .	20
	3.13 Indemnity; Payment of Charges . . . . .	20
	3.14 Estoppel Certificate . . . . .	20
	3.15 Additional Acts, Etc . . . . .	20
	3.16 Management; Subordination of Property Manager's Lien . . . . .	21
	3.17 Hazardous Substances; Medical Waste . . . . .	21
	3.18 Asbestos . . . . .	22
	3.19 Environmental Monitoring . . . . .	22
4.	<u>CONDEMNATION AND EMINENT DOMAIN</u> . . . . .	24

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01/20/2024

# UNOFFICIAL COPY

5.	<u>SECURITY AGREEMENT; FINANCING STATEMENT</u> . . . . .	24
5.1	Security Agreement . . . . .	24
5.2	Financing Statement . . . . .	26
6.	<u>EVENTS OF DEFAULT; REMEDIES</u> . . . . .	27
6.1	Defaults . . . . .	27
6.2	Remedies . . . . .	29
6.3	Sums Received by Lender . . . . .	31
6.4	Fees and Expenses; Distribution of Foreclosure Sale Proceeds . . . . .	32
6.5	Lender's Exercise of Rights . . . . .	32
6.6	Interest on Advances . . . . .	33
6.7	Valuation and Appraisalment . . . . .	33
6.8	Release and Waiver of Homestead and Right of Redemption . . . . .	33
7.	<u>GENERAL</u> . . . . .	34
7.1	Modification . . . . .	34
7.2	Notices . . . . .	34
7.3	Definition of Terms . . . . .	35
7.4	Releases . . . . .	35
7.5	Successors and Assigns . . . . .	35
7.6	No Merger . . . . .	35
7.7	Assignment by Lender . . . . .	36
7.8	Applicable Law . . . . .	36
7.9	Severability . . . . .	36
7.10	No Partnership . . . . .	36
7.11	Subrogation . . . . .	36
7.12	Headings . . . . .	36
7.13	Conflict . . . . .	36
7.14	Incorporation of Other Documents . . . . .	36
7.15	Waiver of Jury Trial . . . . .	37
8.	<u>POSSESSION AND DEFEASANCE</u> . . . . .	37
8.1	Possession . . . . .	37
8.2	Defeasance . . . . .	37
9.	<u>INDEMNIFICATION</u> . . . . .	38
10.	<u>LIMITATIONS ON LIABILITY</u> . . . . .	39
EXHIBIT A	MORTGAGED PREMISES . . . . .	41
EXHIBIT B	DESCRIPTION OF COLLATERAL . . . . .	42
EXHIBIT C	LIST OF PERMITTED TITLE EXCEPTIONS . . . . .	43

UNOFFICIAL COPY

Property of Cook County Clerk's Office

4/15/2016



# UNOFFICIAL COPY

EXHIBIT D	OPERATING LEASES . . . . .	44
EXHIBIT E	REPAIRS AND REPLACEMENTS . . . . .	45

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01/20/2025