

#### 95130492

DEPT-01 RECORDING

**\$95.00** 

T#0012 TRAN 2747 02/24/95 11:07:00

#1189 # AH H-95-130492

COOK COUNTY RECORDER

#### MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

MORTCACE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT ("Nortgage"), is made as of January 30, 1995, by SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois not-for-profit corporation, whose address is 9101 South Exchange Avenue, Chicago, Illinois 60617 ("Borrower") for the benefit of SOUTH CHICAGO BANK, a state banking corporation, whose address is 9200 South Commercial Avenue, Chicago, Illingis 60617 ("Lender").

#### RECITALS

Borrower has executed and delivered to Lender that certain Secured Promissory Note in the principal amount of EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000.00) DOLLARS dated of even date herewith (the "Note") which Note contains provisions for acceleration in the event of default, matures as stated therein, provides for payment of interest as set forth therein, payment of costs of collection, including attorneys' fees in the event of default, waives demand, presentment for payment, protest, notice of nonrayment and protest, and the terms of which are hereby incorporated by reference and

THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

Donna M. Shaw Schwartz & Freeman Suite 1900 401 North Michigan Avenue Chicago, Illinois 60611

Recorder's Box No.

STREET ADDRESS:

8640 South Chicago Avonue Chicago, Illinois

PERMANENT TAX INDEX NUMBERS:

20-36-423-026 20-36-423-027 20-36-423-062 20-36-423-033 20-36-423-034 20-36-423-035 20-36-423-036 20-36-423-037

20-36-423-038

#### 95130492



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### MUNICAUL, ASSIGNMENT OF STATE AND DEASER AND SECURITY ASSOCIATED

THIS MONTGACE, ASSIGNMENT OF RENTS AND LEANES AND SECURITY AGREEMENT 10% (TA) of 1 made as of languary 10, 1395, by SOUTH EAST ALCOHOL AND 1886 ABUSE CHRICK, an illinor and for profit languarity, where the secret of 101 would finished a counce, which is nearly to the benefit of SOUTH CHICAGO BANE, a start bunking reference, whose a start of SOUTH CHICAGO BANE, a start bunking reference, whose a start of South Commorcial Avenue, third, illinors 59617 ("Lender")

#### RECETIONS

Borrower has executed and described to honder that certain Secured Promisery Note in the principal emount of RIGHT HUMDRED THOUSAND AND NO/100 (\$800,000.00) KanbakS sated of even date herewith (the "Pete") which ficte restatist provisions for acceleration in the event of default, matures as stated therein, provides for payment of interest as set term therein, payment of certain or collection, seed attorneys. Less in the event of default, maives demand, seed the terms of which are herey incorporated by retermone and and process, and the terms of which are herey incorporated by retermone and

THIS INSTRUMENT WAS PREPARED BY AND 1970M ANGEMENTING SHOULD BE RETURNED TO:

Deans M. Shaw Sulvecto & Freeman Luite 1900 16) Nexth Michigan Avenue Chicago, lilinois 6061

Recorder's Box Ma. 57

SURERT ADDRESS:

8640 South Chicago Avenue Chicago, \lillacis

PERMANENT TAX INDEX BUNBERS:

20 - 36 - 423 - 026 20 - 36 - 423 - 027 20 - 36 - 423 - 062 20 - 36 - 423 - 034 70 - 36 - 323 - 035 70 - 36 - 423 - 036 70 - 36 - 423 - 036 20 - 36 - 423 - 036

made a part hereof and a copy of which is attached hereto as Exhibit "A". NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE MAXIMUM AMOUNT OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED THE SUM OF FIVE MILLION AND NO/100 (\$5,900,000.00) DOLLARS.

NOW, THEREFORE, Borrower, in order to secure to Lender the (i) repayment of the indebtedness evidenced by the Note, together with interest, prepayment premiums, late charges and all other charges, as provided therein and herein, and (ii) the performance of the covenants, conditions and agreement contained herein and in the Loan Documents (as hereinafter defined), does hereby MORTGAGE, WARRANT, GRANT, BARGAIN, SELL, ALIENATE, CONVEY, CONFIRM AND ASSIGN all of borrower's fee simple interest and estate in the property legally described in Exhibit A attached hereto and by this reference wade a part hereof and located in Cook County, Illinois (the "Land") and all improvements thereon located at 8640 South Chicago Avenue in Chicago, Illinois; together with all buildings, structures and other improvements and chattels now on the Land or that may hereafter be erected or placed thereon which are owned by Borrower; also together with all surubbery and trees now growing or that hereafter may be planted or grown thereon; and also together with all crops and/or produce of any kind now growing or that may be hereafter growing, grown or produced upon said land or any part thereof; and also to the extent owned by Borrower, development rights or credits, oil, gas and mineral rights, air rights and water and water rights; also together with all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thorounto belonging to Borrower, including but not limited to all rights in any abutting public or private streets and alleys adjacent thereto including (all of which items are hereinafter referred to as the "Premises");

And all present and future rents, issues, rails, profits and proceeds (hereinafter referred to as the "Rents") of or from the premises (which are also hereby granted, sold, bargained and conveyed to Lender), the "Leases" and/or and the "Equipment" (both of which terms are hereinafter defined), howsoever occurring, existing, created or arising;

And all present and future leases, use agreements, agreements, tenancies, licenses and franchises (hereinafter referred to as the "Leases") of or from the Premises and/or the Equipment or in any way, manner or respect required, existing, used or useable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, and all deposits of money as advance rent under any or all of the Leases and all guaranties of lessees' performances thereunder;

And all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment and/or the Leases, or any part thereof,

Dade a park hereof and a cory of which is artached hereto an Tab fire at AT. Construction and anything anything companies hereing to the companies making amount of the expressioned succeed by this mattance shall mot freeen the sum of five million and notion (\$5,000,000,000) Dollars.

NOW, THEREFORE, Girraner, in order to secure to tender the (i) repayment of the indebtedness evidenced by the Mote, together with interest, prevayment premiums, law charges and all other charges, is provided therein and herein, and fift the performance al has alored beengduch unimerate been sectlibed (2.1660e) i sib to the Loid impuments its hereinafter detineth, does herchy MiRTOAGE, GARDART, GEART, BARGAIN SILL, ALIENATE, COBVEY. CORTERNAM AND ASSIGN all of Berrower's ten compte interest and estate in ine property togethy deserbed in the property this reference made a part hereof and located in Cook Toluty, Illinois the "Land"; and "11 isprovements thereon located at 8540 South Chicago Avenue, in chivago, telinois, together with all maildings, accumulates and other supportants but charteds now on the Land or that may hereafted to stucted or placed the on which are owned by sorrown: also together with all shrubbery and treus now growing or that hareefter may be planted or grown thereon, and also Logether with mil crops and/or produce of any hind now quewing or that may he hereafter drowing, drown or produced upon said land or any park thoreof; and also to the extent band by borrower, development rights or orbits, but, das and bineral rights, air rights and water and water rights; also together with all and sinquar the ways, ensuments, riparian and other ridute, and all tenementa, hereditaments and appurtentores thereinte belonding to Borrower. encluding but not similed to all rights in any abutting public or orivate streets and allows adjacent therein including (all of which items are hereinaiter referred to as the "Premises");

And all present our furure rents, issues, avails, prefixe and proceeds thurshallor referred to an the "Benta"; of our from the premises (which are also nereby granted, sold, bargained and conveyed to border), the "Lonaes" and/or and the "Equipment" (both of which terms are hereinafter defined), nowsoever occurring, oxisting, treated or arising:

and of present and future leases, use agreements, agreemants, renderines, livenses and franchises thereinafter referred to as the "Leases") of or from the Premises and/or the Equipment or In any way, manner or respect required, evisting, used or useable in connection with the Premises and/or the Equipment or the management, maintenance, operation or bisiness thereof and all deposits of money as advance rent mader any or all of the Lases and all and all guaranties of lesses; performances thereunder:

And all present and tatare judgments, swards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment and/or the Leases, or any part thereof,

under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) thereto;

And all present and future apparatus, machinery, equipment, (including but not limited to all heating, conditioning, plumbing, lighting, communications and elevator fixtures and expressly excluding all interior office equipment, interior office furniture and interior furnishings and files), and articles of personal property and accessions thereof and renewals and replacements thereof and substitutions therefor and other tangible property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or here itter located upon the Premises, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Premises and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, or usable connection with the present or future operation and occupancy of the Premises (hereinafter collectively called the "Equipment");

And all contract rights, with respect to, or which may in any way pertain to, the Premises or the business of the Borrower, including, without limitation, all refunds, rebates, security deposits, or other expectancy under or from any such account or contract right;

And all general intangibles with respect to, or which may in any way pertain to, the Premises or the business of the Borrower, including without limitation, any trade names, or other names under or by which the Premises may at any time be operated or known, the good will of the Borrower in connection therewith and the right of the Borrower to carry on business under my or all such name or names and any variant or variants thereof, insofar as the same may be transferable by the Borrower without breach of any agreement pursuant to which the Borrower may have obtained its right to use such name or names, and any and all trademarks, prints, labels, advertising concepts and literature;

And all present and future insurance policies in force or effect owned by Borrower, insuring the Premises, the Rents, the Leases or the Equipment;

And all proceeds of each and every of the foregoing.

TO HAVE AND TO HOLD the above described property, including, without limitation, the Premises, the Leases, the Equipment and the Rents (collectively, the "Mortgaged Property") unto Lender and its successors and assigns, forever, however, upon the terms, provisions and conditions herein set forth and hereby covenanting and agreeing to warrant and forever defend the Mortgaged Property

volue the power of eminent domain, or for any damage (whether caused by such taking or otherwise) thecore;

And all present and future apparatus, we because, equipment, fixcures (including out each limited to all beauty, elevatoristioning, planting out the commonications and elevatoristioning, out the commonications and elevatoristic traitures and represent the commonications and tiles, and interior office offices and tiles, and articles of presents the commonications there, and tiles, and and respective of the commonication there, and tiles, and transfer are commonicationed by the commonication of every kind and eather whatsoever owned by sorrower, or in which increases has a shall have an interest, now are usable in commention with the present or future classifion and commonication with the present or future classifion and supplies of any column what seever owned by Porrower, or in which supplies of any column what seever when the present or theretal or usable in connection with the present states and and sport the Presises, or appurtenences theretal or usable in connection with the present or follow sportion with the present or follows sportion and occupancy of the Plemisus (hereinatter sollectively relief and the Equipment');

and all contract rights, with respect to, or which may is any way perialn to, the Premises or the burrenss of the Barrower, facluding, without limitation, all refunds, rebates, security deposits, or other expectancy under or from any such account or contract right;

And all queeral intarquires with respect to, or which may in any way pertain (a) the Diemises or the business of the Borrower, way pertain without similation any trade names, or other tames under any by which the from see may at any time be operated or known, the good will of the borrower in connection therewith and the right of the borrower to carry on rusiness under one of all such name or names and acy variable of variants thereof, justiar as the name may be translaterable of the borrower without present of any agreement pursuant to which the Herrower may have obtained its right to say advertising connects and iterature; labels, advertising concepts and literature;

And all present and future insurance policies in lords or eitert award by Sorrower, insuring the Premises, the Rents, the Leases for the Duipment;

And all proceeds of each and every of the foregoing.

IG HAVE AND PO HARD the above described property, including, without flattation, the Premises, the Leases, the Equipment and the Restaures, the Equipment and the Restaures and the English Landow and accepted and avoiding forever, nowever, upon the terms, prove that accept and credit one herein not toth and bereby advanting and agreeing to warrant and forever defend the Mortgaged Ereparty

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unto Lender against every person whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, that upon full payment of the Note secured hereby plus all accrued, but unpaid, Interest, or extensions or renewals thereof, in whole or in part, and payment in full of Borrower's Liabilities (as hereinafter defined) and secured hereby, and Borrower faithfully and promptly having complied with and performed "Borrower's Obligations" to Lender, then Lender shall cancel this Mortgage of record and shall surrender this Mortgage.

This Mortgage shall operate as and constitute a Security Agreement from Borrower to Lender with respect to that portion of the Mortgaged Property constituting property or interests in property, whether real or personal, tangible or intangible, which are subject to the priority and perfection of security interest provisions of the Uniform Commercial Code of Illinois or any similar and applicable law, statute, code or other governing body of law. In addition Borrower hereby grants to Lender a continuing security interest in (i) that portion of the Mortgaged Property (as herein defined) constituting property or interests in property, whether real or personal, tangible or intangible, now owned or existing and hereafter acquired and arising, which are subject to the priority and perfection of security interest provisions of the Uniform Commercial Code of Illinois or any similar and applicable law, statute, code or other governing body of law; and (ii) the Equipment and all proceeds thereof to secure payment of the indebtedness and obligations secured by this Mortgage. event of a foreclosure sale, all property or interests in property, subject to the priority and perioclion of security interest provisions of the Uniform Commercial Code of Illinois or any similar and applicable law, statute, code or other governing body of law, may, at the option of Lender, be sold as a whole and it shall not be necessary to have present at the place of sale the property or any part thereof.

AND THIS INDENTURE FURTHER WITNESSETH:

#### 1. DEFINITIONS

means any and all of the following: (i) the payment of any and all monies, including, but not limited to, the payment, when due or declared due, of the principal sum of the Note, together with the interest described therein, now and/or hereafter owed or to become owing by Borrower to Lender under and/or pursuant to the terms and provisions of the Note; (ii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Borrower to Lender under and/or pursuant to the terms and provisions of this Mortgage or the Loan Documents; and (iii) the payment of any and all other debts,

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PROVIDED ALWAYS, that apon tell cayment of the Nove secured becervi plane and amount of the compandies of the extension of the entrance of the ent chesest, in whole of in part, and payment in full of Borrower's Chald have and hoveleast or during the east secured becomy, and began trees that Atta bellement because yit more the will attack commences "Borrowne e Obliquiline" to Leader, been Lealer anall cancel this Mortgage of record and shall surrender this Martgage. .

This Mortgage and operate un and constitute a Security Agroement from horrower to Lender with respect to that portion of the Mortgaged Property conditions in property or interests in property, whather read or personal, tanaible or intangible, union or subject To anciety the errors of the control of the erest resigned of the Uniform Commercial Gode of Thinnis or am amilar and applicable law! statutu, ands or other governing way of law. In addition derrower toreby quarts to bender a decounting security interest in it; thet port in of the Mestalled Pasperty (as herein defined; constitution proparty or interests in property, whether real or personal, tangible of intendible, and owned or existing and benedler angulated and stieled, welch are subject to the princity and perfection of security interest provisions of the uniform Commercial code of Illinois or any visitar and applicable haw, statute, code or other doverning body of laws and (if) the Caucipment and all proceeds the to secure payment of the indebtedness and obligations secured by this Fortgage, in the event of a foreclosure sale, all property or interests in property. subject to the priority and porterion of security inherest provisions of the Uniform Tommoreial Code of Illinois or any similar and applicable law, standtes, code or other governing body of law, may, at the option of Lender, he sold as a whole and the shall not be necessary to have present at the place of sale the property or any part thereof.

AND THIS INDENTINE FURTHER WITNESSETH:

#### DEFINITIONS

duerever used in this Montgage, "Horrower's stabilities" means any and all of the following: (i) the payment of any and all mon As including, but est impred to, the payment, when due or declared due, of the principal sum of the Mote, tegether with the interest described therein, now and/or hermatter owed or to become but and to be tower to facilities and an action pursuant to the terms and singlesions of the Mores (ii) are payment of any and all other debts, cialms, obligations, bemards, montes, finbilities and/or sadebic needs (of any and every kind or nature) now and/or hereafter owing, attring, we or payable from Borrower to Londer under and/or pursuant to the terms and provisions of this Mortipage of the hoan Documenta; and (Ili) the payment of any and all other debte,

liabilities obligations, demands, monies, claims, indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Borrower to Lender under any document or instrument securing or executed in connection with the Note, including that certain Construction Loan Agreement dated of even date herewith (the "Loan Agreement") executed by Lender and Borrower, that certain Environmental Indemnity Agreement dated of even date herewith executed by Borrower, and that certain Assignment of Rents and Leases dated of even date herewith executed by Borrower (hereinafter collectively referred to as the "Other Agreements"). (The Note, the Mortgage and the Other Agreements may be collectively referred to as the "Loan Documents.")

- 1.2 The term "Interest" as used herein means interest as provided for in the Note, including, without limitation, monthly interest on the principal balance thereof.
- means the prompt, full and faithful performance, discharge, compliance and cuservance by Borrower of each and every term, condition, warranty, representation, agreement, undertaking, covenant and provisions to be performed, discharged, observed or complied with by Borrower contained in the Loan Documents.
- 1.4 Wherever used in chis Mortgage, the term "and/or" means one or the other or both, or any one or all, of the things, events or persons or parties in connection with which the term is used.

#### 2. CONVEYANCE

- 2.1 To secure the payment of Scrrower's Liabilities and the performance of Borrower's Obligations, Borrower hereby does mortgage, warrant, grant, bargain, sell, allenate, convey, confirm, assign, pledge, set over, transfer, remise and release to Lender, its successors and assigns, forever, the Mortgaged Property for the purposes and uses set forth in this Mortgage.
- 2.2 Borrower, within ten (10) days after regiest by Lender therefor, will certify, in writing, to Lender, or to any proposed assignee of this Mortgage, the amount of principal and interest then owing and unpaid under the Note and whether Borrower has or asserts any offsets or defenses thereto.
- 2.3 Borrower, immediately upon request by Lender, at Borrower's sole expense, will or will cause to be made, executed and delivered to Lender, in form and substance acceptable to Lender, all documents and instruments that Lender is reasonably advised are and/or reasonably deems necessary or appropriate to evidence, document or conclude the transactions described in and/or contemplated by this Mortgage, the Note or the Other Agreements or required to perfect or continue perfected, as valid liens, the

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relationed, temands, mornes, limbilition and/bus inteligencess for any and every states a natural new and/or hereafter yer, aspens underest on revery and easily obtained to self-sense current spection and make as imparation of the companies of the property of the decision that the them well Hotel included that obstain department a tracel of the hyphenement theed at to a date threath the time of the appropriate boxer area by Leader and Buckeyers of the court of the control of the contro esem fath terresition committee by Burgaser, and that contain he turnered dates not estimated as a la coalche carnoa form a tout to dreampered by determine the election of the trunks to the termit to do the the "Other t your extension of the their land of the boat page and continue ("Etalineman page) be collectively interest to as the "form bookments.";

- 1.2 The torn "Interest" as used herein meany interest as provided for in the Mere, increasing edition limitation, monthly interest on the principal balance thereof.
- 1. A Where you used in this Martage, "Bury wor's oblightions" means the prompt, tall and talibid performance, discharge, compliance and every term, credition, mairianty, represention, adjoement, inductaking, coverant and provinting to be pertraged, anchorged, observed or compleed with by Borrower contained in the Loan Documents.
- ), a shoreness used in this Mortgage, the term "and or" means one or the ather or both, or any the of the things, events or persons or parties in connection which the term is used.

- 2.: To secure the payment of Hornewer's blabilities and the performance of Boscher's obtiquitors, Boscower hereby door norrogade, amerant, grant, burdent, attemene, convey, cuntirm, asside, predige, convey, careter, remise and release to Lender, is sucressors and release to Lender, the Sucressors and Eroperty for the purposes and yars set forth in this Mortgage.
- 2.2 Topyowor, within ton (10) days after request by Lendon therefore will contily, in writing, to lander, or to any proposed assigned of this martgage, the amount of exteripel and takenest them saying and unpaid under the Note and whether Burrawer has or asser's any offsets or defenses thereto.
- 2.3 Horrower, commediately upon request by Gender, at Borrowst's sole expense, will or will deuse to be made, executed and delivered to seemed in form and substance acceptable to hoder, all nonmone and instruments that hander is restonably advigored are and, or researchly during consensary or appropriate to evidence, document or conclude the transactions described in and/or contempiated by this Mortidage, the Hotel withe Other Agreements of inquiend to perfect or continue perfected, as valid liens, the

liens granted herein or in the Other Agreements by Borrower to Lender upon the Mortgaged Property.

#### 3. COVENANTS, WARRANTIES AND REPRESENTATIONS

- Borrower covenants with and warrants and represents to Lender as follows:
- Borrower promptly will pay, or cause to be (1)paid, when due or declared due, Borrower's Liabilities and Borrower will promptly, fully and faithfully perform, discharge, observe and comply with each and every of Borrower's Obligations.
- (11) Borrower now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to carry on the business of and operate the Mortgaged Property, to enter into, execute and deliver the Loan Documents to Lender, to encumber the Mortgaged Property to Lender as provided herein or in the Loan Documents and to perform all of Borrower's Obligations and to consummate all of the transactions described in or contemplated by the Loan Documents,
- The execution, delivery and performance by (III)Borrower of and under this Mortgage, the Note and the Loan Documents does not and will not constitute a violation of any applicable law and does not and will not conflict with or result in a default or breach of or indor or an acceleration of any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed, trust deed, trust agreement, note, judgment, order, award, decree or other restriction to which Borrower or any of the Mortgaged Property is or hereafter shall become a party or by which Borrower or any of the Mortgaged Property is or hereafter shall become bound or any law or regulatory provision now or hereafter affecting Borrower or any of the Mortgaged Property.
- Borrower has duly filed and shall continue timely to file all federal, state and other governmental tax and similar returns which Borrower is required by law to file with respect to the Mortgaged Property and the operation and business Borrower shall maintain adequate reserves in amount to fully pay all such liabilities which hereafter may accrue. thereof. All taxes and other sums which are shown to be payable have the right to contest any taxes, charges, or other sums levied, imposed, assessed or claimed due by any federal, state and other governmental agency; provided, however, Borrower shall proceed diligently in good faith to contest such tax, charge or other sum Borrower shall establish such reserves as Lender shall reasonably require to protect the Mortgaged Property.

isens greated herein or in the Other Agreements by Burrower to Lender upon the Mortgaged Property.

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- 3.1 Porrower coverants with and warrants and replesents to Leader as follows:
- (1) Forever properly will pay, or rause to repaid, when due or deciared due, horrower's Liabilities and Borrower and raithfully perform, discharge, abserve and comply such each and course of Surrower's Obligations.
- (11) Borrower and hereafter shall maintain she standing, right, power and isolul authority to own the Bortgapel of Property, to early as the resiness of and operate the Mortgaged Property, to eater ista, execute and deliver the Load Documents to the driver the Mortgaged Property to Lander as provided receipt to to encument the Mortgaged Property to Lander as provided receipt or in the Load Columner's and so partorn all at Borrower's Objections and to consuments all or the transactions described in or consemplated by the Loan Documents.
- liii The execution, detromy and performance by Sorrower of and under this Sorthele, the Note and the Loan Becoments aces not and will not conscioute a violation of any applicable taw and does not and will not conscioute a violation of any a default or breach of or under or an acceleration of any obligation axising, extering or readed or or under any agreement, instrument, more and theel, trust deed, trust appareement, note, to the deal of the solution to which sorrower as any or the translation to which sorrower as any or the say of the Mortgaged Sorrower at any or the solution of any property is at the Mortgaged Property is at the Mortgaged Property is not or any of the Mortgaged theory provision now or because hound or any law or required provision now or becaster atfecting Borrower or any of the Mortgaged the Mortgaged Property.
- circly to file and rearral, state and other governmental tax and similar casus as which sourceard is required by law to file with sespent to the worth government is required by law to file with thereof. All taxes and char sums which are shown to be payable three of the follower and teach and besiness to be returned to be not be timely and fully paid and sold such is ablit maintain at many reserves in amount to fully pay all such is abilities which hereafter may actrue. Sorrower, shall have the right to contest any taxes, anorque, or other sums deviced and extremely against appears to contest sold any lederal, state and other distributions of the proceed distribution and the contest such tax, charge or other sum of sold such that the contest such tax, charge or other sum of sold such taxes as bender shall proceed to sold such to seem as bender shall and the reserves as bender shall and the reserves as bender shall reasonably require to proceed the sold such to the seem of shall exceptive as a bender shall reasonably require to proceed the sold such to seem of shall seems as for the shall seems as for shall.

- of the Mortgaged Property are and shall at all times be in full force and effect. All of the Leases are and shall remain genuine, in all respects what they purport to be, free of set-offs, counterclaims or disputes, and valid and enforceable in accordance with their terms. Borrower has made no previous assignment of the Licenses, agreements or franchises, and Borrower agrees not to further assign or to otherwise encumber its interest in such Licenses, agreements or franchises during the term of this Mortgage. All parties to the Leases have and shall have the capacity to contract thereunder. Except for security deposits provided for under the Leases, and revealed by Borrower to Lender in writing, no advance payments have been or shall be made thereunder.
- proceeding pending or threatened which might, in any way, manner or respect, materially or adversely affect the Mortgaged Property, the operation or the business thereof, Lender's encumbrances thereon, the collectibility of the Note, the ability of Borrower to repay the Note or the financial condition of the Mortgaged Property or the operation or business thereof.
- (vii) Borrows and the Mortgaged Property possess and hold and shall maintain adequate properties, interests in properties, leases, licenses, franchises, rights and governmental and other permits, certificates, consents and approvals to conduct and operate the business of the Murtgaged Property.
- (viii) There does not exist and hereafter there shall not arise any default or breach of or under any agreement, instrument or document for borrowed mency by which the Mortgaged Property is bound or obligated, nor does for ower have any claims for set-off or defenses to the payment of such borrowed money.
- the Premises and the Equipment are and shall remain in compliance with all applicable laws, rules, ordinances and regulations, including, but not limited to, building and zoring laws, environmental laws and regulations and all covariants and restrictions of record.
- (x) Borrower is and shall remain in peaceful possession of and will forever warrant and defend the Mortgaged Property from and against any and all claims thereon or thereto of any and all parties.
- (xi) Borrower has no knowledge that the appraisal provided to Lender as a condition to the making of the loan evidenced by the Note was not prepared by the appraiser in accordance with, or does not fully complies with, all applicable

- of the sent requirements are not shall at all times be in full torce and offect. All of the house are and shall at all times be in full torce and offect. All of the houses are and shall remain quantum, in all compacts to be, free of set iffer counterclains an disputes, and resid and entricements in accordance with their terms. Sorrower has made no previous assignment of the licenses, equessed to of freech, see, one bettower agrees not conficted assume to its interest in such licenses, equesment, or transfers equamper its interest in such licenses, equesment. Or the community of this declares. All fitting to the confict declares have and shall have the respective to confict the confict approvided for under the bears, and revenient by Borrower to Lenger in wiffing, so advance payments have then as made thereinger.
- (vi) in there is no literation, appear, claim for proceeding porting of threatened which sight, in any way, manner or respect, materially of alversely of feel the Moregayot Praperty, the sparnion of the tuniness thereoff condends on umbrances thereoff the collectivities of the Note, the ability of Burrower to repay the Mote or the francial condition of the Mortgaged Property or the operation of the Mortgaged Property or the operation of the Mortgaged Property or
- (vi. borrower and the dericaged Property Semiss and noted and sed obtain admired projecties, is normals in properties, interestable and governmental and other permits, cortificates, monsents and approvals to conduct and operate the bearness of the Mortgaged Property.
- (9)(1) There is not exist inthereafter there shall not arise any agreement, as the may instrument or deciment of not considered by which the Mortgagnd Property is bound or bilgared, not does Borrower have any claims for set out or delawers to the payment of such borrowed money.
- (ix) the brownises on the European at one end condition of the brownises of the European are end shall compare in compliance with all applicable laws, rules, cidinances and coquintions, including but not limited to, building and rented laws, entiremental laws and requisions and all coverance and coverance constructions of record.
- (x) Borrison is and shall remain in poaceful possession of and sall receiver wereart and defend the Mortgaged property from and against any and all claims thereon or thereto or any and all parties.
- (xi) Horrower has no showledge that the appraisal provided to Lender as a condition to the making of the load evidenced by the Appraiser in accordance with, or does not tully complies with, all applicable

regulations of any regulatory agency having jurisdiction over Lender.

- Borrower will save and hold Lender harmless of and from any and all damage, loss, cost and expense, including, but not limited to, reasonable attorneys' and paralegals' tees, costs and expenses, incurred by reason of or arising from or on account of or in connection with any suit or proceeding, threatened, filed and/or pending, in or to which Lender is or may become or may have become a party by reason of or arising from or on account of or in connection with Borrower's Liabilities, this Mortgage, the Note or the Loan Documents.
- 3.2 Borrower covenants with and warrants and represents to Lender that at closing of the loan secured hereby Borrower will be lawfully seled, possessed and the owner of and will have good and indefeasible, marketable fee simple title to the Land and the Mortgaged Property, free and clear of all liabilities, claims, debts, exceptions, security interests, assessments, charges, impositions, levies, taxes, liens and all other types of encumbrances (hereina) tor referred to as the "Encumbrances") except (I) the Encumbrances of Lender, and (II) those Encumbrances described on Exhibit C attached hereto and made a part of hereof (Subparagraphs 3.2(I) and ()I) are collectively referred to as the "Permitted Encumbrances").
- Borrower covenants with and warrants and represents to Lender as follows:
- Borrower will not change the use or character (1) of or abandon the Mortgaged Property and at all times hereafter shall keep the Mortgaged Property in good condition and repair and will not commit or suffer waste and will make all necessary repairs, replacements and renewals (including the replacement of any items of the Equipment) to the Mortgaged Property so that the value and operating efficiency thereof shall at a) times hereafter be maintained and preserved. Borrower shall not remove any fixture except in the ordinary course of business; provided that any fixture, building or improvement so removed is either raplaced or is not a material portion of the Mortgaged Property, or demolish any building or improvement located in or on the Premises. Borrower shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of erection upon the Premises, shall refrain from impairing or diminishing the value of the Mortgaged Property and shall make no material alterations to the Mortgaged Property which in the reasonable opinion of Lender diminishes its value, and, promptly shall repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed. Borrower shall comply with all requirements of law and all municipal ordinances governing the Mortgaged Property and the use thereof. Borrower shall permit Lender, and its agents, upon reasonable advance

requisitions of any requisions agency naving jurisdiction over Leaner.

ent for any and a'd fomen, will save and held honder harmlans of ent fore any and a'd fomen, loss, east and expense, including, but not lighted to areas make aftermy to a carrylage from a account and expenses, the area of the account of or in consection with any sold or production. Threatened, filled end/or product to be no whith honder is or may become or may have become a party by runs or of or arising from or on an out of or in connection with Errrower's Liabilities, this Mortgage, the Note or the Loan Counselts.

3.2 Berrows coverants with and variance and represents to bender that at crossing of the loss secured mereby Bensever will be lowfered by seizer, possessed and the swhot of and will nave good and indefensible, marcutable the cimple little to the land and the fortgaged Property, two and clear of all labilities, claims, debts, casefully interests, assessments, charques, independent independent of the country lims and all other types of another and all other types of another benchmarked to a the "Encompances") except (1) the Encumbrances of Lender, and here's and those forcembrances described on tability Cathached here's and the main a part of hereof described an tability of and (11) are callectively referred to as the "subparagraphs 3.2(1) and (11) are callectively referred to as the "vermitted Encumbrances").

3-2 Borrower covenants with and warrants and regresents to Lender as follows:

Capta Link Borgs will not change the use or character of or abandon the Mort gard Property and at all times hereafter shall keep the dort daged Property is and condition and repair and use commit the author waste, and will make all necessary repairs, replacements and communical controlled and the replacement of any trema of the Calpment) to the Mortuaged Property so that the value and operating efficiency thereof shall at all rimas bereafter be maintained and preserved. Boxroyer shall not remove any fixture except in the ordinary course of business; provided that any forture to take a improvement or reserved is sither replaced or is noted waterial portion of The Moraqued Property, or demolish any insiding or improvement located to or on the Premises. Borrower shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of effection upon the Fremiser, shall refrain from impairing or diminishing the value of the Mortgagel Property and shall make no material atterations to the Mortgaged Property which in the reasonable opinion of Lender Similariane its value, and, promptly shall repair, regrote or cobuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed. Borrower ghall comply with all requirements of law and all municipal ordinances governing the Martgaged Property and the usa thereof. Borrower shall permit Lander, and its agents, upon reasonable advante

notice, access to inspect the Mortgaged Property at all reasonable times; provided, however, Lender shall not unreasonably interfere with the tenants of the Mortgaged Property.

Borrower shall promptly pay and discharge, as and when due and payable, before any penalty attaches, all charges, impositions, levies, assessments and taxes (whether general, special or otherwise), water charges, sewer service charges and all other municipal or governmental charges, impositions, levies, assessments and taxes of any kind or nature that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof, and shall deliver to Lender duplicate receipts evidencing payment thereof prior to delinquency. To prevent an Event of Default, Borrower may pay in full, under protest, and in the manner provided by statute, or contest, without payment, any charge, imposition, levy, tax or assessment which Borrower may desire to concest; provided that Borrower shall proceed diligently in good faith to contest such payment and if Borrower does not elect to pay under protest, Borrower will post such bond or other security as Lender may reasonably require to protect the lien of the Mortgage.

If Lender is required by legislative enactment or judicial decision to pay any charge, imposition, assessment, levy or tax in or to any state, municipality or government on the Mortgaged Property (or on any interest therein), this Mortgage, the Other Agreements or Borrower's Liabil ties, all of Borrower's Liabilities shall be due and payable, at the election of Lender, thirty (30) days after Borrower's receipt of notice of such election; provided, however, said election and right to elect will be unavailing and this Mortgage, the Note and the Other Agreements will be and remain in full force and effect as though said law had not been enacted or said decision had not been rendered if, notwithstanding such law or decision, Borrower lawfully may pay such charge, imposition, assessment, levy or tax to or for Lender, and does, in fact, pay, when payable, so much thereof as, taken with interest as aforesaid, does not exceed the maximum amount of interest permitted by applicable law. If at any time the United States of America shall require internal revenue stamps to be affixed to this Mortgage, the Note or the Other Agreements, Borrower will pay for the same, together with any interest or penalties imposed in connection therewith.

and clear of all Encumbrances (including, but not limited to, No mechanics' liens and other similar liens or claims for liens and mortgages and trust deeds irrespective of whether same are junior to the lien of this Mortgage) of any and every kind and nature, except Permitted Encumbrances, shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an Encumbrance and, immediately upon request by Lender, shall deliver

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If Lender is tradited by logisted the constment or judicial demonster to pay any thange, imposition, assessment, lavy or tax in or to any state, sanidicality of hoverment on the Mortgaged Property for any interest thereigh this Mortgage, the Other Aureements or Strower's Liabilities, all of Borrower's Liabilities shall be due and payable, at the siection of bender, thirty (30) days after Borrower's receipt of antice of such alection; privided, however, said election and right to educt will be unavailing and this Mortgage, the Note, Of the Obber Agreements will be and remain ic fell force and offect as though said law had not been enached or said legister had not been condered if, notwithstanding such law or decision, Borreset tawiulty may pay such charge, imposition, assessment, lovy of the for tonger; and does, in fact, pay, when payable, so got b thereof as, taken with talerest as aforesald, loos not exceed the maximum amoust of interest permitted by applicable law. It as any time the Delted States of America shall require internal revenue stamps to be altixed to this Mortgage, the Meta of the Other Agreements. Borrower will pay for the same, together with any interest or penalties imposed in connection thereaith.

(1915) Rorrower shall keep the Mortgaged Property free and clear of all Encombrances (Including, but not limited to, mechanics) Hers unit other similar liens or claims for liens and mortgages and trust deeds irrespective of whether same are junior ro, the lien of this Mortgages of any and every kind and nature, except elemitted Encombratees, shall promptly pay or cause to be pall, as and when due and payable or when declared due and payable, any undelterness which may become or be secured by such an Encumbrance and, immediately upon request by bendur, shall deliver

to Lender evidence satisfactory to Lender of the payment and discharge thereof.

- (iv)The Note secured by the Mortgaged Property is Without the prior written consent of Lender, not assumable. Borrower shall not, at any time or times hereafter, (1) sell (including any sale or other transfer pursuant to installment contract for sale or sale under articles of agreement), grant an option to purchase, lease under any master lease, enter into a lease for substantially all of the Mortgaged Property, exchange, assign, convey, further encumber, hypothecate or otherwise transfer the Mortgaged Property and/or any part of interest in, the Mortgaced Property, assign, transfer or encumber the beneficial interest in any land trust which holds title to the Mortgaged Property; (2) If Borrower is a partnership, issue, sell, convey, create a security interest in or otherwise transfer, pledge or hypothecate any general partnership interest or permit. any of its existing general partners to sell, assign, transfer or convey any share of their interest in Borrower now owned by any of them; (3) if any general partner ("GP") of Borrower is a corporation, any GP shall sell or issue any shares of its capital stock, or any shareholder of any GP shall sell or transfer any capital stock of any GP; (4) if Borrower is a corporation, Borrower shall not sell or issue any shares of its capital stock and each sharpholder of Borrower shall not sell, assign or pledge any outstanding and Issued shares of Borrower; (5) if Borrower is a limited liabil ty company, Borrower shall not sell or issue any membership interests and each member of Borrower shall not sell, assign or pledge any outstanding membership interest in Borrower; or (6) obtain any loan or incur any obligation of any character whether direct or indirect, the repayment or performance of which is secured by a lien on the Mortgaged Property or any interest therein. Any of the foregoing acts, occurrences or events described in clauses (1) through (6) shall be deemed to be a "Sale" hereunder and under the Note, and the Loan Documents. Lender may, in its sole and absolute discretion, withhold consent to any Sale, or condition any such consent upon the payment of a fee, the partial payment of the Note, an increase in the interest rate, an increase in collateral, or all or any of the foregoing requirements, together with any other requirements it may wish to impose. The foregoing list is not intended in any way to limit the requirements Lender may impose nor is it intended to imply that Lender is obligated to consent to any Sale.
- (v) All present and future items of fixtures, equipment, furnishings or other tangible personal property of Borrower related or necessary to or used or useable in connection with any present or future building or improvement on the Premises, or the operation or business thereof, are and will be owned free and clear of all Encumbrances, except Permitted Encumbrances and Borrower will not acquire any such property subject to any such Encumbrance. Within five (5) days after request by Lender,

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The Maria secured by the Mortoaged Eroperty is and and the one over the training the training of the training of the training of Bornower shall not, at any time or three bereatter, (1) call down tribers of property to sout words no wine the posteriors. reading the water order ander atticios of agreement), grant an a court maine council rotain was reduce votable continues of actively teams for somethit fally all of the Mostgaded Proporty, exchange, assida, i mury, tursed incomber, bypothe are as atmentar transfer the Marconnel Property and or any part of interest in, the Marthagent Iraberty, assign, transfer or remanest the manerical intercent in any lord trust waith noits title to the Sectioned Projectly, (2) it Northwest is a partnership, issue, sail, convey, assign or enough a group by interest or expersion transfer, placing or byce throate any ceneral partnership interest or permit and the extension remains parameter to not!, sursign, transfer or convey any chare of their interest in Korcower now owned by any of a at mayouron to the control touring largery yes to the themat comporation, and dP shell sell or issue say theres of its capital speck, or asy shatebolder of any GP stall acid or transfer any shares of continue stock of any GP: Qualif Borrower is a comporation Borrower and not sell or issue any shares of its capital stack what wach shatebookder of Serrawar Ahall not sell. if Borrower in a timited tradition capacy, dorrows reals not well or insec so, we make the tradition of harmower shall not insect to hid warm member of harmower shall not soil, cassign or piedge any substanding membership interest in Berrower, or (63) ablain any loan or incar any otligation of any character whereber direct or reference cupayment or performance of which is secured by a list on the Mortgaged Property or any interious there in . Any of the forequipm notes, odournemakes or evenus described in classer it through the shall be deemed to be a "Sale" bereamine, and and in the Mote, and the Lord Cocuments. Lender may, in its sole and alablute discretion, ustabola consent to any Sale, or condition any such consent upon the payment of a fee, the nartial payment of the Note, an introde in the interest rate, an increase in collatoral, or oil or any of the foregoing requirements, together with any other requirements it may wish to imposed that torespring list is not intended in any way to limit the requirements lender may impose nor is it intended not imply that tender is obligated to consent to any Sale.

equipment, lurnishings of other tangible persons of flatures, equipment, lurnishings of other tangible persons property of sorrown related or necessary to or used or useable in connection with any present of future builting a improvement on the Premiser, or the grand of the granding or business thereof, are individual owned fine and croar of all Engumbraness, except Permitted Engumbraness and Secrewer will not auquire any such proporty subject to any such Engumbranes by Lender,

Borrower will execute and deliver to Lender a security agreement and financing statements, in form and substance acceptable to Lender, covering all such property.

- (vi) With respect to the Mortgaged Property and the operation and business thereof, Borrower will keep or cause to be kept proper books and records, prepared in accordance with requirements of federal income tax laws and regulations, consistently applied. Borrower shall permit Lender and its auditors and agents from time to time during regular business hours and on reasonable notice to review Borrower's books, records and financial information.
- 3 A If Borrower, within ten (10) days after written demand from Lender, shall neglect or refuse to keep the Mortgaged Property in good operating condition and repair, replace or maintain the same as herein agreed, to pay the premiums for the insurance which is required to be maintained hereunder, to pay and discharge all Encumbrances as herein agreed or Borrower otherwise defaults in the performance of Berrower's Obligations, (or, if such actions can not be completed within tor (10) days, shall fail within ten (10) days to begin, or at any time thereafter shall fail to diligently pursue, such actions), Lender, at its sole election, may cause such repairs or replacements to be made, obtain such insurance, pay such Encumbrances or perform such of Borrower's Obligations. Any amounts paid by Lender In taking such action, together with interest thereon at the Default date (as defined in the Note) from the date of Lender's payment thereof until repaid by Borrower to Lender, shall be due and payable by forrower to Lender upon demand, and, until paid, shall constitute a part of Borrower's Liabilities secured by this Mortgage and bear interest at the Default Rate. Notwithstanding the foregoing, such advances by Lender shall not be deemed to relieve Borrower from an Event of Default hereunder or impair any right or remedy consequent thereon. The exercise of the right to take such action shall be optional with Lender and not obligatory upon Lender and Lender shall not in any case be liable to Borrower for failure or refusal to exercise any such right. making any payments pursuant to the exercise of any such right, Lender may rely upon any bills delivered to it by Borrower or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.
- 3.5 Borrower covenants that it shall not grant or modify any existing easements which benefit or burden the Mortgaged Property or grant or modify any licenses relating to the Mortgaged Property or the operation thereof, without in each instance obtaining the prior written consent of Lender, which shall not be unreasonably withheld. Borrower shall grant such easements, cross-easements and rights of way in, to, on, over, through or under all or a part of the Mortgaged Property necessary for ingress and egress, passage and parking of vehicles, passage of pedestrians, installation, maintenance, repair, replacement, removal and use of roadways and

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twish respect to the interpolation and evalues the fortgood expectly and the operation and evalues thereof, adjoin will keep or cause to be kept forgot been and exercise in the fored a accordance with requirements of testeral means take laws and inspective or interpolations, carefully entired. Somewhat the formatt formations and entering equivariant testeral from time to time during equivariant basiness bonds and on reasonable police to review horrower's books, records and financial intermation.

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s, s sorrower coenence that it shall set pant or modify any existing easemonts which benefit or hurden the Bortgaged Property or quant or peodify any licenses relating to the dortgaged Property of the operation thereof, without in each instance obtaining the prior written consent of traces, which shall not be unreasonably villed. Attrover shall grant such easements, cross easements and rights of may in, to, on, over, through or ander all or a part of the Mortgage iropatty necessary for induces and egices, passage and packing of consuces, installation, and packing of consuces, replacement, removed and use of readways and maintenance, repart, replacement, removed and use of readways and

sidewalks and installation, operation, maintenance, repair, replacement, rejocation, removal and use of public facilities and utilities.

3.6 The Borrower represents and warrants to Lender that (A) the Borrower has not used any "Hazardous Materials" (as defined below) on, from or affecting the Mortgaged Property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Material and, to the best of Borrower's knowledge no prior owner of the Mortgaged Property or any existing or prio tenant, or occupant has used Hazardous Materials on, from or affecting the Mortgaged Property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies quierning the use, storage, treatment, transportation, manufacture, Definement, handling, production, registration, reporting or disposal of Hazardous Materials except for the two incidents regarding leaking underground storage tanks (LUST Incident Nos. 890553 and 932730) which were reported to the Illinois Emergency Management Agency as required by law and Borrower represents to Lender that the aforesaid tanks have been properly removed from the Mortgaged Property and that contamination caused by said tanks has been remediated and cleaned in accordance with the Illinois Environmental Protection Agency's ("IEPA") clean-up standards bused on the documentation provided to Ford Motor Land by Ford Motor Company, Borrower Corporation and Ford Leasing Development Company; (b) Borrower has never received any notice of any violations (and is not aware of existing violations) of federal, state, or local laws, ordinances, rules, regulations or policies governing the use, treatment transportation, manufacture, refinement, storage, handling, production, registration, reporting or disposal of Hazardous Materials at the Mortgaged Property and, to the best of Borrower's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the Mortgaged Property; (c) Borrower shall keep or cause the Mortgaged Property to be kept free of all underground and/or above ground storage tanks except to the extent that such underground and/or above ground storage tanks do not leak on and/or into the Mortgaged Property and are used in compliance with all applicable rederal state and local laws and regulations; (d) Borrower shall keep on cause the Mortgaged Property to be kept free of all Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing, Borrower shall not cause or permit the Mortgaged Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Borrower cause or permit, as a result of any intentional or unintentional

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ted the object of spresents and waterasts to condet that the Boardweet base not used any tweet to Mararasia" (as defined ner we her from or attending their, whate the committee in any manner water trains tendent, attend of boost laws, ordinances, rules, congressions is indicated governing the news atorage, treatment, translation, manufacture, refinament, handling, production or grounding to fame out to have believed Material Anti- the the temperature of Anti-Action knowledge no print owner of the Mortgaged Property or any existing ow port i throat it is appoint has used the residence the real sor, from or alterious the Medagas Property is any manner watch weighted fodecal, where or small laws, bridingnouse, rules, completions or policies governing the use, storage, treatment, transportation, manuracers, refrancent, martifica production, cracionation, reporting to their the Readingtons and real as exercise for the two ency lents required leaking under mound storage tonks (EUST foredead one, agest and eggraph was week reported to the Histors Emergency: Management Agency as required by law and BOTTS were to present a to the door that the all sweath tanks have been Property removed them the Mortagod Coperty and that att townself for the thirty them are never been not a name to him yet the course of the time to be in authorities with the fillings Environment Protection Admiry's culpred to cour and standards banked on the documentation provided to Burrower by Ford Weber Company, incl. Motor and Services Corporation and Ford Scasing Development Company the Borrower had never received any notes a det tallactions (and is not aware of any existing violations) of federal, state, or local laws, ord nances, rules, regulations or policies governing the use, storaye, treatment transportation, marefacture, refinement, homolines, residention, registration, reporting or dispend Maserdous Materials at the Moregared Property and, to the bast of Hormore's burner by their howerboan as authom equipment of threatened by and party for monompliance which attechs the Mortgaged Dispersive (a) Borrower and I keep or cause the Wortgaged Property to to sept free of all underground and/or above ground storage because oxtens that such underground and/our above graind at wade tanks do not leak on and/or into the Martgageds Property and are used in compliance with all applicable federal & state and cored thus and regulations; (d) Herrower shall keep our races the Mortgaged Property to be kept from of all Hanardongs Materials encystation the extent that such Hazardous Materials area. stored and/or used in compliance with all applicable federal, scate and local laws and requisitions; and, without ismiting the foregoing, Borrower shall not cause or permit the Morragaged. Property to be used to demerate, admiracture, refine, teansport, treat, store, mandie, dispose of, transfer, produce, or process Haverboun Materials, except in compliance with all applicable tederal, state and local laws and requisitions, nor shell Forrower cause or permit, as a result of any intentional or unintentional

act or omission on the part of Borrower or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Mortgaged Property or onto any other contiguous property; (e) the Borrower shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Mortgaged Property as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of Lender, and in accordance with the orders and directives of all federal, state and local governmental If the Borrower fails to conduct an environmental audit required by the orders and directives of any of the aforesaid governmental authorities or required by Lender, then Lender may at its option and at the expense of Borrower, conduct such environmenta, audit.

Subject to the limitations set forth below, Borrower shall defend, indemnity and hold harmless Lender, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, Tabilities, settlements, damages, costs or including, without limitation, attorney's consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Moitgaged Property or the soil, water, vegetation, (buildings, personal property, persons or animals); (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Mortgaged Property; (c) any lawsuit or administrative proceeding brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Mortgaged Property; and/or (a) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Lender, which are based upon or in any way related to such Hazardous Materials used in the Mortgaged Property; and (e) the presence on or under the Premises of underground or above ground storage tanks. indemnity obligations under this paragraph are specifically limited only to the effect that Borrower shall have no indemnity or ligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by Lender, its successor or assigns.

Borrower agrees that in the event this Mortgage is foreclosed or the Borrower tenders a deed in lieu of foreclosure, Borrower shall deliver the Mortgaged Property to Lender free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

act of careline on the part of Borrower or any tenant, subtenant or occupant; a release, spill, leak or emission of Bacardons Materials this wire desired superior to the course of the contract of the superior of the following the contract of the ery the Burrowell shall somewist and sumptone att investigations, including a comprehension was commenced and to analysis, aampilag, greenesses and top tente has become a leadenest lie but contact one no must extend one officers we control all the second that in our modes of widensigne ile yd resinper ee ystegood beprept M edt en toelfr federal, state and form laws, ordinances, releas, requiablens and id licios, to the entistection of lander, and in acceptance with the Iprovence over front bus estim temperation to sever morth but another. fortammaraking one studioses out wiles new circul outs of a caritation toe soult required by the orders and directives of any of the aforesaid governmental authorities or sequired by ionizer, thun he ator may at the option and at the expense of Borrower, conduct such environmental audit.

Subject to the implations est South below Forcower shell detect indemnity and hold barmiess funder, its exployment agence, officers and disserves, from and seasons are claims, demonds, penalties, fire, clabilitique, celtiments, damages, costs or expenses, including, without timital on, attorrey's erroughtereis tens, cavestigation and laboratory fees, court costs and intimation extenses, known or onknown, contingent or constant arising but of or in my was related my all the presence. disposel. release or inreatened tyleaus of are larerums Malorials on, over, under, from a sife the major bus Malorials of the state. regetation, (butistings, persons) proporty, payaons of antmals's (b) any personse (b) uny (b) the proportion death) of propacty damage (test or personal) acts on out of or celased to such named on a state of the contract of the particle of the contract of the contract of administrative assenting transport transports and thement reached or government order relatingate more Hazardous Materials with rospect to the My taaqed Proporty; and/or (d) any violation of laws, orders, regulacions, requirements or demands of government anshoritivs, of of policies or requirements of Lender, which are based upon of in any way related to such Hazardous Materials used in the Morton per superty; and ten the presence on or under the py who see the uninerground or above yeound storage tanks. indomnity and egations under this caragraph are specifically limited only by the effort that Bornewer shall cave no indemnity obligation with respect to any datardous Meterials introduced to the Premises or ony part of the Fremises by Lender, its successor or assigns.

Retrower agrees that is the open this Martgage is conclosed or the nerrower tenders a deed in ties of forerlosers, Borrower shall refire the mortgaged Property to Lender free of any and ail Harardons Materials which are then required to be theorem (whether eyes time or reserving pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, petroleum, petroleum by-products, asbestos, polychlorinated biphenyls, flammable explosives, radioactive gasoline, hazardous materials, hazardous materials, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et. seq.); the Federal Insecticide Fungicide and Rodenticide Act, as amended (7 U.S.C. Sections 136, et. seq.); the Resource Conservation and Recovery Act, as amended (16 U.S.C. Sections 3401, et. seq.); and all applicable state and local environmental laws, and the rules, regulations and ordinances adopted and publications promulgated pursuant to said laws and ordinances, as any of the foregoing laws, ordinances, raise and regulations may be amended from time to time, and any other raderal, state or local laws or ordinances, now or hereafter existing, relating to regulation or control of toxic or hazardous substances, wastes or materials (all the foregoing being referred to herein ( ) the "Environmental Laws" ).

The provisions of this Paragraph 3.6 shall be in addition to any and all other obligations and liabilities Borrower may have to Lender under the Loan, any of the Loan Documents, and in common law, and shall survive (a) the repayment of all sums due under the Note and the Loan Documents, (b) the satisfaction of all of the other obligations of Borrower in this Mortgage and under the Loan Documents, (c) the discharge of this Mortgage, and (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of Borrower and Lender that the indemnity provisions of this Paragraph 3.6 shall only apply to an action commenced against any owner or operator of the Premises in which any interest of Lender is threatened or any claim is made against Lender for the payment of money.

#### 4. TAXES, INSURANCE AND CONDEMNATION

- 4.1 (A) Borrower at all times, shall keep and maintain the Mortgaged Property fully insured as required under the Loan Agreement. Borrower will give immediate written notice to Lender of any material loss or damage to the Mortgaged Property caused by any casualty. In the event of foreclosure of this Mortgage or assignment hereof by Lender or transfer of title to the Mortgaged Property in extinguishment of Borrower's Liabilities, all right, title and interest of Borrower in and to any policies then in force shall pass to the purchaser, grantee or assignee.
  - (B) (1) Full power is hereby conferred on Lender:

For perposes of this meet dage, 'becarders Materials' including, without limitation, switchienm patroleum by products, asbastos, polycoloriated bighenyle, clamente explainment andioachlee materials, and dime, harardong materials, barardons wastow, barardons wastow, barardons or toylo authores or wellates materials as defined in the empretensive Environmental Response, Companiation and Stability Act of 1980, an amended (83 H.G.C. Sections went, et and is the Basis sus Meresials transposition Act, as seended the Histo Soctions 6901, of edge, the moxic ambetances Centrol Act, the escaded (18s M.S.C. Soctions 2001, eg. geg.); tre Poderal inspect older Furgicide and Rodon totte Act. as amended (7 H.S.C. Sections 116, at applic the Essures Commercation and Recovery Act, as amended tib U.S.C. Sections 3401, et. seq.j) and all apply able seate and local carifrometical laws, and the rules, requisitions and ordinances adopted and publications promutated butsuant to batt lows and ordinances, as any of the foreguing laws, endangers, rules and regulations may be amonded from time to time, and any neber federal, scare or feed laws or orthogons, now or becentter was and telefact to requisition or content of roxic or nacardous substances, wastes or materials tail the foregoing being referred to herein as the "Environmental Lave",.

The provisions of this Paragraph 3.0 shall be in addition to any and all other obligations and listifities Horrower may have to be ander under the Loan, any of the Loan Counments, and and the common tends and the bran Hormments, (b) the satisfaction of all sums descender the other closequence of Horrower and this Morrogenes and under the Loan Consents, (c) the discharge at this Mortgage, and (a) the foreclosure of this Mortgage at the Loan torpectorure of this Mortgage, and (a) the topectorure. Notwitherwardly acceptance of a deed in lieu of the Mortgage, it is the loan topectorure. Notwitherwardly anything to the contrary contained in the contrary provisions of the Loans contrary of that the columnity provisions of the Marcyraph 1.5 shall ender that the action commoned against the Armital any owner is operator of the Premises in the Armital in the Premises in the Armital in the Premises in the Armital Indiana Indiana I

#### TEALS, INSURANCE AND COMPERNATION

4.1 (4) Horrower at all-rimes, anall heep and maintain the Moorgaged Property Idily resuced as required under the Roan Agreement. Horrower will give immediate written relief to hender of any moterial ress or damege to the Morrgaged Property caused by any Committy Tain the event of foreclosure of this Fortgage or assignment because of this Fortgage or \$\frac{1}{2}\$, perty in extinguishment of Horrower's hiabilities, all-right, little and interest of borrower in and to any policies then in force shall pass to the purchaser, granter or assignment

(B) (1) Full power is hereby conferred on Lender:

- to settle and compromise all claims under (a) all policies;
- to demand, receive and issue a receipt (b) for all monies becoming due and/or payable under all policies;
- to execute, in the name of Borrower or in (C) the name of Lender, any proofs of loss, or other instruments notices connection with all claims under all policies; provided, however, that so long as no uncured Event of Default shall hereunder, Lender shall exercise such power without the consent of Borrower; and
- DOOP OF to assign all policies to any holder of Borrower's Liabilities or to the grantee of the Mortgaged Property in the event of the foreclosure of this Mortgage or other transfer of title to the Mortgaged Property.
  - (2) In the event of payment under any of the policies, the proceeds of the policies shall be paid by, the insurer to Lender, and Lender, in its sole and absolute discretion, may.
    - apply such proceeds, wholly or partially, (1)after deducting all costs of collection, including reasonable attorneys' paralegals' fees either
      - tie alteration, (I)toward reconstruction, repair restoration of che Mortgaged Property or any portion thereof, in which event Lender must give its prior written approval to all plans for specifications alteration, reconstruction, repair or restoration of the Mortgaged Property; or
      - account a payment on (II) as Borrower's Liabilities affecting the amount or time of each subsequent payment required to be made by Borrower to Lender under the Note), whether or not then due or payable;

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- of it indicated to same of the core and the the news of unnder, any proofs of tower, as a strong tool of the term of the tip trobus muchly lie also necessaries part on daily proposed tobics of the start aloge divided to though between or se con timen permane, technology delica every see such power without the consent of Borrower; and
- to subject yet a secretion the opiess of the Programmes to libbilities of the the granies of the Mort if end reached he the event of and to an exaption with the transfer of each transfer of time to the Mortgaged Property.

(2) ly tag event of paymout under bly of the pathvier, the proceeds of the policier, the phali be paid by the insurer to Lender, and Lenger, to its unie and appoints discretion, may:

- ill apply and promacts, shotly or partially steel sadacting all coare of confection. Apar ing palatonak blunaring barbrio. paralogala tons, eluber C/O/X/S O/FE
  - ្រួលរដ្ឋមន្ត្រ 🗀 e d d もなんがいご reconstruction, repair or restoration of the Mortgaged Property or any portion thorsof, ic all ovip found tubural drives divide police written angerval to all plans and specifications for alteration, reconstruction, repair to restoration of the Mortylayed Property: or
  - to dance accord នុសសម្រាជ្ញ 6 Et (11) Hagg weer's fieldellies (without Acceptance the amount of time of early the of bottompay among the decoproposition made by Sol fower to Lender under the motion, what her or not then due or 491db360

or

#### (11) deliver the same to Borrower.

- (C) All insurance proceeds now or hereafter disbursed for the benefit of Borrower in any way, manner or respect affecting, arising from or relating to the Mortgaged Property, or any position thereof, are hereby assigned to Lender as additional security for the payment of Borrower's Liabilities (and for such purpose, Borrower hereby grants to Lender a security interest therein).
- 4. (A) Upon the request of Lender, Borrower shall deposit with Lender monthly as and when payments are due under the Note until the Borrower's Liabilities are paid in full, a sum equal to one-twelfth (1/12th) of: (i) Lender's reasonable estimate of the total annual impositions, levies, taxes and assessments arising with respect to the Mortgaged Property which will next become due and payable; and (ii) the total amount of annual premiums for all policies required to be obtained and maintained by Borrower pursuant to this Morcyage with respect to the Mortgaged Property. Subject to the provisions of this Paragraph, Lender shall pay, when and to whom due and payable under applicable contracts or law, to and including the maturity fate, all of the aforesaid impositions, levies, taxes, assessments and premiums. Notwithstanding the foregoing, Lender does not homeby assume any of Borrower's obligations under said laws to make such payments and nothing contained herein, in the Note or the Other Agreements shall require Lender to perform any such obligations of Borrower except for the making of the aforesaid payments in accordance with and subject to the above specified terms. Lender shall not be obligated to make such payments, except to the extent of deposits held in escrow Any such payments made by Lender in excess of the hereunder. deposits held in escrow, together with interest thereon at the Default Rate from the date of Lender's payment(s) thereof until repaid by Borrower to Lender, shall be due and payable by Borrower to Lender upon demand, and, until paid, shall constitute part of Borrower's Liabilities secured by this Mortgage.

Notwithstanding anything contained herein to the contrary, so long as Borrower retains a valid and effective exemption from the imposition of general real estate taxes on the Mortgaged Property based on the Borrower's status as an Illinois not-for-profit corporation, Lender hereby agrees that it will not require the deposits provided for in Subparagraph 4.2(A)(i) above. Borrower hereby agrees to provide Lender, upon Lender's request, with evidence of Borrower's exemption from the imposition of general real estate taxes on the Mortgaged Property.

(B) If the deposits required by this Paragraph 4.2 are insufficient to pay the impositions, levies, taxes or assessments for which they are provided, Lender shall give notice to Borrower

(11) deliver the eame to Borrawer.

(C) All insurance proceeds now or setseiter italiand to the land land tile italiand the cite of setsein in any way, manner or respect affecting, arising from our relation to the descript assigned to the decided and additional and perturbly for the payment of Borrower's Cabiliates (and for anch for the barrower's Cabiliates) and the cabiliates as security interest theresal.

4.2 (A) Upon the request of bender, Serrower shall deposit with herder menthly as and shop payments are due under the Bone enter the Berrameris Liabilities are paid in full, a sum equal to and the first to etc. The state is seen as the first to est that a of the total annual impositions, levies; taxes and answersmore acising with a capacital the Mariagraph Proposity which will always add and the and payable, and fitting the amount of annual payables, the all corresponds to the correspondent personal to this Soitgage with respect to the Mortgaged Property. Subject to the previsions of this Paranemp, bender shall pay, when and to vive and pay, when and including the margrity date; all of the aforesaid impositions, levies, taxes, assessments and possions. Mocwitascapting the formaroing, Lenner down nor bereby assume any of Borrewer's obligations under said laws to ake such expenses and nothing contained herois; in the Note of the Other Agreements shall require Lender to perform any such withoutlons of Borrower except for the making of the aforesaid paymon,s in accordance with and subject to the above specified terms Lender shall not be obligated to make such payments, excite the the extent of the estrow megrounder. Any such payments wate by tender in excess of the esposits held in secrew, together with interest thereof at the potable Rate from the date of dender's paymentist thermed until to bender upon lemand, and, until paid, shall constitute part of Forrewer's Lightlities secured by this Murtgage.

Notesticity anything engine could be rein to the contrary, so long as herewer retains a vaild and effection exemption from the imposition of someral real estate taxes on the more quied Property based on the Sorrower's status as an illinois not itroprofit expension, bender hereby expect that it will not require the deposite provised to an babparagraph 4.2(A)(i) above. Borrower harmoy agrees to provide Lender, upon Lender's request, with evidence of Borrower's exemption than imposition of general real astate taxes on the Moregaged Property.

(B) If the deposits required by this Paragraph 4.2 are inspirition to pay the income, levies, laxed or assessments (or which they are provided, lender shall give notice to borrower

and, on or before thirty (30) days before the same shall become due and payable, Borrower shall deposit with Lender such additional monies as are necessary to pay, in full, such obligations.

- (C) Lender shall not be liable for failure to pay, when due, any such impositions, levies, taxes or assessments. Upon payment, in full, of Borrower's Liabilities, Lender shall deliver any remaining amount of the aforesaid deposits to or at direction of Borrower or the then owner of the Mortgaged Property.
- (D) All of the aforesaid deposits hereby are pledged, as additional security for the payment of Borrower's Liabilities (and for such purpose, Borrower hereby grants to Lender a security interest therein), to be applied by Lender for the purposes hereinabove set forth and shall not be subject to the control of Borrower. No interest shall be paid Borrower on any of the foregoing deposits. Upon the occurrence of an Event of Default hereunder, Lender, at its option and in its sole discretion, may apply any monies held pursuant to Sub-Paragraphs (A) and (C) above on account of any of Borrower's Liabilities, in such order or priority as Lender may elect.
- 4.3 (A) All awards now or hereafter made by any public or quasi-public authority to or for the benefit of Borrower in any way, manner or respect affecting, arising from or relating to the Mortgaged Property, or any portion thereof, by virtue of an exercise of the right of eminent domain by such authority (including, but not limited to, any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Property) hereby are assigned to the Lender as additional security for the payment of Borrower's Liabilities (and for such purpose, Borrower hereby grants to Lender a security interest therein),
- (B) Lender shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give troper receipts therefor (in Borrower's name, in Lender's name or in both names).
- (C) Borrower, immediately upon request by Lender, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of Lender any and all assignments and other instruments sufficient to assign, and cause the payment directly to Lender of, all such awards, free and clear of all Encumbrances, except Permitted Encumbrances. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Borrower shall continue to pay all of Borrower's Liabilities, as and when due and payable, until any such award or payment shall have been actually received by Lender, and any reduction in Borrower's Liabilities resulting from the application by Lender of such award

and, on a herore thirty (in) days before the sume shall necome due and payable, becomes shall deposit with lander such additional manages as are necessary to pay, in toll, such obligations.

- (i) Lender shall not be limble for failure to may, when due, only such sets extribute, tevile, towes of assessments, lipon payment, in full, of herrower's it of (time, immer shalt duliver any temaining regard of the attraced deposits to or at direction of the tour ewner of the more of the more of the more payment of the serrewer or the tour owner of the serrewer.
- (D) Alist the argument of bereby are finded, in addition number standified (and addition) for the payment of berrower's habilities (and for such parpose, Fortower hereby grants is the parposes interest that the parposes hereinabeve set 'orth and rust not be subject to the control of hereinabeve set 'orth and rust not be subject to the control of burrower. Mo interest and rust he subject to the control of converse, Mo interest and the converse of an avert at hereafted the converse of an avert of hereafted appropriate of the converse of the avertical asympton to such converses (A) and 'C) shows appropriate of any of ferrower's thatland and converse of any order or account of any of ferrower's thabilities, in such order or principle as bench may elect.
- 4.1 (A) All awards now or hereafter made by any public or deast public authority to or for the manetic of Berrower in any way, manner or respect alfecting, are send to the Berrower in any services of the right or any percise thereof, by virtue of an exercise of the right or one or change by buth authority (including, but not limited to acy eward for taking of title, neglection or right or accountly early or for any change of qrade of streets affecting the Berrowery hereby are assigned to the Lender of school security for the payment of derrower's Liabilities (and for such surpose, Berrower hereby derets to Lender a security interest thereby
- (B) Levels shall and horeby is authorized, directed and employered to relief and such awards from the saches: the making the same and to give proper receipts therefor (in objective name, is Lender's name or in both names).
- eake, execute and deliver nedfor cause to be made, executed and delivered to and/or cause to be made, executed and delivered to and/or for the benefit of bender any and all eaks consents and otner instruments sufficient to assign, and cause the payment directly to bender of, all such awards, free and aleast of all Encumbrances, except Fermitted Pacinghrances, Notwithstanding any taking by emisent domain, alteration of the grade of any street or ther injury to an decrease in value of the Mortgaged Encoperty by acy public or goost public authority or corporation, Borrower shall continue to pay all of Norrower's blantlines, as and when due and romable, until any such award or payment shall base been actually received by bender, and cap reduction in norrower's stabilities resulting from the application by bender of such award stabilities resulting from the application by bender of such award

or payment as herein set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by Lender of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Lender shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs, expenses and disbursements incurred by Lender in connection with the collection of such award or payment.

#### 5. ASSIGNMENT OF RENTS AND LEASES

- absolutely and unconditionally assigned, transferred and conveyed to Lender as security for the payment of Borrower's Liabilities. Prior to the occurrence of an Event of Default under this Mortgage, Borrower shall have the right to collect all of the Rents arising from the Leases, or renewals thereof, and shall hold the same to be applied first to the payment of all impositions, levies, interest, assessments and other charges upon the Mortgaged Property, secondly to the cost of the maintenance of insurance policies upon the Mortgaged Property required hereby, thirdly to the maintenance and repairs required hereby and lastly to the payment of any scheduled payment of Borrower's Liabilities then due and owing, before using any part of the Rents for any other purposes.
- 5.2 At all times and at reasonable intervals (prior to the occurrence of an Event of Default hereunder), any of Lender's agents shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Lender, a nominee of Lender or in any or all of said names.

#### 5.3 If an Event of Default shall occur or exist:

- and any Rents then or thereafter coming into Borrowar's possession are to be held in trust by Borrower for the benefit of Lender in a segregated manner and immediately delivered to Lender, and Borrower shall have no rights to use the Rents for any purpose whatsoever without the prior written consent of Lender.
- Lender may, without notice and without bringing any action or proceeding or by a receiver appointed by a court, take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Lender may deem proper. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to lease portions of the Premises or from any other act or omission of

or sayment as herein set forth small he deemed to tame effect only on the date of sort receipt (r. prior to the resciet by Lander of such above direction of this service pages and inceptify shall have head mend on forestrains of this service and to the extent of any deficiency found to be to does appear and of the extent of any deficiency found to be to deficiency found to a deficiency of ment of the thir manager half have break another or excepted of the service to be been small have break and the connection of the character in connection with the location of such award or payment.

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S.I At all times and at reservable intervals (prior to the securiose, or an ivent of ieravit nerounder; any of Lender's agents shall have right of verify the validity, amount or any other matter relating to any or all of the beases, by mail, telephone, telephon or otherwise, in the name of Lender, a nominee of Lender or in any or all of said names.

5.3 If an Event of Delault shall eccur or exist:

(i) Borrower's right to use the Rents is rerminated and may Rents then no thereafter coming into Borrower's possession are to be ledd in trust by Borrower for the borrower in a sequence and immediately activesed to bonder, and Borrower shall neve no rights to use the Rents for any purpose whatsoever without the prior written consent of Lender.

(11) To the extent permitted by applicable law, ionder may, without notice and without bringing any action or proceeding or by action error appointed by a court, take possession of the Mortgared Eroperty and have, held, memore, lease and operate the Mort sayof Property on such terms and for such period of time at least may deem proper, Leater shall but to liable for any loss sustained by Borrower resulting from Lander's failure to lease portions of the Premises or from any other act or online of

Lender in managing the Mortgaged Property (unless such loss is caused by the willful misconduct and bad faith of Lender).

- (iii) Immediately upon demand by Lender, Borrower shall deliver to Lender the originals of the Leases, with appropriate endorsement and/or other specific evidence of assignment thereto to Lender which endorsement and/or assignment shall be in form and substance acceptable to Lender.
- thereafter, at its sole election, without notice thereof to Borrower, may notify any or all of the obligors of the Leases that the Leases have been assigned to Lender and Lender (in its name, in the name of Borrower or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Lender.
- (v) Borrower, immediately upon demand by Lender, unconditionally shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Lender.
- (vi) Lender shall have the right at any time or times thereafter, at its sole election, without notice thereof to Borrower, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise, in the name of Borrower, Lender or In both names.
- Borrower, irrevocably hereby designates, makes, (vii) constitutes and appoints Lender (and all persons designated by Lender) as Borrower's true and lawful attorney and agent in fact with power, without notice to Borrower and at such time or times thereafter as Lender, at its sole election, may determine, in the name of Borrower, Lender or in both names: (a) to demand payment of the Rents and performance of the Leases; (b) to enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (c) to exercise all of Borrower's rights, interests and remedies in and under the Leases and to collect the Ponts; (d) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (e) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (f) to take control, in any manner, of the Rents; (g) to prepare, file and sign Borrower's name on any Proof of Claim in bankruptcy, or similar document in a similar proceeding, against obligors of the Leases; (h) to endorse the name of Borrower upon any payments or proceeds of the Rents and to deposit the same to the account of Lender; and (i) to do all acts and things necessary, in Lender's sole discretion, to carry out any or all of the foregoing.
- (viii) All of the foregoing payments and proceeds received by Lender shall be utilized by Lender, at its sole election in its sole discretion, for any one or more of the

(coder in managing the Mortgaged Property fuctors such luss is example willful misconduct and bad faith of Lender).

- titit s immediately upon brackt by Lender, Bornower and I deliver to Loader the condinate of the Leubes, with appropriate outliets outloneed and/or chor specific evidence of assignment about thereto to Lender which endorsement and/or assignment shall be in tous and substance acceptable to Lander.
- (1v) Leader, the objection, without any time or times thereafter, at its older blaction, without antice thereof resourcewer, may notity any or all a tax obligared of the leases that the reasons have been a signed to looder and houser (in the name, in the rame of housewer or in both comment may alreat said obligary thereafter to make all payments due from them under the Leages directly to Leader.
- (7) Bettewer, immediately upon decard by tender, unempditionally seal direct all obligates of the beases then and thereafter to make all payments took and theoretical due from them under the beases directly to bender.
- (VI) Lender and Lasve training the analytime or times the realist. At its sole risotion, without notion trained to Borrower, so eclored the ferms of the Leases and obtain payment of and collect the Rents, by Louis proceedings or otherwise, in the name of threower, Lender or in homes.
- (vil) Borrower iscreably neroby designates, makes, were tures and approve is legaled by Lendort as brigowor's true and lawral attornoy and agent in face with power, without notice to Government and at made time times thereafter as feeder; at its sole election, may determine, in the name of Borrower, former or in both moment (a) to demand payment Independent of the terminal per the teason; (d) to enforce payment of the Heats and to formance of the beases, by lourl proceedings of otherwise; its the reservior all of Sorrower's rights, interests and remodely a roll under the Leades and to relieve the Rental (d) to sentio, as usay, compromise, excend on come the teases and/or the bonts; set p settie, adjust or compromise any legal presenting trought to red to the first of obtain performance of the beases; (1) to take control) in any manner; of the sonist (g) to prepare, tile and sign Borrower's name on any Ersot of Alaim in bankruptcy, or shelar document in a station proceeding, against coliques of the inases; (h) to enderse the news of herroser apon any payments or proceeds of the South and to deposit the same to the account of Localers and (it to do att acts and things programmy, in London's sole discretion, to carry but any in all of the foregoing.

viii) alt of the foregoing payments and proceeds recovered by Lender, as its sole selection, in the the siercito to the any one or more of the

following purposes: (a) to be held by Lender as additional collateral for the payment of Borrower's Liabilities; (b) to be applied to Borrower's Liabilities, in such manner and fashion and to such portions thereof as Lender, at its sole election, shall determine; (c) to be applied to such obligations of Borrower or the Mortgaged Property or the operations or business thereof as Lender, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (d) to be remitted to Borrower.

#### 6. DEFAULT

- 6. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:
- failure of Borrower to pay within three (3) days of when the any of Borrower's Liabilities.
- (ii) Borrower's obtaining any additional or future advances, or incurring any additional indebtedness or obligations of any character, the repayment or performance of which is secured by a lien on or an interest in the Mortgaged Property, without the prior written consent of Lender.
- (iii) The occurrence or existence of a "Default" or "Event of Default" under the Loan Documents or under any other agreement, instrument, or document evidencing and/or securing and/or quarantying all or any portion of the indebtedness secured hereby, which is not cured within any applicable grace or cure periods.
- (iv) Any Sale, as described in or contemplated by Paragraph 3.3(iv) above, without Lender's consent.
- event of default, or breach of or under any other agreement, instrument or document for borrowed money, or the acceleration of any obligation for borrowed money, by which the Mortgaged Property or the Borrower is bound or obligated, which is not cured within any applicable grace or cure periods.
- (vi) Failure of Borrower to promptly, fully and faithfully to satisfy, perform, discharge, observe and comply with each and every of Borrower's Obligations.
- 6.2 Upon the occurrence or existence of an Event of Default, Lender, after notice and demand insofar as required hereby, or by applicable law, in its sole discretion and at its sole election, without notice of such election, and without further demand, may do any one or more of the following:

following imageness (a) to be neld by hender as additional collateral for the payment of borrower's headilities; (b) to new applied to Reuremen's headilities, in such marker and fastion, that is such portions thereof as headily, at its size eight that, the deficience of the condition, that deficience to be not to present to be introduced as headen. Musically is the condition of the condition about the condition of the condition appropriate or warranced as its its increase in abilities of the condition of the sample of the sample of the condition of the condition of the conditions and the condition of the conditions.

#### S. DEFAULT

- 6.1 The eccurrence of any cos or more of the following events shall countings to be be able number this Mortgage:
- (i) Failure of Bottomet to pay within three (3) days of when due any of Bottower's Liabilities.
- (if) Sirvered of the fourth obtaining any and tional or future odvances, or intering any additional independent of obligations of any characters, the repayment or performance of which is secured by a lier on or an interest in the Morigogia Property, without the prior written consent of Lender.
- (11), The entrance of existence of a "beiguit" or "tyset of a "beiguit" or "tyset of Beiguit" ander the Lea Decements of under any other agreement, and runsed, or decement evidencing and/or securing anti-or quarantying all or any putites of the indebtedness secured nereby, which is not cured within any applicable grace or cure pariods.
- [19] And Male, as described in or contemplated by Spragraph 3.3(19) above, without Lender's consent.
- (v) The occurrence or existence of any default, event of default, or defence, or breach of or under any other agreement, institutent or decument for borrowed money, or the addederation of any unliques of instrumed maney, by which the Mortgaged Property of the Oct were is bound or obligated, which is not dered within any applicable grace or cure periods.
- (at) Pailure of Sortower to promptry, fully and fatterfully to satisfy, perform, discharge, observe and comply with each and every of Borrower's Obligations.
- 5.2 Upon the occurrence or existence of an Frent of Lefault, Lecher, etten metics and demand insorat as required hereby, or by applicable law, in its soie discretion and at its soie obscion, without tatther demand, may do any one or more of the following:

- (i) Declare all of Borrower's Liabilities immediately due and payable and collect the same at once by foreclosure or otherwise, without notice of broken covenant or condition.
- Subject to the rights of the tenants of the Mortgaged Property, either with or without process of law, forcibly or otherwise, enter upon and take immediate possession of the Mortgaged Property, expel and remove any persons, goods or chattels occupying or located on the Mortgaged Property, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property as fully as Borrower might do if in possession thereof, including, without limitation, the making of all repairs and replacements deemed necessary by Lender and the leasing of the same, or any part thereof, from time to time, and, after deducting all reasonable attorneys' and paralegals' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to Borrower's Liabilities or upon any deficiency decree entered in any foreclosure proceeding. At the option of Lender, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served in the manner of Paragraph 7.1 by registered mail to the Borrower at the address of Borrower last appearing on the records of Lender. Borrower agrees to surrender possession of the Mortgaged Property to Lender immediately upon the occurrence of an Event of Default. If Borrower shall remain in physical possession of the Mortgaged Property, or any part thereof, after any such Event of Default, such possession shall be as a tenant of Lender, and Borrower agrees to pay to Lender, or to any receiver appointed as provided below, after such Event of Default, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by the Borrower, to be applied as provided above in the first sentence of this Sub-Paragraph, and to be paid in advance on the first day of each calendar month, and, in default of so doing. Borrower may be dispossessed by the usual summary proceedings. In the event Borrower or Borrower's lessee shall so remain in possession of all, or any part of, the Mortgaged Property, said reas(na) le monthly rental shall be in amounts established by Lender in its sole This covenant shall be effective irrespective of whether any foreclosure proceeding shall have been instituted and irrespective of any application for, or appointment of, a receiver.
- the foreclosure of the lien of this Mortgage. At its option, Lender may foreclose the lien of this Mortgage upon less than all of the Mortgaged Property and specifically reserves the right to bring future foreclosure actions with respect to the balance of the Mortgaged Property or portions thereof. In the event of the commencement of any such suit by Lender, Lender shall have the right, either before or after sale, without notice and without requiring bond (notice and bond being hereby waived), without

(1) Osciono all of Borcower's Labilities resectedly due and popular and cultised the same of and brack by togetosure or enterwise, without notice of broken covenant or condition.

with to arminous odd to remain each of the deep Morthaged Property/ withor wish or with un process of law, forcibly ant in necessary expressed what has been interested in twenty to Mortinaged Proceety, expet and remove any persons, golds or chartely weapying in address on the Mortgased Property, receive all Rentmy and issued receipts therefor, meruphy coursed and operate the Mort quiget Proporty as tolly as norrower might do if in possession thereus; included, without limitation the making of all repairs and copi are month. Account necessary by Center and the leasting of the same, of any part thereof, from this to time, and, after dedacting bas edgen the one seat 'stopeleany bas 'synthite eldenose's tis expended families in the protects on, care, waintenance, wandgement and operation or the Morigaged Property, upply the remaining not thisome, if any, he herrower's transitions in appearing deficiency decree welered is any formulacine proceeding. At the option of Lender, such cut by and taking of possessits shall be accomplished either ov actual ontry and possession or by written notice served in the maprier of Caragraph W. Lety reads ored male to the Borrover at the address of Berrower last appearing on the records of Leader. Estrower agrees to surrender possession of the Mortgaged Property up bender immediately upon the occurrence of an Event of Detault. if Borrower shall remain in physical possession of the Mortgaged Proposity, of any part thereof, after any such Event of Default, and bossession shall be as a cocent of imeder, and Horrower agrees to coy to feather, of the parenter appearance as provided low after such Eveet of Delault, a reasonable monthly rental for the Mottgaged Ecoperty of the part tereof so occupied by the bornower, to be applied as provided above in the first sentence of this mub-Paragraphy and to be paid in advance on the Hrst day of each calendar mends, and, in default of so doing, bockewer may be dispossessed to the usual summary promedings. In the event Bortower or Pair wor's lossed shall so remain in possession of all, for the Mortgaged Property, date reasonable monthly া কর্মার পুরার সাল reach and to in amounts estabilished by Leader in its sole discretion. This coverant shall be effective irrespective of whether any foreclosure proceeding shall have been instituted and irrespective of any application (or, or appointment of, a receiver.

(fil) File one of more with at law or in equity for the foreclosure of the lieu of this Mortgage. At its option, Lender may foreclose the lieu of this Mortgage open less than all with mortgaged Property and specifically reserves the right to tring future foreclosure with compect to the belance of the Mortgaged Property or persions thereof. In the extens of the commencement of any such suit by Londer, Leader Hail have the right, without notice and without requiring bond (notice and book being hereby warved), without requiring bond (notice and book being hereby warved), without

regard to the solvency or insolvency of Borrower at the time of application and without regard to the then value of the Mortgaged Property or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Mortgaged Property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of Borrower's Liabilities.

- (iv) Exercise any other remedies or rights permitted or provided under or by the laws or decisions of the State of Illinois (including all remedies and rights of a secured party under the Uniform Commercial Code of the State of Illinois), accruing to a mortgages and/or secured party in connection with a nonrecourse loan upon a default by a mortgagor and/or debtor or otherwise available in equity or under the Other Agreements.
- 6.3 Upon the occurrence of an Event of Default under this Mortgage, there will be added to and included as part of Borrower's Liabilities (and allowed in any decree for sale of the Mortgaged Property or in any judgment rendered upon this Mortgage or the Note) the following: the costs, charges, expenses and reasonable attorneys' and other fees specified in Paragraph 6.4 below; any and all expenditures which may be paid or incurred by or on behalf of Lender for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs fees and expenses for examination of title, title searches, guaranty policies, and similar data and assurances with respect to the title to the Mortgaged Property; interest at the Default Rate, as provided in the Note upon a Default thereunder; all prepayment or like premiums, if any, provided for in the Note; and all other fees, costs and expenses which Lender deems necessary to prosecute any remedy it has under this Mortgage, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title or of the value of the Mortgaged Property All such costs, charges, expenses, prepayment or like premiums, fees and other expenditures shall be a part of Borrower's Liabilities, secured by this Mortgage, payable on demand and, except for the aforesaid Interest at the Default Rate and the prepayment or like premiums, shall bear interest at the Default Rate from the date of Lender's payment thereof until repaid to Lender.
- 6.4 If foreclosure proceedings are instituted upon this Mortgage, or if Lender shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or

caqued to the settency or insolvency of horrower at the time of application and without required to the value of the Mortgaged Property rishesher the same is then occupied, to make application for and obtain the same to the norty of the most quied for and obtain same the application was property. Such sections and he power to collect the Neutral Dataing the part to collect the Neutral Dataing the part of the collect the Neutral Dataing the part of the collect the Neutral Dataing the feature of the full statutery period of redemption or not, as well as forter, while the notion of the collect the section of the following the neutral Datains and State and the such station of the part of the south of the force of the contact of another the management of the same soft is pendant and part of the outhorise before which such such eart is pendant and the hands in parment, in the perceiver to apply the net income in his hands in parment, in whole or in part, of Berrower's Linkhilles.

(17) Exercise any other commodies or rights mermitted or provided ander or by the laws of decisions of the State of 111 mets (instincting all remedies and rights of a secured party ander the Uniter without commercial ander of the State of Illinois), accruing to a marriages and/or secured party in connection with a nonrecourse loan upon a detail by a martjagor and/or debtor or otherwise available in aquity or under the Other Agreements.

6.3 then the becautence of the Event of Setault under this Mortgage, there will be added to and included as part of Barrower's Stabilities tand allowed in any terrae for main of the Mortgagest Property or in any judgment convered upon this Morngage or the series the following the cars, questions and reasonable attackers; and reasonable and and reasonable and reasona all expenditures which may be paid or incurred by or on behalf of Sender for appraisant times, abcomentary and expert syldence, eterographers' chaiges, publication coate, fees and expenses for examination of cole, ille searmes, quaranty policies, similar data and assurances with respect to the title to the Mortgaged Presentive interest at the Gefault Bate, as provided in the Note upo a technic theremudes; oil prepayment or like town, provided for in the Note: and all other four, មិនស្វាមានជា caxpenses welch beader brown necessary to presente any remody it has ender this Mortgare, or to inform bidders at any sale which may be ned pursuant to "a rights herounder, of the true confolion of title of ithe value of the Mortgaged Property. All such costs, other per, expenses; prepayment or like promiums, fees and other expenditures that I be a part of Berrower's Mabilities, medured by this Murrando, bayable on demand and, except for the aforesend interest at the Default Mate and the prepayment or like oremitars, shall bear interest at the Default Rate from the date of Lender's payment thereof until repaid to Lender.

5.4 If forestoaure prosectings are instituted upon this mortgage, or if Lander shall be a party to, shall intervenu, or file any partition, answer, motion or other pleading in any suit or

proceeding (bankruptcy or otherwise) relating to the Loan Documents, or Borrower's Liabilities, in which Lender has been involved as a result of being the holder or mortgagee, or if Lender shall incur or pay any expenses, costs, charges or reasonable attorneys' and paralegals' fees by reason of the employment of counsel to represent Lender in connection with amendments, modifications or subsequent agreements requested by Borrower, or to represent Lender in connection with any occurrence which results in an Event of Default, whether in court proceedings or otherwise, such expenses and all of Lender's reasonable attorneys' and paralegals' fees shall be part of Borrower's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the Default Rate from the date of Lender's payment thereof until repaid to Lender.

- 6.5 The proceeds of any sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Paragraph 6.3 above, secondly, to the balance of Borrower's Liabilities, and thirdly, the surplus, if any, to Borrower. Payment of the purchaser to the Lender at any sale shall satisfy the obligation of the purchaser at such sale and such purchaser shall not be bound to look after the application thereof.
- In the event of the commencement of judicial proceedings to foreclose this Mortgage, Borrower, on behalf of itself, its successors and assigns, and each and every person it may legally bind acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage: (i) does hereby expressly waive any and all rights of appraisement, valuation, stay, extension and (to the extent permitted by law) redemption from sale under any order or decree of foreclosize of this Mortgage; and (ii) does hereby agree that when sale is nad under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to purchaser at such sale a deed conveying the Mortgaged Property, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor. The Borrower acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate, as defined in Section 15-1201 of the Illinois Mortgage Foreciosure Law (Chapter 735, Act 5, Sections 15-1101 et seq., Illinois Compiled Statutes) (herein called the "Act"), or residential real estate, as defined in Section 15-1219 of the Act, and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601(b) of the Act, and to the full extent permitted by the benefits of all present and future appraisement, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

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b.5 the properts of any sale of the Mortgaged if perty shall be applied and destrabiling, irek, on account of the lose, charges; costs and repeated their formalist, or account of the lose, charges; the barra of of Europear's flatter and introle and any to terrises. It is meant of the perchaser to the backer at any tale shall get the object at sach sale and such purchaser shall get on bound to look after the application therefore.

s.6 In the event of the commencement of judicial proceedings to forecrose this Mortgage, Sorrowe, on behalf of itself, its additional to the contract of the party person it may ladally bind adjuiring any interest in or fille to the Mortgaged Property surgequent to the entropy this presented is slow hereby expressly walve any and all rights of apprecisement, valuation, stay, extension and (to the extent nermitted by law) recemption from sale under any eater of during of foreclosure of this Mortgage; and rist does hereby agree that when sale is bud under any decree of foreclosure or this Mortgage, upon continuation of each sale, the master is chastery or other officer misting such sale, or his successor in other, shall be and is authorized immediately to ascente and deliver to purchaser at auch sale a deed conveying the Martigaged Property, showing the enough paid therefor, or if purchased by the person in whose towor the order or degree is entered, the amount of his blue nerefor. The Borrower acknowledges that oth transportion of which this Mortgage is a part is a trunsaction where does not include either a pricultural real estate. as a fined in section 15 1201 of the fillings Mertidage Foreclosure haw Echapter 245. Act 5, sections 15-1101 et seq., Illinoin Compiled Statutes, (herein called the "Act"), or residential real setate, as delined in Section 13-1219 of the Act, and to the tuil extent permitted by law, herety voluntarity and knowledly walves its rights to reinstagement and redemption as allowed under Section is-1601(b) of the Act, and no the full extent promitted by taw, tra benefits of all trasent and future valuation, appraise amount, homestead, exampleon, stay, rodomption and morstorium laws under any state or teleral law.

- 6.7 Lender shall have the right to become the purchaser at any sale, and as purchaser purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Borrower's Liabilities owing to such Lender, or, if such Lender holds less than all of Borrower's Liabilities, the pro rata part thereof owing to such Lender, accounting to all other purchasers not joining in such bid in cash for the portion of such bid or bids apportionable to such nonbidding purchaser or purchasers.
- 6.8 To the full extent Borrower may do so, Borrower agrees that it will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and Borrower and its successors and assigns, and for any and all persons ever claiming any interest in Borrower's Liabilities, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of intention to mature or declare due the whole of the Borrower's Liabilities, notice of election to mature or declare due the whole of the Borrower's Liabilities and all rights to a marshaling of the assets of Borrower, including Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Borrower shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of nonestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right of the Lender under the terms of this Mortgage to a sale of Mortgaged Property for the collection of the Borrower's Liabilities without any prior or different resort for collection, or the right of the Lender under the terms of this Mortgage to the payment of such indebtedness out of the proceeds of sale of Lender in preference to every other claimant whatever. If any law referred to in this paragraph and now in force, of which Borrower or its representatives, successors and assigns and such other persons claiming any interest in Mortgaged Property might take advantage despite this paragraph, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this paragraph.
- 6.9 Lender shall have the right from time to time to bring any action to enforce any rights under the terms of this Mortgage or the Loan Documents, without prejudice to the right of the Lender thereafter to bring an action of foreclosure, or any other action, for an Event of Default by the Borrower existing at the time such earlier action was commenced.
- 6.10 No right or remedy of Lender hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and the holder of the Note may recover judgment thereon, issue execution

6.7 Lender thell large the right to have the purchaser at say such as purchaser of the right to credit upon the amount of the bid made therefor, to the right to credit upon the amount of the bid made therefor, to the certent of the first owner's formation of the first owner's braker, it, it such is ader holds lengthand to say the product of the formation of the same tender of the certent to say the for the fortier of the certain of the bid apportionable to such montiding our chasers are relating to the such had or bids apportionable to such montiding our chaser or purchasers.

6.8 To the foll excent Horrower may do so, horrower arres frat if will not at any time insint agon, niedd, claim or take the somefit or agrantage of any law now or hereather in rorse froviding man and tomored to not envise the traction for a learner or proceedings and surgower and its sucressorn and assigne, and io, any and all coveres ever claiming any interest in Serrawer's Cabilities, to addpix IIs codesies bus e-view voysest was yo bottiming theirs ear of redominion, valuation, approach the land, and the securities, and tenof intention to mature or declars and the whole of the Burrower's Limbylittles, notice of election to mature or declare due the whole of the top reserve technicies and all rings to a marghaling of the assets of Rogrower, including Morngages Propurty, or to a sale in therefore the at allement of the event of forectosure of the confidence of the confidence of the forectosure of the forecome shall not not the security interests beight content. Borrower shall not wal to elax an estate to your council adopt who treats to eyer partiaining to the marshaling of assets, sale to inverse ander of all countries of assets and the elements of the administration of estates at decedents, or other darters whetever to defeat, reduces or affect the right of the Lander autor the terms of this Mortgage to a sole at Solioction of the hery ower's Liabilation without any trior or different resort for collection, or the signe of the leader ender the terms of this Mortgage to the paramet of such indehi elemes out of the proceeds of sale of Londer in telegrence to every other claimant whatever. If any law reserved of this paragraph and now in force, of which grames or its representatives, informations and assigns and assigns other personal obtaining any intercot to Vorsigaged Property might take advect que despite this paragraph, shall bermatter be capealed or coasest be in torne, such law shall not thereafter be deemed to previude the application of this paragraph.

Is lender shall have the right from time to time to bring any action to entering any rights from time to entering any rights that the terms of this fortgage or the loan Deciments, without projedice to the right of the Lender theceafter to bring an action of forecipsure, or any other action, for an Event of Delault by the Horrower existing at the time auch earlier action was commenced.

s to wo with or resear of leader beredater is exclusive of any or her right or remedy hereunder or now or hereafter existing at less equity that is considered and in addition thereto and the holder of the Note may recover judgment thereon, issue execution

therefor, and resort to every other right or remedy available at law or in equity, without first exhausting or affecting or impairing the security or any right or remedy afforded by this Mortgage. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of an Event of Default by Borrower hereunder, or acquiescence therein, nor will it affect any subsequent Event of Default hereunder by Borrower of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by Lender. No terms or conditions contained in this Mortgage or the Note may be waived, altered or changed except as evidenced in writing signed by Borrower and Lender.

- 6.17 Lender shall release this Mortgage by proper instrument upon payment and discharge of all of Borrower's Liabilities, including all prepayment or like premiums, if any provided for in the Note and payment of all costs, expenses and fees, including attorneys' fees incurred by Lender for the preparation, execution and/or recording of such release.
- 6.12 Upon occurrence of an Event of Default and following acceleration by Lender of the maturity of Borrower's Liabilities as provided herein, a tender of payment thereof by Borrower, or any other party, or a payment thereof received upon or on account of a sale or foreclosure of this Mcrtgage or Lender's exercise of any of its other rights or remedies under other Loan Documents or under any applicable law or in equity shall be deemed to be a voluntary prepayment made by Borrower of the Note and, therefore, such payment must, to the extent permitted by law, include the interest at the Default Rate payable upon a default, contained in the Note.
- 6.13 (A) Any agreements between Borrower and Lender are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the loan evidenced by the Note or otherwise, shall the amount paid or agreed to be paid to Lender for the use, detention or forbearance of the loan proceeds to be disbursed exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable thereto.
- (B) If fulfillment of any provision herein or in the Note, at the time performance of such provision becomes due, involves exceeding such highest lawful rate, then ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful rate. If by any circumstance Lender shall ever receive as interest an amount which would exceed such highest lawful rate, the amount which may be deemed excessive interest shall be applied to the principal of Borrower's Liabilities and not to interest.

thorestor, and resort to mary other right or remody avaliants at law or in equity, without first example ind or afforting or impairing the security or any right or remedy afformed by this Mortaage. We desiry in exercision, or minerica to exercise, any out right a remedy will impair any such right or remedy or will by every or will never end or finiant, by Harrower by avaitable, if all other and hereunder, if all others in the remed to be exercised different nature, it elements therefore the every such right or remody may be exercised different nature. From the chart of the exercised and the exercised and the desired except deemed expected as avaited the desired except as a derivated or remoder or the both of contained in this derivation of the both except as avived, altered or remanded except as avidenced in we ring signed by forcewer and behales.

- full member shall release this Marajaje by propos instrument appar payment and discharge of all of florrower's Liabilities, indicading all prepayment or like premiums, it are provided for in the Wote and payment of all costs, expenses and rees, incurred by Lender for the preparation, execution and/or recording of such release.
- b.12 ipon occusioned of an Svept or Default and following appearing is to be supported by summary the materice of payment supported by borrower, or any other party, or a payment thereof to solve upon or on account of a sale or transfers of this Education of the other is exercise of any of the other subject of the count of a sale or transfers of the count of any of the other subject of the supported of the appearance of the decembers or under payment made by Borrower of the Note and, therefore, such coayment must, to the extens permitted by law, include the interest at the Default Rate payable upon a default, contained in the Note.
- s.ij (A) Any a resments between Borrower and bender are expressly limited to that, in no event what soever, whether by reason of disbusyment of no proceeds of the loan evidenced by the Mote of cractwise, shall the amount paid or equeed to be paid to leander test the use, detention or tortearance of the loan proceeds to be disbursed exceed the highest lawful rate permissible ander say law which a court of competent jurisdiction may deem applicated thereto.
- (a) If fulfillment of any provision herein of in the Note, at the tide performance of such provision becomes due, involves exceeding such highest lawful rate, then ippolicite, the objection to tultill the sume shall be reduced to such highest lawful rate. If he ene circumstance (ender shall ever receive as layers) an amount which would exceed such highest lawful rate, the amount which may be deemed exceed such highest lawful rate, the the principal of Sorrower's liabilities and not to interest.

- (C) The terms and provisions of this Paragraph shall control all other terms and provisions contained herein, in the Note or in the Other Agreements.
- 6.14 Any failure of Lender to insist upon the performance by Borrower of any of the terms and provisions of the Loan Documents, this Mortgage, or the Note shall not be deemed to be a waiver of any of the terms and provisions thereof, and Lender, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Borrower of any and all of the terms and provisions thereof to be performed by Borrower. Borrower or any other person now or hereafter obligated for the payment of the whole or any part of Borrower's Liabilities, shall not be relieved of such obligation by reason of the sale, conveyance or other transfer of the Mortgaged Property of the failure of Lender to comply with any request of Borrower, or of any other person, to take action to foreclose this Mortgage or to sell the Mortgaged Property or otherwise enforce any of the provision of this Mortgage, the Other Agreements or the Note, or by reason of the release, regardless of consideration, of the whole or any part of the security held for Borrower's Liabilities, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Lender extending the time of payment or modifying without first having obtained the consent of Borroger or such other person, and, in the latter event, Borrower, and all such other persons, shall continue to be liable on account of Borrower's Liabilities and to make such payments according to the terms of any such agreement, extension or modification unless expressly released and discharged in writing Lender, without notice, may release, regardless of consideration, any part of the security held for Borrower's Liabilities, without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Lender may resort for the payment of Borrower's Liabilities to any other security therefor held by the Lender in such order and manner as Lender may elect.
- 6.15 Upon and after the occurrence of an Event of Default under this Mortgage, Lender shall not be obligated to accept any cure or attempted cure by Borrower, except to the extent conerwise specifically provided hereunder or required by applicable law; however, if Lender accepts such cure, Lender shall not exercise rights or remedies under Paragraphs 5 or 6 of this Mortgage unless and until a separate or additional Event of Default then exists hereunder.
- 6.16 It is understood and agreed that neither the exercise by Lender of any of its rights or remedies under this Mortgage shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or

(C) The terms and provisions of this Paragraph shall extend all other terms and provisions contained herein, in the Mote or in the Other Agreements.

- 5.14 Any failure of Lender to theist upon the strict performance by a crower of any or the terms and provisions of the toan Decomments, this Mortgage, or the Note shall not be deamed to be a waiver of any of the terms and provisions thereof, and bender, notwithstanding boy with tailure, shall have the right at any class or times thereaster to insist upon the estive pertormance by Surrower of any and all of the terms and provisions themsof to be parthemed by Berrawer. Horower of any other parson now on becoalled exligated for the payment of the whole or any part of horrower's Liabilities, shall not be relieved of smon obsequion by reason of the main, conveyance of other transfer of the Mortgaged property or the fallure of Lender to comply with one request of Borrower, or of any other person, to take artica to foreclose this Martgage or to seed the Mortgaged Property or otherwise enlorce any of the provisions of this fort jage, the Other equemonts of the Moter of by reason of the release, foundates of consideration, of the whole of any nact of the security held for Burrower's Liabilities, or by reason of any agreement or stapulation between any subsequent camer or swhere or the Mart higher property and Lemant anti-order than time of payment or monifying without first having obtained the coasest of Berrader or as to other person, and, in the latter event, Burn wer, and all says other persons, shall continue to he liable on account of Borrower's Liabilities and to make such payments recording to the terms of any such hyroement, excension or modification unions expressly released and discharged in writing noting, may retwase, requrdiess of Ziodine similarea consideration, any part of the security held for horrower's biabilities, without, as a the row under of the verticity therefor, is any way input the other the lies of this mortgage or the priority of then later ever environments to en. Londer may secure for the payment A normower's blactities to any other security therefor held by the Lender in such order and manner as terder may .Josis
- 6.1% aron and after the occurrence of an Event of Default under fire Morigage, Lender shall not no obligated to arcept any cate of alterpted care ty Horrower, except to the extent otherwise specifically provided hereunder or required by applicable law; however, if the arcepts seen cute, temper shall not exercise rights or remedies under Paragraphs 5 or 6 of this Morigage unless and until a separate or additional Event of Default thum exists bereunder.
- 6.15 It is understood and sareed that neither the exercise by Lender of any of its rights or remodies number this Mortquye shell by doesn't to make tunger a 'martqayee' in possession" or otherwise responsible or liable in any manner with respect to the Meritgaged fittericy or the use, occupancy, enjoyment or operation of all or

any portion thereof, unless and until Lender, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Mortgaged Property by any court at the request of Lender or by agreement with Borrower, or the entering into possession of the Mortgaged Property or any part thereof by such receiver, be deemed to make Lender a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any portion thereof.

- 6.17 (A) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.
- (B) It any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Borrower which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.
- (C) Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

#### 7. MISCELLANFOUS

7.1 Every provision for notice, demand or request required in this Mortgage, or by applicable law shall be doemed fulfilled by written notice, demand or request personally served on, mailed or delivered by nationwide courier to the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made by certified or registered mail, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth below or to such other address as either party heret shall direct by like written notice and shall be deemed to have been made on the third (3rd) day of posting as aforesaid. If notice is served by nationwide courier, notice shall be deemed made on the first business day following delivery to the courier. purposes herein, notices shall be sent to Borrower and Lender as follows:

only pressed thereof notes and antil immier, in potent or again, and an or by agains of against the security of the formal possession characters of approximent of a requestion for the state of the potential approximent of a request of the formal of the or the request posterior of the orthogonal posterior of the orthogonal potential or against the anti-possession or the remains a northogonal passession or the responsible of trable in any summer although respect to the motified from the use, summer although to the all or any postion of any postion the use, accupancy, onjoyment or specation of all or any postion thereof.

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(b) 't my provision a thin world on the sorter while great to increase any Elants of remedies appropriate of the Borrower which are note limited than the rights that would observise be weated in Lender that the Art in the absence of said provision, lender shall be vested with the rights granted in the Art to the fall extent permitted by law.

Tt) with at instring the generality of the foregoing, all expenses intuited by Londer it the extent reimbursable ander in the control of 15:15:13 of the Mrt, whether ancarred before or ofter any decree or judgment of corecionary, and whether ancarrated in this Mortgage or by the judgment of tareciosure.

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7.1 Every provide a process depend or request equiped in this surregal, or ry applicable is well be deemed hillised by arrithmential, because the personally served on mailed or delivered by arrithme course to the party entitled threeto ar on its successors of assigns. If anied, such notice, demand arrequest anall so made by contitied of regionered enil, and deposited in any post of the addices of the address of the postars party of the address set for the interior of the relation of the address set for the interior of the relation of the address set althor party of the such mate shall be deemed to have been made as the third (les) day of posting as alonesald. If notice is served by note unite courier, notice shall be deemed made notices business day tollowed delivery to the courser. For the purposes herein, notices shall be sent to her courser. For the follows:

If to Lender:

South Chicago Bank 9200 South Commercial Avenue Chicago, Illinois 60617 Attention: Mr. James T. Sheehan

with a courtesy copy to:

Schwartz & Freeman 401 North Michigan Avenue Suite 1900 Chicago, IL 60611 Attention: John T. Duax, Esq.

'n to Borrower:

South East Alcohol and Drug Abuse Center 9101 South Exchange Avenue Chicago, Illinois 60617 Attention: Mr. Gregory R. Zyvert, Executive Director

with a courtery copy to:

Truitt, Brown & Ervitt 1642 East 56th Street Suite 100 Chicago, Illinois 60637-1952 Attention: David M. Truitt, Esq.

The failure to deliver or send any courtesy copy provided for above shall not affect the validity and effectiveness of any notice given hereunder. Any person may change the address for the giving of notice by giving notice as provided herein.

- 7.2 All the covenants contained in this fortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.
- 7.3 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and assigns, or heirs and personal representatives, as the case may be, of the Borrower and Lender.
- 7.4 This Mortgage shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.
- 7.5 Any provision of this Mortgage which is unenforceable in any state in which this Mortgage may be filed or recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this

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South Chicago Back 9200 South Commercial Avenue throngo, illinoty apply Attention: Mr. James T. Shoehan

with a constantly copy to:

SUBJECT & Preenage doll Boll B. Mildrigan Avenue 0001 001100 Manager 11 (Busyand) Attention: John T. Baak, Esq.

it to Borrower:

South tast Alcehol and foug Abuse Conter 9101 South Exchange Assaus tions alongith populate Attention: Ex. Gregory 8. Synar, Executive Director

with a courtesy copy to:

Trugen, Brown & Truing 1640 Hart Shib Street Suite 100 Chicago, Illumois 688,77 1932 Attention: Bavid M. Pruitt, Esq.

The failure to deliver or send any contray copy provided for above shall not attect the validaty and effectiveness of any motice given hereunder - Any wikem may change the address for the giving of corice by giving oblice as provided herein.

- All the covenants contained in this Mortgage will run with the tarm. Time is of the espence of this Mortgage and all provisions herein relating thereto shall be strictly construed.
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- This Mortgage shell be governed as to validity, interpretation, construction, ettact and in all other tespects by the laws and decisions of the State of Illinois.
- 7 5 Eng provision of this Mortgage which is unenformeable in any state in which this Mortgage way be filed or recorded or is payalid or contrary to the law of such state, or the inclusion of which would affect the taildity, legality or enforcement of this

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### **UNOFFICIAL COPY**

Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

- 7.6 As used herein, the term "Default Rate" shall have the same meaning as in the Note.
- 7.7 Wherever a power of attorney is conferred upon Lender hereunder, it is understood and agreed that such power of attorney is conferred with full power of substitution, and Lender may elect in its sole discretion to exercise such power itself or to delegate such power, or any part thereof to one or more sub-agents.
- 7.8 Nothing herein shall be deemed or construed, nor shall the exercise by Lender of any rights, privileges or remedies conferred under this Mortgage, the Note or the Other Agreements, to render Lender and Borrower as joint venturers or partners in any way with respect to the Mortgaged Property.
- 7.9 Borrower's Diligations and Borrower's Liabilities secured by this Mortgage have been incurred by Borrower for the construction of improvements to the Mortgaged Property and this Mortgage constitutes a "Construction Mortgage" within the meaning of Section 9-313(1)(c) of the Illinois Uniform Commercial Code.

IN WITNESS WHEREOF, the Borrower has executed this Mortgage as of the day and year first above set forth.

SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois notfor-profit corporation

Name: Gregory Zyvert
Its: Executive Director

By: Walls - Wer Switch

Its: President

Attest Karrena & Eduard Name: Name NA F. Eduards

Its: Secretary

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Partiagon: stall be or no ettern, and in cash cash all the rumething Vitue and bre setadue frade operation and to an leaving total humans eriective according to the teno; of this Mortgage, the same as though no such invaind portion bad news been included herein.

- 2.6 As used herein, the term "Default Rate" shall have the same meaning as in the Note.
- 1.2 Shere of a point of atterney is conferred than Lander nerconder, it is understood and horden that such power of atterney is conferred with fall power of substituctor, and hender may elect tis sole discretion to execuse such jower itself or ouriequite such power, or any part thereof to one or mere sub-adents.
- 1.8 Nathing berein stati to deeped of construct, nor shall the exercise by Lender of any rights, privilegs or remodied conferred ander this Mortgaes, the Most of the Other Agreements, to conter Lender and Borrower as joint venturers of partners in any way with respect to the Mortgaged Eroporty.
- 7.9 Mortower's didligations and Sortune 's Lightlit, is sequent ant got appropriate you because about over spapered with vaelad has garagest bupper on the to be almost sugget to not purcease during the constitution of the extention for the quiet atthin the meaning of Section 9-313(1), 1) of the littless Uniterm Commercial Code.

is WITNESS addition, the Borrower bar executed this Mortgage as of the day and year Siret above ed forth. Sevo.

DESTRUCTION OF STRUCTURE ORDER ABUSE CHMTER, as Ill, mais not " for grafit corporation

> мател - Gregory 🐔 Раучекt Executivé Director

its: Prepident

Arthur San Land Cambridge Carlotte Bear I will be the second of t its; Secretary

> ELYCHOTH OF STOP OF SOLIDAY West Carlos Control

STATE OF ILLINOIS ) SS. COUNTY OF COOK

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that GREGORY R. ZYVERT, Executive Directyor, President and Secretary respectively of SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois not-for-profit corporation, are 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 as their own free and voluntary act, and as the free and voluntary act of SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 14 day of January, 1995.

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	COUNTY OF COOK
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<b>O</b> .	purgosan therein set forth.
Notariel Seal Utio (10) 12 day of	GIVEN under my hand and Jampary, 1995.

Ot County Clart's Office

# EXHIBIT "A" TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

#### SECURED PROMISSORY NOTE

\$800,000.00

Chicago, Illinois January 30, 1995

FOR VALUE RECEIVED, the undersigned, SOUTH EAST ALCOHOL AND DRUG APUSE CENTER, an Illinois not-for-profit corporation (hereinafter referred to as "Borrower"), hereby promises to pay to the order of SOUTH CHICAGO BANK, (hereinafter referred to as "Lender"), with its principal office located at 9200 South Commercial Avenue, Chicago, Illinois 60617, or such other place or places as Lender from time to time may designate in writing, the principal sum of EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000.00) DOLLARS, or such lesser amount as may have been disbursed pursuant to the terms of the Loin Agreement, in lawful money of the United States of America, together with interest on the unpaid principal balance thereof from time to time outstanding at the rates or in the amounts described below.

- 1. Certain Definitions. For the purposes hereof, the terms set forth below shall have the following meanings:
- A. "End Interest Rate" shall mean the prevailing yield on 5-year U.S. Government Treasury Notes in effect on the Permanent Funding Date plus two and one-quarter (2-1/4%) percent.
- B. "Floating Rate" shall mean the rate of interest announced by Lender, as its prime lending rate. The Floating Rate shall be automatically increased or decreased, as the case may be, from time to time as of the opening of business on the effective date of each change in the prime rate of the Lender, without prior notice to Borrower. The use of the term "prime rate" is not intended to be nor does it imply that said rate is a preferred rate of interest or one offered by Lender to its most creditworthy customers.
- C. "Loan Agreement" shall mean that certain Construction Loan Agreement entered into by and between Borrower and Lender dated of even date herewith, providing for a construction and permanent loan with respect to the Property.
  - D. "Maturity Date" shall mean the earlier of:
  - (i) June 1, 1995 in the event all of the requirements and conditions set forth in Article VII of the Loan Agreement have not been fully satisfied by Borrower by June 1, 1995; or

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#### STOM YHORESHOLD GENTURE

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Chicago, Ellipsis January 30, 1995

POR VALUE BUYELVED, the andersigned, scott EAST ALCOHOL AND SRUG ABUSE SERVER, an libraries not for profit corporation thereinstler not red trad traditional not profit corporation the correct of sector of sector (HICAGO BANK, thereinstler referred to as the armore of sector of the condense of the sector of the sector of sector of sector of sector of the sector of sector of

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g. " "Swring said" shall head the rate of interest spaced by lead; as its prime lending rate. The Floating Rate shall be automatically increased or decreased, as the cose may be, from time to itse as of the opening of business on the effective date of and charge in the prime rate of the lender; without price notice to ferrices. The use of the term 'prime late' is not intended to be not does it imply that said rate is a preferred rate of interest or one offered by Lender to its most creditworthy customers.

C. "Loan agreement shail mean that certain Construction Loan Agreement entered into by and between Borrower and Lender dated of even date herewith, providing for a construction and permanent loan with respect to the Property.

D. "Noturity Date" shall mean the earlier of:

(i) done 1, 1995 in the swent all of the requirements and conditions set forth in Article VII of the Loan Agreement have not been fully satisfied by Borrower by June 1, 1995; or

#### (ii) June 1, 2000; or

- (iii) The date on which the principal balance hereof shall be declared due and payable by the Lender as the result of a Default hereunder.
- E. "Loan Documents" shall mean this Note, and all other documents defined as Loan Documents in the Loan Agreement.
- F. "Mortgage" shall mean that certain Mortgage, Assignment of Rents and Leases and Security Agreement dated of even date herewith executed by Borrower pledging the Property as security for Borrower's obligations under the Loan Documents.
- "Permanent Funding Date" shall mean the first day of the calendar month immediately following completion of the renovation of the Project provided all of the requirements and conditions set torth in Article VII of the Loan Agreement have been fully satisfied by Borrower, but in no event later than June 1, 1995.
- H. "Project" shall mean the renovation of the approximate 13,000 square foot commercial building located on the Property to be used by Porrower as a drug and alcohol abuse treatment center.
- foot commercial building located on the property commonly known as 8640 South Chicago Avenue in Chicago, Illinois, as more particularly described in the Mortgage, together with all Improvements as defined in the Loan Agrament.

#### 2. Calculation and Payment of Principal and Interest.

- A. Accrued and unpaid interest only computed at one (1.00%) percentage point over the Floating Rate as changing from time to time shall be paid to Lender commencing on the first day of the calendar month immediately following the first distursement of the Loan hereunder and under the Loan Agreement and continuing on the first day of each calendar month thereafter to and including the Permanent Funding Date.
- B. Provided all of the requirements and conditions set forth in Article VII of the Loan Agreement have been fully satisfied by Borrower on the Permanent Funding Date, commencing on the Permanent Funding Date and continuing on the first day of each calendar month thereafter, there shall be paid to Lender equal monthly payments of principal and interest equal to the amount arrived at by amortizing the principal balance of this Note on the Permanent Funding Date over a period of twenty (20) years at the End Interest Rate in effect on the Permanent Funding Date, with a

(c) i) dinne 1, 2006) or

(its the date on which the principal balance berect small be declared the and payable by the Lender as the result of a Default nereunder.

- E. "Lean becaments" shall mean this More, and all ather decements defined as Lean Becaments in the Lean Appeament.
- is "Morigonest south and that sectarn shirtgage, herigonest of Rents and Leases and Security Agreement dated of even date herewith executed by Borrower pledging the Proporty as security for Secrewer's obligations ander the Loan Dorments.
- G. Theragonal funding Letel shall mean (as first day of the minder action is muchistely relieved confection of the reposation of the fragest provided all of the requirements and conditions set forth in Article VII of the loss agreement have been tally satisfied by Borrower, but in as event later than June 1, 1995.
- H. "Project" shall mean the ronovation of the approximate 13,000 square foot commercial boilding is stand on the Property to be used by Horrower as drug and alcohol abuse treatment center.
- frot commercial toilding located on the property community known as 8540 South Chicago Avenue in Chicago, Fillhois, as wore particularly described in the Morragge, together with all improvements as defined in the Morragge, together with all
  - 2. dictarion and Fayment of Principal and Intercat.
- A. Averued and unpact interest only computed at one (1.00%) percentage point over the Sicar on Rate as changing from time that the pend to bender commencing on the liest day of the calerier were immediately trilowing the thet dispursement of the boar versumber and under the boar diversment and continuing on the first day of each calendar month theresister to and including the Permanent Funding Date.
- g. Provided als of the requirements and conditions set forth in Article VIIs of the least Agreement have been fully satisfied by Bottowerson the Permanent Funding Date, respecting on the first day of each alendar menth thereties the continuing on the first day of each southly payeress of principal and interest equal to the amount arrived at by each titling the principal and interest equal to the amount permanent Funding Date over a period of twenty (20) years at the End Interest Bate in other on the End Interest Bate in other on the End Interest Bate in other on the Fed Interest Bate in other on the Fed Interest Bate in other on the End Interest Bate in other, with a

final payment of the total principal balance hereof together with all accrued interest due on June 1, 2000.

- C. If all of the requirements and conditions set forth in Article VII of the Loan Agreement have not been fully satisfied by Borrower on June 1, 1995, then the total principal balance hereof together with all accrued interest shall be due and paid to Lender on June 1, 1995.
- D. Interest on this Note (i) shall be calculated on the basis of 360 day year and (ii) be charged for the actual number of days within the period for which interest is being charged.
- E. All payments on account of the indebtedness evidenced by this Note shall be first applied to interest accrued on the unperd principal balance and the remainder to principal.
- F. This Note may at any time and from time to time be prepaid in whole or in part without penalty. Any partial payments shall first be applied to interest accrued on the unpaid principal balance, the remainder shall be applied against the principal payments due on the Note in the inverse order of their maturity.
- 3. Security. This Note is secured by the Mortgage as well as all other collateral described in the Loan Documents and the terms and provisions of the Mortgage and other Loan Documents including the right to accelerate the balance due hereunder upon a sale of the Property without the consent of Lender are hereby incorporated herein by reference trareto.
- Acceleration for Default; Walvers. If any installment of this Note, or any portion thereof, or any other monies owing hereunder or under the Loan Documents by Borrower to Lender, is not paid within three (3) days of when due at the place specified herein, or if Borrower otherwise defaults under the terms of this Note, the Loan Agreement or the Loan Documents (2 "Default"), and such Default is not cured within the time as provided in the Loan Documents, if any, all installments of this Note, together with all other monies owing hereunder by Borrower to Lender immediately will be due and payable, without notice, at the election of Lurger. The acceptance by Lender of any payment, partial or otherwise, made hereunder after the time when it becomes due as herein set forth will not establish a custom or constitute a waiver by Lender of any right to enforce prompt payment hereof. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES THE APPLICATION OF ANY AND ALL OF ITS RIGHTS AND POWERS UNDER ALL STATUTES OF LIMITATION AND SIMILAR STATUTES AND LAWS AS TO THIS NOTE AND ALL PORTIONS HEREOF. DEMAND, PRESENTMENT FOR PAYMENT, PROTEST AND NOTICE OF NONPAYMENT AND PROTEST HEREBY ARE WAIVED BY BORROWER AND EVERY ENDORSER AND/OR GUARANTOR HEREOF.

timel chowers of the total principal bolance hereof tagether with all educated the full due on June 1, 2000.

- in Attition and the requirements and conditions set forth in Attition and conditions set forth in Attition Attition has not been taken that the fotor of the fotor of the fotor of the fotor the fotor the fotor together with all accumed interest shall be due and paid to the fotor on June 1, 1995.
- O. Interpost on this 4pte its shall be estendated on the bosis of 1860 inty year and out to the compet for the kereant number of deps within the poster for which interest is being charged.
- C. All payments on account of the incebtedness exidences by this Merce shell be views applied to interest accepted on the unpoid principal balance and the remainder to principal.
- F. This does nay at any time and even time to time be freezed in score of in pair without property. Any partia, payments shall tirst be annihold to interior occased in the unpaid property in the invalual payments of the invaluation of the pairs the payments due on the Note in the inverte order of their maturity.
- is equility, this Hote is required by the Bortquie as well as old extended to the fortgreen and the lastest even their sold interest described in the bear found the formula fortunites of the bine to accelerate the balance due beceunder upon a sale of the Friently without the consent of bearder are hereby lacorporated berein by relevence thereto.
- A contract on the contract was come, if any tracker beaut of this Reter of any portion thereot, or any other mound owing bernunder of noder the Loan Dongsents by Borthwert to Leader, is not paid within three the days of when due at the place apedified hereis, or it feed wer attention lateral and an about the terms of three Notes the feet Agreement or the feat Decements in "Default"), and such hydault is not cured within the time as provided to the hear Do uments, it sow, all instailments or this More, together with all other medial oning becomed in Sutrower to behave immed aboly will he due to a grysider without notice, as the election of Lendon The socieptance by treater of any payment, cartial or otherwise, made become week exter the time when the permis due as hereit set totth will had mediately a custom of the children a waiver by Lender of any t que lo entre se pe est neyment tallect. In the Extent permit permitting pe APPLICABLE LAW, MOREQUER APRENY WAIVES THE APPLICATION OF ANY AND MEET OF LINE CONTROL OF LINE AND AND STATEMENT STATESTERS AND LAWS AS TO THE STATE AND ALL SCREENING BEGINN. SERAMO CRESSMONS NO FOR SCYMENT, PROPERS AND MAISCR OF NOMPARMER'S AND PROTEST HEREBY ARE WALVED BY BORROWER AND EVERY EMISDESER ADD/OR TOURSENTON HURBING

- 5. Default Rate of Interest. If any installment of this Note, or any portion thereof, is not paid when due, then the outstanding principal balance hereof shall bear interest at the "Default Rate" (as hereinafter defined) from and after the occurrence of the Default until (i) such installment is paid in full, or (ii) in the event the payment of this Note is accelerated, all indebtedness evidenced hereby and other sums payable under the Loan Documents to Lender shall bear interest at the Default Rate until paid or otherwise satisfied in full. The "Default Rate" shall be a rate equal to three (3%) percentage points over the Floating Rate in effect as of the date of the Default.
- 6 Fees and Expenses. If any installment of this Note, or any portion thereof, or any other monies owing hereunder or under the Loan posuments by Borrower to Lender, is not paid at the time and place specified therefor and Lender employs counsel for advice with respect Diereto or to this Note, the Loan Documents or the Property, or to fatervene, file a petition, answer, motion or other pleading in any suit or proceeding (bankruptcy or otherwise) relating to this Nota, the Loan Documents or the Property, or to attempt to collect this Note or said other monies from, or to enforce this Note or the Mortgage against Borrower or any other party, then, in any such event and to the extent permitted by law, all reasonable attorneys case arising from such services, and all expenses, costs and charges relating thereto, shall be additional liability owing hereunder by Borrower to Lender, payable on demand and bearing interest, until payment thereof to Lender, at the Default Rate until paid in full and shall be secured by the lien of the Mortgage.
- Maximum Interest. All agreements between Borrower and Lender expressly are limited so that in no contingency or event whatsoever, whether by reason of disbursement of the proceeds hereof or otherwise, shall the amount paid or agreed to be paid by Borrower to Lender for the use, detention or forbearance of the amounts to be disbursed hereunder exceed the highest lawful rate of interest permissible under the law which a court of competent jurisdiction, by a final non-appealable order, determines is applicable hereto ("Highest Lawful Rate"). If fulfillment of any provision herein contained at the time performance of such provision becomes due involves exceeding the Highest Lavful Rate, then <u>ipso</u> <u>facto</u>, the obligation to fulfill the same stall be reduced to such Highest Lawful Rate. If by any circumstance Lender shall ever receive as interest an amount which may be deemed excessive interest, same shall be applied to the principal of the indebtedness evidenced hereby and not to interest. The terms and provisions of this paragraph shall control all other terms and provisions contained herein, or in the Loan Documents. provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or

- Mose, or any portion thereof, is not yold when due, then the outstanding principal instance hereof and this when due, then the outstanding principal instance hereof and their interest at the less nate. Rate. (as thereinather defined) from and after the occurrence of the Delayif until (i soch instalement is paid in tell, or (ii) in the over the payment of this was is accelerated, all rated educes exidered the payment of this was is accelerated, all rated educes to conter set the Default Rate until paid of otherwise satisfied in fuil. The Default Rate and i see a rate equal to thise is percentage points over the shall be a rate equal to thise shall be a rate equal to thise of the Default.
- tees and Expenses, if any installment of pais Note, or appear to thereoff or any other man; a coving herenoder or under the Loan examents by Borrower to Leader, is not pro at the time with his and Image or evolutes rathead him addressed their true; could have with respect theest over to this was, the Long Foluments or the sreporty, or to autoryone, file a petition, answer, motion or other pleading in any suit or proceeding (bankashtery or otherwise) relating to this Note, the Louis Documents of the Property, or to attempt to collect this Noter or baid adder montes from, or to enforce this Note or the Mortgage assins. Perrower or any other party, then, in any such event and to the excent permit ed by law, all reasonable attraces toes arising (rom such services, and ell expended, costs and courages relation thereto, shall be an additional liability owing sereumopy by Borrower to Lender, payable on demand and bearing interest, will payment there if to Lender, at the Default Rate until paid in full and shall be secured by the lien of the Mortgage.
- 7. The restain members of the second All agreements botseen Rorrower and Leader expressly are trusted so that is no contingency or event whatsoever, whether by reason wir disbursement of the proceeds bernot or otherwise, shall the amount paid or agreed to be paid by Borrower to Lancer tor the use, detention or forbestance of the amounts to be thrown sed hereunder exceed the aughest lawful rate of obterest permissible under the law which a court of competent parasilet in Dey a timal measpealable order, determines is applicable herete ("Righest Lawful Rate"). If fulfillment of any provising dervice contained at the time performance of such provision becomes due involves exceeding the highest Lawini Kate, then give facts, the obligation to faitill the same shall be reduced to such Highest Lawiul Rate. It by any circumstance bender thall over receive as interest as amount which may be deemed excessive interest, same stail or applied to the principal of the indeltedness actdenced heroby and not to interest. The terms and provisions of this paracraph shall control all other terms and provisions contained harvin, or in the case Documents. If any provision of this Mile of the application thereof to any party or discussioned is need invalid or uncertained the maximier of this Mote and the application of such provision to other parties or

circumstances shall not be affected thereby, the provisions of this Note being severable in any such instance.

- 8. Waivers; Continued Liability. It is agreed that the granting to Borrower or any other party of an extension or extensions of time for the payment of any sum or sums due under this Note, or the Loan Documents or for the performance of any term, provision, covenant or agreement of this Note, or the Loan Documents, or the taking or releasing of security or collateral for the payment of this Note or the exercising or failure to exercise of any right or power under this Note, or the Loan Documents, shall not in any way release or affect the liability of Borrower, or any guarantor hereof, or any other party obligated to pay the indebtedness evidenced by this Note.
- 9. Amendments. This Note may not be amended or modified, nor shall any revision hereof be effective, except by an instrument in writing expressing such intention executed by Lender and directed to Borrower.
- 10. Choice of Law; Waiver of Jury Trial; Service of Process. This Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, including, but not limited to, the legality of the interest charged hereunder, of the statutes, laws and decisions of the State of Illinois. Borrower, in order to induce Lender to accept this Note and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS, IN THE COUNTY OF COOK AND THE CITY OF CHICAGO, AND CONSENTS THAT ALL SERVICE OF PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO THE BORROWER AT 9101 SOUTH EXCHANGE AVENUE, CHICAGO, ILLINOIS 60617, ATTENTION: GREGORY R. ZYVERT, EXECUTIVE DIRECTOR, AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN POSTED AS AFORESAID, AND FURTHER BORROWER WAIVES, AT THE OPTION OF LENDER, TRIAL BY JURY AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH EQUITABLE CT RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.
- 11. Binding Effect. Wherever the term "Borrower" 15 used in this Note, the term shall include (unless otherwise expressly indicated) all of Borrower's successors, and assigns, as the case may be. This Note shall be binding upon Borrower and shall inure to the benefit of Lender and its successors and assigns.
- 12. Severability. Any provision of this Note which is unenforceable or contrary to applicable law, the inclusion of which would affect the validity, legality or enforcement of this Note, shall be of no effect, and in such case all remaining terms and provisions of this Note shall be fully effective, the same as

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dirignest ances about no different thereby, the provisions of this More being severable in any such instance.

- 8. Solve is significant privity. It is agreed that the spinning of the to distribute of any order purty of an extension of extension of extension of the street of the partial of the particle of any color of the boar focuseous of the perturbance of any compared of the street, or the boar focuseous of this wore, or the boar formance of any formance of the indicate, or the taking of security or collarned for the indicate of the constant of the constant of the tot of any of any or the constant of the load because, shall not in any way release or attend the lightling of worrower, or any descent of the collars or any descent of the load because, or any descent of the collars or any descent of the load of the party of the independence of the collars were the state.
- 9 Amendanophs. This Note may not be amended or modified, not shall not relieve the confection of accept to an instrument in writing expressing such intention executed by Lecder and directed to Borrower.
- 10. There of I jank and ret to the Striking of Process.

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- of entry of the corm shall include them 'Borrower" is used in this dote, the corm shall include (unless otherwise expressly and entry of the foreward of the case may be. This Note shall be bloding upon Borrower and shall inure to the benefit of Lender and its uncessurs and assigns.
- 12. Separability, Any provision of this Nobe which is not necessable or contrary to applicable law, the inclosuon of which would affect the validity, legablity or enforcement of this Nobe, shall be of no effect, and in secu case all ramaining Lamma and provisions of this Nobe shall be fully effective, the same as

though no such invalid provision had ever been included in this Note.

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

> SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois not-

DMS\72075\6039\NOTE.2 012395-0131pm

though no such invalid provision had ever been included in this Note.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Note assolute day and year first above written.

SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois notfor-profit corporation

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#### EXHIBIT "B" TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

#### LEGAL DESCRIPTION

LOTS 51 TO 66, BOTH INCLUSIVE, IN BLOCK 4 IN LINCOLN SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH AND EAST OF THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY'S RIGHT OF WAY, IN COOK COUNTY, L'LINOIS.

PERMANENT TAX INDEX NUMBERS:

20-36-423-026

20-36-423-027

20-36-423-062

20-36-423-033 20-36-423-034

20-36-423-035

20-36-423-036

**20-36-423-037** 

20-36-423-038

STREET ADDRESS:

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Ath Chic.
Allinois

Solution

S 8640 South Chicago Avenue

Chicego, Illinois

的第三个语言。 使打造美国英语 MORTGAGE, ASSIDINGENT OF MENTS AND LEADES AND SECURITY ACKERNERY

#### MOLTSIBURGO JAMAS

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DERMANEUT TAX INDEX MUMBERS:

20-26-62-024

TEO-1882 - 00/403

Whit Clark's Office STREET ADDRESSE:

South Chicketo Avenue Blonkill (complete

EXHIBIT "C" TO

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT

#### ENCUMBRANCES

- Accrued but not yet due and payable general real estate taxes for 1994 and subsequent years.
- Unrecorded easement for maintenance of 2. overhead wires icag
  23, 15

  Octoo

  Colinia

  Clerk's Office traversing the southeasterly portion of the Land, as disclosed by Chicago Guarantee Survey Order Number 8801009 dated March 23, 1988.

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HORTGAGE, ASSIDENTED OF RUSES AND LEASES AND LEASES AND LEASES

#### ZHOMANA SUDIO

- A system but not you doe not payable quieral rank estate banks for 1994 and subsequent years.
- Colling Clerk's Office Bureaccrifed easement for maintenance of everyhead whose traversing the couthonseerly portion of the Lend, as disclosed by Chicago Guarantee Survey Euder Number 2801509 dated