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**AMENDED AND RESTATED
MORTGAGE, ASSIGNMENT,
ASSIGNMENT OF LEASES
AND RENTS,
SECURITY AGREEMENT,
FIXTURE FILING
AND FINANCING STATEMENT**

DEPT-01 RECORDING 175.0
T40012 TRAN 2127 09/25/96 14149100
#4218 + CG *-96-732473
COOK COUNTY RECORDER

7614930 RAL

7500

FROM

REM NURSING ASSOCIATES, LIMITED PARTNERSHIP
c/o EMI Enterprises, Inc.
3737 West Arthur
Lincolnwood, Illinois 60645

AND

LASALLE NATIONAL TRUST, N.A.
MT/A 118948

TO

LASALLE NATIONAL BANK
135 South La Salle Street
Chicago, Illinois 60603

PROPERTY LOCATION:

4314 South Wabash
Chicago, Illinois

PERMANENT IDENTIFICATION NUMBERS:

20-03-300-021-0000	20-03-300-024-0000
20-03-300-022-0000	20-03-300-025-0000
20-03-300-023-0000	20-03-300-026-0000

DATED AS OF: September 15, 1996

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

HOPKINS & SUTTER
THREE FIRST NATIONAL PLAZA
SUITE 4100
CHICAGO, ILLINOIS 60602
ATTENTION: Patrick M. Hardiman

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BOX 333-CTI

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11/20/2023

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

THIS AMENDED AND RESTATED MORTGAGE, ASSIGNMENT, ASSIGNMENT OF LEASES, RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (as from time to time amended, modified, restated, supplemented and in effect, the "Mortgage") is made as of the 15th day of September, 1996, by and between RSM NURSING ASSOCIATES, LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary") and LASALLE NATIONAL TRUST, N.A., not personally but solely as trustee under Land Trust dated July 1, 1994 ("Land Trust") and known as Land Trust No. 118948 ("Trustee"), and collectively with Beneficiary, "Mortgagor") and LASALLE NATIONAL BANK, a national banking association ("Mortgagee").

RECITALS

A. Beneficiary is the sole beneficiary and owner of 100% of the beneficial interest in Land Trust.

B. Mortgagor, Community Care Center, Inc., an Illinois corporation ("CCC") and Mortgagee have entered into a Reimbursement Agreement dated as of the date hereof (as from time to time amended, restated, extended, modified or supplemented and in effect, the "Reimbursement Agreement"), subject to the terms and conditions which Mortgagee has agreed to issue for the benefit of Mortgagor a letter of credit ("Letter of Credit") in the face amount of up to \$7,625,754. All capitalized terms used in this Mortgage without definition shall have the meanings ascribed to them in the Reimbursement Agreement.

C. Mortgagor, CCC and Mortgagee have entered into an Amended and Restated Loan Agreement dated as of the date hereof (as from time to time amended, restated, extended, modified or supplemented and in effect the "Loan Agreement"), subject to the terms and conditions of which Mortgagee has agreed to make revolving credit loans of up to \$600,000 ("Loans") from time to time, such Loans to be evidenced by an Amended and Restated Revolving Credit Note (as from time to time amended, restated, extended, modified or supplemented and in effect the "Note").

D. It is a condition precedent to the issuing of the Letter of Credit and the making of the Loans by Mortgagee that Mortgagor execute and deliver this Mortgage.

AGREEMENT

NOW, THEREFORE, (a) for and in consideration of: (i) the issuing of the Letter of Credit and the making of the Loans, (ii) other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and (iii) the Recitals set forth above (such Recitals being incorporated herein and made a part hereof by this reference) and (b) to secure the Obligations (as defined below) Mortgagor agrees as follows:

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1. **Grant.** Mortgagor does hereby WARRANT, MORTGAGE, GRANT A SECURITY INTEREST, REMISE, RELEASE, SELL, ASSIGN, ALIEN, TRANSFER AND CONVEY unto Mortgagee, its successors and assigns, its fee simple interest in the real estate ("**Real Estate**") described in entirety in **EXHIBIT A** attached hereto and made a part hereof, together with all right, title and interest of Mortgagor (including, but not limited to, after acquired title or reversion) in and to the following property (collectively, with the Real Estate, the "**Premises**"):

(a) all buildings and other improvements of every kind and description now or hereafter erected or placed on the Real Estate and all materials intended for construction, reconstruction, alteration and repair of all such buildings and improvements;

(b) all tenements, easements, fixtures and appurtenances pertaining or belonging to the Real Estate whether now held or hereafter acquired, including, but not limited to, all easements, licenses, privileges and appurtenances created pursuant to any reciprocal easement agreement or declaration of covenants, conditions and restrictions now existing or hereafter created, together with all estates, interests, rights, titles, claims or demands which Mortgagor now has or may hereinafter acquire in the Premises, including, but not limited to, any and all claims, awards, proceeds or payments, including interest thereon, and the right to receive the same, which may be made to or for the account of Mortgagor with respect to the Premises as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any casualty or loss of or damage to any building or other improvement included in or on the Premises, (iv) any other injury to or decrease in the value of the Premises, or (v) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises;

(c) all leases, lettings, subleases, agreements for use and occupancy, concessions, licenses and contracts of or with respect to any or all of the Real Estate, whether written or oral (collectively, "**Leases**"), and (i) all rents, issues and profits thereof accruing and to accrue from the Real Estate and the avails thereof (which are pledged primarily and on a parity with said Real Estate and not secondarily), (ii) any and all guarantees of any and all covenants, agreements and obligations of tenants under each Lease, (iii) all sums which may be due and payable under any guaranty of any Lease, including, but not limited to, all such rents, issues, profits which are or may become due and payable (including those which are or may accrue or be paid during or after the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and (iv) any and all security and other deposits made pursuant to or contemplated by the terms and provisions of each Lease (the matters referred to in clauses (i), (ii), (iii) and (iv) above being collectively, "**Rents**"); it being the intention hereby to establish an absolute, unconditioned and presently effective transfer and assignment of all Leases and all Rents thereunder (and not merely a security interest) and it shall not be necessary for Mortgagee to institute any type of legal proceedings or take any other legal action whatsoever to enforce the assignment provisions of this paragraph;

(d) all fixtures, apparatus, machinery, equipment, goods, inventory, systems and articles now or hereafter in or on the Real Estate and used or useful in connection with the Real Estate, and any replacements thereof, accessions thereto and all proceeds thereof;

(e) all general intangibles, accounts, room revenues, guest fees, resident fees, booking deposits, accounts receivable, instruments, contract rights, licenses, chattel paper, deposit accounts, securities, unearned premiums accrued, accruing or to accrue

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under insurance policies, insurance policies, advertising material, guaranties, warranties, plans and specifications, permits, licenses, soil tests, environmental reports, appraisals and any other documents, materials and other property of any kind now or hereafter existing in connection with the use of the Premises or the operation and maintenance of the Premises or the business of Mortgagor (including, but not limited to, all cash, accounts, deposits and other property now or hereafter in possession of Mortgagee):

(f) all other property and assets of Mortgagor of whatever nature whether real, fixtures, personal and intangible, it being understood that the above enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned; and

(g) all appurtenances and additions to and substitutions or replacements for, and proceeds and products of, the foregoing clauses (a) through (f), whether currently owned or hereafter acquired, together with all books and records (including computer records) relating to or employed in any business now or hereafter operated on the Premises.

TO HAVE AND TO HOLD the Premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

2. Security Agreement and Fixture Filing. All of the land, estate and property hereinabove described, real, personal, intangible and mixed, whether affixed or annexed or not, and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Real Estate mortgaged hereby and to be appropriate to the use of the Premises, and shall, for the purposes of this Mortgage, be deemed to be real estate and conveyed and mortgaged hereby. If an Event of Default occurs, Mortgagee may proceed under the Uniform Commercial Code in effect or as amended from time to time in the jurisdiction where the Premises is located or under similar or replacement statutes hereafter enacted (collectively, the "Code") as to any personal property or may proceed as to both the real and personal property in accordance with the rights and remedies in respect of real property. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of said Real Estate, this Mortgage is hereby deemed to be, as well, a security agreement under the Code for the purpose of creating hereby a security interest in such property which Mortgagor hereby grants to Mortgagee as secured party, securing the Obligations, and Mortgagee shall have in addition to its rights and remedies hereunder, all rights and remedies of a secured party under the Code and the Uniform Commercial Code. As to any such property which the Code classifies as fixtures, this Mortgage instrument shall constitute a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the Uniform Commercial Code (and any similar applicable or corresponding reference under the Code), which shall be deemed a continuous, perfected fixture filing pursuant to Section 9-403 of the Uniform Commercial Code (and any similar applicable or corresponding reference under the Code).

3. Warranty of Title. Beneficiary represents and warrants, and Trustee represents (a) that Trustee is lawfully seized of fee simple title to the Premises, (b) that the Premises is unencumbered, except for those matters listed on **EXHIBIT B** hereto ("**Permitted Exceptions**"), and (c) that it has good right, full power and lawful authority to convey and mortgage the Premises. Mortgagor agrees to forever defend the Premises and the quiet and peaceful possession of the Premises against the lawful claims of all persons whomsoever.

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4. Obligations Secured. This Mortgage is to secure:

(a) the due and punctual payment of all indebtedness evidenced by the Letter of Credit, including any future advances, the aggregate face amount of which shall be \$7,625,754, plus all interest accruing thereon (including, but not limited to, all interest which may accrue or be paid during or after the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and all fees due and payable in connection therewith, and all other Credit Documents, and amounts due thereunder and otherwise secured hereby under law when and as due, whether at maturity, acceleration, upon one or more dates set for payment or otherwise;

(b) the due and punctual payment of all indebtedness evidenced by the Note and the Loan Agreement, including any revolving credit and future advances, the aggregate face amount of which shall be \$600,000, plus all interest accruing thereon (including, but not limited to, all interest which may accrue or be paid during or after the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and all fees due and payable in connection therewith and amounts due thereunder and otherwise secured hereby under law and as due, whether at maturity, acceleration, upon one or more dates set for payment or otherwise.

(c) the due and punctual payment of all other monetary obligations of Mortgagor to Mortgagee under this Mortgage, the Security Agreement, the Letter of Credit and the Credit Documents, whether now existing or hereafter arising (including all "Bank Reimbursement Obligations" defined in the Reimbursement Agreement);

(d) the due and punctual performance and payment of all covenants, agreements and obligations under any interest rate cap, collar, swap or similar interest rate protection agreement between Mortgagor and/or Beneficiary and Mortgagee;

(e) the due and punctual performance by Mortgagor of all other covenants, agreements and obligations on the part of Mortgagor under this Mortgage, the Security Agreement, the Letter of Credit, the Note, the Loan Agreement and the other Credit Documents, whether now existing or hereafter arising;

(f) any renewals, extensions, restatements, supplements, amendments or modifications of this Mortgage, the Security Agreement, the Letter of Credit, the Note, the Loan Agreement and the other Credit Documents.

The foregoing items set forth in clauses (a) through (f) of Section 4 of this Mortgage are hereinafter collectively called the "Obligations."

5. Maintenance, Repair and Restoration of Improvements; Payment of Liens.

(a) Mortgagor shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter located on the Premises which may become damaged or be destroyed; (ii) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other Liens of any kind or nature whatsoever except Permitted Exceptions; (iii) pay when due any indebtedness which may be secured by a mortgage on the Premises, whether senior or junior to this Mortgage and whether permitted by the terms hereof or otherwise, and comply with all requirements of all loan documents evidencing or securing such

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indebtedness, and upon request, exhibit satisfactory evidence of the discharge of any such mortgage to Mortgagee; (iv) complete any other improvements at any time in the process of erection upon the Premises; (v) substantially comply, in all material respects, with all requirements of law, municipal ordinances, or restrictions of record with respect to the Premises and the use thereof; (vi) make no material alterations adverse to the Premises or its functionality except as required by law or municipal ordinance; (vii) suffer or permit no change in the general nature of the occupancy or use of the Premises; (viii) initiate or acquiesce in no zoning variation or reclassification without Mortgagee's prior written consent; and (ix) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof, and pay, perform, satisfy and discharge each of the Obligations when required to do so under the terms of this Mortgage, the Security Agreement, the Letter of Credit and the other Credit Documents. Beneficiary represents and warrants that the Premises and all improvements thereon are, and covenants that during the term hereof the Premises and all improvements thereon will be, in substantial compliance in all material respects with all zoning, building, health and safety codes, laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.

(b) Notwithstanding anything in Section 5(a)(iii) of this Mortgage to the contrary, Mortgagor may, in good faith and with due diligence, contest the validity or amount of any Lien, and defer payment and discharge thereof during the pendency of such contest; provided, however, that: (i) such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Lien; (ii) within thirty (30) days after Mortgagor has first learned of the assertion of such Lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such Lien; and (iii) subject to the last sentence of this Section 5(b), Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such Lien and all interest which might become due thereon, and Mortgagor shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable. If Mortgagor shall: (x) fail to prosecute such contest with reasonable diligence, or (y) fail to maintain sufficient funds on deposit as hereinabove provided, then Mortgagee may, at its option and after ten (10) days prior notice to Mortgagor (during which time Mortgagor may cure such failures), apply the money so deposited in payment of or on account of such Lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such Lien or that part thereof then unpaid, together with all interest thereon (provided no Default has occurred hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made. In lieu of the cash deposit described above, Mortgagor may deliver to Mortgagee either an amendment to or endorsement of the title insurance policy or a payment bond from a surety satisfactory to Mortgagee; provided, however, that such amendment, endorsement or bond shall insure over, or indemnify Mortgagee against, the Lien which Mortgagor is contesting as aforesaid, and shall otherwise be in form and substance satisfactory to Mortgagee.

6. Payment of Impositions.

(a) Mortgagor shall pay or cause to be paid, before the due date thereof, all general real estate taxes, special taxes, special assessments, water charges, sewer service

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charges, and other charges against the Premises (collectively, "Impositions"), and shall, upon written request, promptly furnish to Mortgagee duplicate receipts evidencing such payment. If Mortgagor wishes to contest any such Impositions, Mortgagor may do so only by paying such taxes or assessments in full under protest in the manner provided under applicable law.

(b) Mortgagor shall, at Mortgagee's option and request, upon the occurrence of an Event of Default, deposit with Mortgagee, on the first day of each month from and after the date of such request, an amount equal to one-twelfth (1/12th) of (a) the annual Impositions, and (b) the annual premiums for the insurance required to be provided hereunder with respect to the Premises (such premiums for insurance being hereinafter referred to as "Insurance Premiums"). The amount of annual Impositions and Insurance Premiums, when unknown, shall be estimated by Mortgagee, based on one hundred ten percent (110%) of the most recent actual amounts. Such deposits shall be used by Mortgagee to pay Impositions and Insurance Premiums when due. From time to time, on demand, Mortgagor shall pay to Mortgagee additional sums sufficient to permit payment of the next due installments of Impositions and Insurance Premiums, if, and to the extent that, the required monthly deposits thereafter falling due before the respective payment dates would otherwise be insufficient to permit the full payment thereof. Upon any failure of Mortgagor to make any payment of the Obligations when due and payable or to perform any of the Obligations in accordance with the provisions of this Mortgage or any other Credit Document and following the giving of any required notice and the expiration of any applicable grace or cure period, Mortgagee may apply any funds deposited with Mortgagee for Impositions or Insurance Premiums to the payment of any of the Obligations or to the performance of any such Obligations. All sums deposited pursuant to this Section 6(b) shall be deposited in interest-bearing escrow accounts by Mortgagee in accordance with Mortgagee's customary practice. Subject to the terms and conditions of the two next preceding sentences, upon an assignment of this Mortgage, Mortgagee shall have the right to pay over the entire balance of any sums deposited pursuant to this Section 6(b) and then in its possession to Mortgagee's assignee, and, upon notice to Mortgagor, Mortgagee shall be completely released from all liability with respect to such sums and Mortgagor shall look solely to Mortgagee's assignee with respect thereto. The foregoing provisions shall apply to every transfer of such deposits to a new assignee. Upon payment of the entire amount of the Obligations and performance of the Obligations in accordance with the provisions of this Mortgage and the other Credit Documents, or at the election of Mortgagee, at any prior time, the balance of the deposits then in Mortgagee's possession shall be paid over to the record owner and the Premises. Mortgagor, at Mortgagee's request, shall make the aforesaid deposits with such services or financial institution as Mortgagee from time to time shall designate.

7. Insurance.

(a) Mortgagor shall provide and keep in full force and effect, or require to be provided and kept in full force and effect, for the benefit of the Mortgagee, all insurance required pursuant to the Reimbursement Agreement.

(b) Mortgagor shall (i) pay as they become due all Insurance Premiums, and (ii) not later than thirty (30) days prior to the expiration of each such policy, deliver a renewal policy or a duplicate original thereof and a certificate of insurance certified to Mortgagee by the insurer as being a true copy evidencing the insurance required to be provided hereunder, marked "premium paid", or accompanied by such other evidence of payment as shall be reasonably satisfactory to Mortgagee.

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(c) If Mortgagor shall be in default of its obligation to so insure or deliver any such prepaid policy or policies of insurance to Mortgagee in accordance with the provisions hereof, Mortgagee, at its option and without notice, may effect such insurance from year to year, and pay the premium or premiums therefor, and, in such event, the amount of all such premium or premiums (i) shall be deemed to be Obligations, (ii) shall be a Lien on the Premises prior to any right or title to, or interest in, or claim upon, the Premises subordinate to the lien of this Mortgage and (iii) shall be immediately due and payable, on demand, together with interest thereon at the Default Rate, from the date of any such payment by Mortgagee to the date of repayment to Mortgagee.

(d) Mortgagor promptly shall comply with, and shall cause the Premises to comply with, (i) all of the provisions of each such insurance policy, and (ii) all of the requirements of the insurers thereunder applicable to Mortgagor or to any of the buildings or the fixtures located on the Premises or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or restoration of any of the buildings or the fixtures located on the Premises, even if such compliance would necessitate structural changes or improvements. If Mortgagor shall use the Premises or any portion thereof in any manner which would permit the insurer to cancel any insurance required to be provided hereunder, Mortgagor immediately shall obtain a substitute policy which shall be reasonably satisfactory to Mortgagee and which shall be effective on or prior to the date on which any such other insurance policy shall be canceled.

(e) Mortgagor shall give prompt notice to Mortgagee of any casualty, ordinary or extraordinary, foreseen or unforeseen (including any casualty for which insurance was not obtainable), resulting in damage to or destruction of the Premises or any part thereof.

(f) Any transfer of the Premises, in accordance with the provisions hereof, including a transfer by foreclosure or deed in lieu of foreclosure, shall transfer therewith all of Mortgagor's interest in all insurance policies then covering the buildings and the fixtures located on the Premises or the operations conducted at the Premises, including, but not limited to, any unearned premiums.

8. **Stamp Tax.** If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagor, any stamp tax or similar tax is due or becomes due in respect of any of the Obligations or the recording of this Mortgage, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any stamp tax or similar tax on the issuance of the Obligations or the recording of this Mortgage.

9. **Prepayment Privilege.** Mortgagor shall only have the right to make prepayments on the principal of the Obligations (in addition to the required payments) in accordance with the terms and conditions set forth in the Reimbursement Agreement and the Loan Agreement, as they may be applicable to the respective Obligations in question.

10. **Effect of Extensions of Time.** If the payment of any of the Obligations or any part thereof is extended or varied or if any part of the security is released, all persons or entities now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability and the Lien and all

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provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

11. **Effect of Changes in Laws Regarding Taxation.** In the event of the enactment after this date of any law of the state in which the Premises are located deducting from the value of land for the purpose of taxation any Lien thereon, and imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes so as to affect this Mortgage or the indebtedness secured hereby, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor in the event Mortgagor fails to pay such taxes after demand by Mortgagee and Mortgagee thereafter pays such taxes; provided, however, that if in the opinion of counsel for Mortgagee (a) it shall be unlawful to require Mortgagor to make such payment, or (b) the making of such payment shall result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Obligations to be and become due and payable ninety (90) days from the giving of such notice.

12. **Mortgagee's Performance of Defaulted Acts; Subrogation.** In case of default on the part of Mortgagor under this Mortgage and the failure of Mortgagor to cure such default within the applicable cure period, if any, Mortgagee shall have the right, but not the obligation, to make any payment or perform any act herein or in or with respect to any of the Obligations required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. Anything to the contrary notwithstanding, Mortgagee may immediately take action to cure any default in the payment of taxes or insurance premiums or any other defaults that create an emergency regarding the priority or validity of the lien of this Mortgage or the physical condition of the Premises without regard to the Mortgagor's cure rights, if any. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including, but not limited to, attorneys' fees and expenses, and any other moneys advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Default Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor under this Mortgage. Should the proceeds of the Obligations or any part thereof, or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof on a parity with or prior or superior to the lien hereof, then as additional security hereunder, Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

13. **Mortgagee's Reliance on Tax Bills, Etc.** Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or

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settlement of any Lien, may do so without inquiry as to the validity or amount of such Lien or any claim for Lien which may be asserted.

14. Event of Default. The following shall be an Event of Default ("Event of Default") hereunder:

(a) Failure by Mortgagor to pay within three (3) Business Days after the date due any principal, interest or other sums payable under the Letter of Credit, the Loans, the Note, the Loan Agreement, the Reimbursement Agreement or any other Credit Document;

(b) Failure by Mortgagor or any other obligated person or entity duly to observe any other covenant, condition, or agreement of this Mortgage or any other Credit Document, which failure is not cured within thirty (30) days after written notice to Mortgagor in the manner set forth herein; provided that if such failure cannot reasonably be cured within such thirty (30) days but within such period Mortgagor commences a cure and thereafter diligently pursues a cure of such failure, then such failure shall not constitute an Event of Default unless the same is not cured within ninety (90) days after such original notice;

(c) The occurrence of a Default (after the giving of any required notice and expiration of any applicable cure period) or Event of Default under the Reimbursement Agreement, the Loan Agreement or any Credit Document;

(d) The creation or suffering to exist by Mortgagor of any lien or encumbrance on the Premises, other than (i) the lien of this Mortgage, (ii) Permitted Exceptions, and (iii) liens and encumbrances, if any, expressly permitted by this Mortgage or the Reimbursement Agreement, subject to any right of Mortgagor expressly set forth herein or in the Reimbursement Agreement to contest certain liens and encumbrances; or

(e) Any representation or warranty provided herein or in any Credit Document, in any document or instrument evidencing, securing or guaranteeing the Obligations and given or provided by or on behalf of Mortgagor is false in any material respect or materially misleading at the time given.

Provided that with respect to any of the foregoing wherein a notice is required, such Event of Default will be deemed to have occurred upon the occurrence of such event without notice being required if Mortgagee is prevented from giving notice by bankruptcy or other applicable law. Nothing herein shall require notice in any item of this Section where notice is not expressly required.

15. Foreclosure; Expense of Litigation; Protective Advances.

(a) When an Event of Default shall have occurred (whether listed in Section 14 hereof or described elsewhere in this Mortgage), Mortgagee shall have the right upon Mortgagee's notice to Mortgagor (or without notice if Mortgagee is prevented from giving notice by bankruptcy or other applicable law) to accelerate the maturity of all of the Obligations (or take any other action provided in the Reimbursement Agreement or at law or equity) to Mortgagor or any other person or entity and to foreclose the lien hereof by judicial action, power of sale or in any other manner permitted by applicable law. In any suit to foreclose the lien hereof or in any other action to enforce any other remedy of Mortgagee under this Mortgage or with respect to any of the other Obligations, there shall be allowed and included as additional indebtedness in the decree for sale, judgment of foreclosure or other judgment or decree all

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expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, paralegals' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including, but not limited to, the fees and expenses of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Obligations or the Premises, including bankruptcy or probate proceedings, or in the preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate, and shall be secured by this Mortgage.

(b) Without limitation on the foregoing, all advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15 1101 et seq. ("Act"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act referred to below (all such advances, disbursements and expenditures heretofore and hereafter referred to in this Section 15 and elsewhere in this Mortgage, collectively, "Protective Advances"):

(i) all advances by Mortgagee in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild the Premises or other improvements upon the Premises; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;

(ii) payments by Mortgagee of: (A) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (B) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Premises or any part thereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(iii) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(iv) attorneys' fees and other expenses incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Sections 15-1504 (d)(2) and 15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagee hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

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(v) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;

(vi) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of the Act;

(vii) expenses incurred and expenditures made by Mortgagee for any one or more of the following (if applicable): (A) if any interest in the Premises is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (B) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Premises imposed by subsection (c)(1) of Section 15-1704 of the Act; (C) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (D) payments required or deemed by Mortgagee to be for the benefit of the Premises or required to be made by the owner of the Premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Premises; (E) shared or common expense assessments payable to any association or corporation in which the owner of the Premises is a member in any way affecting the Premises; and (F) pursuant to any Lease or other agreement for occupancy of the Premises.

(c) All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to subsection (b)(1) of Section 15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (i) determination of the amount of Obligations secured by this Mortgage at any time; (ii) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose; (iii) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act; (iv) application of income in the hands of any receiver or mortgagee in possession; and (v) computation of any deficiency judgment pursuant to subsections (b)(2) and (e) of Sections 15-1508 and Section 15-1511 of the Act.

(d) Upon any sale made under or by virtue of this Section or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Premises or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Obligations of Mortgagor secured by this Mortgage the sale price, after deducting therefrom the expenses of the sale and the cost of the action and any other sums which Mortgagor is required to pay or that Mortgagee is authorized to deduct under this Mortgage.

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(e) Mortgagor understands and agrees that in the event of an Event of Default, Mortgagee, to the extent this Mortgage constitutes a security agreement under the Code, may exercise any and all rights and remedies of a secured party under the Code, including, but not limited to, the taking possession of any personal property covered by this Mortgage and disposing of the same by sale or otherwise; provided, however, that at least 10 Business Days prior notice of such disposition must be given to the Mortgagor, all as provided for by the Code, it being agreed that such 10 Business Days notice shall constitute fair and reasonable notice to Mortgagor of such disposition.

16. Application of Proceeds of Foreclosure Sale. Unless Mortgagee otherwise directs pursuant to the Reimbursement Agreement, the proceeds of any sale of any foreclosure sale pursuant to this Mortgage, as well as any collateral consisting of cash, shall be applied after receipt by Mortgagee as follows:

First, to the payment of or reimbursement for all Protective Advances, including all costs, fees and expenses of Mortgagee and its agents, representatives and attorneys incurred in connection with such sale or with the retaking, holding, handling, preparing for sale (or other disposition) of the Premises or Collateral or otherwise in connection with the Reimbursement Agreement, any other Credit Document or any of the Obligations;

Second, to pay all other amounts payable by Mortgagor under the Credit Documents;

Third, to the payment of the outstanding principal balance and accrued interest and fees on the Obligations; and

Fourth, to Mortgagor or to such other Person as a court may direct.

17. Appointment of Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises, and Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power: (a) to collect the Rents during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such Rents; (b) to extend or modify any Leases and to make new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renewal terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from any judgment or decree of foreclosure, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part to: (x) the Obligations or any tax, special assessment or other lien which may

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be or become superior to the lien hereof or of such decree, provided such application is made prior to any foreclosure sale; and (y) the deficiency in case of a sale and deficiency.

18. Assignment of Leases and Rents.

(a) To further secure the Obligations, Mortgagor hereby sells, assigns and transfers unto Mortgagee all Leases and all Rents (whether before or after foreclosure or during the period of redemption) under or by virtue of, and to the extent payable pursuant to, any Leases, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases and Rents, and all the avails thereunder to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee, its true and lawful attorney in its name and stead (with or without taking possession of the Premises as provided in Section 19 hereof) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Mortgagee shall, in its sole discretion, determine, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Section 19 hereof.

(b) Mortgagor agrees that no Rents will hereafter be paid by any person in possession of any portion of the Premises for more than one month in advance, and Mortgagor further agrees that the payment of the Rents to accrue for any portion of the Premises will not be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor, without Mortgagee's prior written consent. Mortgagor agrees that it will not hereafter assign any Leases or Rents of the Premises to other persons or entity.

(c) Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession of the Premises in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to Section 19 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

(d) Mortgagor further agrees to assign and transfer to Mortgagee all future Leases upon all or any part of the Premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time require.

(e) Although it is the intention of the parties that the assignment contained in this Section 18 shall be a present and absolute assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by Section 18 until an Event of Default occurs and Mortgagor shall retain such rights and powers until such time. The rights of Mortgagee under this Section 18 shall continue and remain in full force and effect both before and after commencement of any action or proceeding to foreclose this Mortgage, after the foreclosure sale in connection with the foreclosure of this Mortgage, and until expiration of the period of redemption from any such foreclosure sale, whether or not any deficiency from the unpaid balance of the indebtedness secured hereby exists after such foreclosure sale.

(f) This Section 18 is subject to (i) certain rights of Mortgagor set forth in the Reimbursement Agreement relating to financing of accounts receivable, and (ii)

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certain federal and state laws, rules and regulations relating to (A) confidentiality of patient and resident records, and (B) limitations on the ability to terminate certain patient and resident occupancy rights.

19. Mortgagee's Right of Possession in Case of Default.

(a) In any case in which under the provisions of this Mortgage, Mortgagee has a right to foreclose the lien hereof, Mortgagor shall, forthwith, upon demand by Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Premises or any part thereof personally or by its agent or attorneys. In such event, Mortgagee in its discretion may, in accordance with law, enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accretions of Mortgagor or the then owner of the Premises relating thereto and may exclude Mortgagor its agents or servants wholly therefrom and may, as attorney in fact, as agent for Mortgagor or in its own name as Mortgagee, and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the Rents of the Premises, including actions for the recovery of Rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any Leases for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) to elect to disaffirm any Leases which are then subordinate to the lien hereof, unless such Leases are covered by a nondisturbance agreement signed by Mortgagee; (c) to extend or modify any then existing Leases and to make new Leases which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) to receive all or such Rents; Mortgagor hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor. Without limitation on the foregoing, in addition to any rights granted Mortgagee hereunder or under applicable law, Mortgagee shall have all powers, rights and duties as provided for in Sections 15-1701, 15-1702 and 15-1703 of the Act.

(b) Mortgagor shall be deemed to have constituted and appointed Mortgagee its true and lawful attorney-in-fact with full power of substitution either in the name of Mortgagee or in the name of Mortgagor, to exercise any of the powers granted to Mortgagee pursuant to this Section 19. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Leases. Beneficiary shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which Mortgagee may or might incur by reason of its performance of any action authorized under this Section 19 and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged

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obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements of Mortgagor, excluding liability, loss or damage resulting from the gross negligence or willful misconduct of Mortgagee.

20. Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 18 and Section 19 hereof, shall have full power to use and apply the Rents of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine in its sole discretion:

(a) to the payment of the operating expenses of the Premises, including, but not limited to, the cost of the management and leasing thereof (which shall include compensation to Mortgagee or its assignee or assignees, if management is delegated to an assignee or assignees, and shall include lease commissions and other compensation and expenses of seeking and providing tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises and of placing the Premises in such condition as which, in the judgment of Mortgagee, make it readily rentable; and

(d) to the payment of any Obligations or any deficiency which may result from any foreclosure sale in accordance with the provisions of Section 16.

21. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the Premises at all reasonable times upon reasonable prior notice and access thereto shall be permitted for that purpose.

22. Condemnation. If all or any part of the Premises shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, other than a taking of a part of the Premises which does not in Mortgagee's reasonable opinion materially and adversely affect access to and use of the Premises as a licensed nursing home facility as operated on the date of this Mortgage, the entire Obligations secured hereby shall at the option of the Lender become immediately due and payable. If a part of the Premises shall be physically damaged through condemnation such that Mortgagee does not require that the Obligations be paid in full, Mortgagor will restore promptly, repair or alter the remaining Premises in a manner satisfactory to the Mortgagee. Except as provided in the Reimbursement Agreement, Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceedings relating to any condemnation, and to settle or compromise any claim in connection therewith; provided that so long as no Default or Event of Default then exists, Mortgagor shall be entitled to participate in any such action or proceeding and may, without Mortgagee's consent, settle or compromise any claim so long as such settlement or compromise results in a payment to Mortgagee sufficient to pay in full all Obligations, whether or not then due, and Mortgagor directs Mortgagee to apply the proceeds of such settlement or compromise for such purpose. All such compensation, awards, damages, claims, rights of action and proceeds and

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the right thereto are hereby assigned by the Mortgagor to the Mortgagee, who, after deducting therefrom all its expenses, including attorney's fees, may release any moneys so received by it without affecting the lien of this Mortgage or apply the same in such manner as Mortgagee shall determine to the reduction of the sums secured hereby, whether matured or to mature in the future, and any balance of such moneys then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceed as the Mortgagee may require. Mortgagor represents and warrants to Mortgagee that there are no proceedings pending, or, to the best of Mortgagor's knowledge, threatened, to acquire any power of condemnation or eminent domain, with respect to the Premises, or any interest therein, or to enjoin or similarly prevent or restrict the proposed use of the Premises in any manner.

23. Release upon Payment and Discharge of Mortgagor's. If Mortgagor shall fully pay and perform all Obligations then Mortgagee shall execute and deliver to Mortgagor a release of this Mortgage in recordable form.

24. Giving of Notice. Any notice or other communication required or permitted to be given by this Mortgage or by the applicable law shall be in writing and shall be deemed received (a) on the date delivered, if sent by hand delivery (to the person or department if one is specified below), (b) three (3) days following the date deposited in U.S. mail, certified or registered, with return receipt requested, (c) one (1) Business Day following the date deposited with Federal Express or other national overnight carrier, and in each case addressed as follows, or (d) on the date sent by facsimile to the facsimile number set forth below during normal business hours (being 9:00 a.m. to 5:00 p.m., local time of the party to which notice is sent) on any business day provided a copy is then after promptly sent by one other method set forth above:

If to Mortgagor:

RSM Nursing Associates Limited Partnership
c/o EMI Enterprises, Inc.
3737 West Arthur
Lincolnwood, Illinois 60645
Attention: Mr. Morris Esformes
Facsimile: (708) 674-5794

With a Copy to:

Sachnoff & Weaver, Ltd.
30 South Wacker Drive - 29th Floor
Chicago, IL 60606-7484
Attention: Abraham J. Stern
Facsimile: (312) 207-6400

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If to Mortgagee

LaSalle National Bank
135 South LaSalle Street
Chicago, IL 60603
Attention: Lori K. Becker
Facsimile: (312) 904-6353

Either party may change its address to another single address by notice given as herein provided, except any change of address notice must be actually received in order to be effective.

25. Waiver of Defense; Remedies Not Exclusive; Time is of the Essence. No action for the enforcement of the lien hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Obligations. Mortgagee shall be entitled to enforce payment and performance of any indebtedness secured hereby and to exercise all rights and powers under this Mortgage or under or with respect to any other Obligations or any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given hereby to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies. No waiver of any Event of Default shall be implied from any omission by the Mortgagee to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any such default other than the default specified in the express waiver and then only for the time and to the extent therein stated. No acceptance of any payment of any one or more delinquent installments which does not include interest at the Default Rate from the date of delinquency shall constitute a waiver of the right of Mortgagee at any time thereafter to demand and collect payment of interest at such Default Rate. Time is of the essence of this Mortgage and each of the covenants and provisions hereof.

26. Default Rate; Late Payment Charge. No right of offset or claim that Mortgagor now has or may have in the future against Mortgagee shall relieve Mortgagor from paying any amounts due under or with respect to the Obligations or from performing any other duties contained herein or secured hereby. If an amount hereunder or under the Obligations, is not paid when due (subject to applicable grace and time periods provided in the Reimbursement Agreement), such unpaid amount shall bear interest at the Default Rate specified in the Reimbursement Agreement.

27. Binding on Successors and Assigns. The provisions of this Mortgage shall apply to, inure to the benefit of, and bind Mortgagor and Mortgagee and their respective successors and assigns.

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28. Definitions of "Mortgagor," and "Mortgagee." The words "Mortgagor", "Trustee", "Beneficiary" when used herein shall include: (a) the original Mortgagor, Trustee or Beneficiary, as the case may be, named in the preambles hereof; (b) the original Mortgagor's, Beneficiary's or Trustee's, as the case may be, successors and assigns; and (c) all owners from time to time of the Premises. The word "Mortgagee" when used herein shall include all successors and assigns of the Mortgagee identified in the preambles hereof.

29. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

30. Filing and Recording Fees. Mortgagor shall pay all title insurance premiums, escrow charges, filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage and the other Credit Documents.

31. Execution of Separate Security Agreement, Financing Statements, Etc. Mortgagor, upon request by Mortgagee from time to time, shall forthwith on demand execute, acknowledge and deliver to Mortgagee, a security agreement, financing statement or other similar security instruments, in form reasonably satisfactory to Mortgagee, covering all property of any kind whatsoever which Mortgagor may hereafter acquire, which in the opinion of Mortgagee is essential to the operation of the Premises and which constitutes goods within the meaning of the Code, and Mortgagor will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Mortgagee may reasonably request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and re-filing of any such document.

32. Reimbursement Agreement; Loan Agreement. The Reimbursement Agreement and the Loan Agreement and all provisions thereof are incorporated herein by express reference. All advances and indebtedness arising and accruing under the Reimbursement Agreement (and drawings under the Letter of Credit) and the Loan Agreement from time to time shall be secured hereby to the full extent of the amount stated to be secured hereby according to law. Except as otherwise specifically provided herein, in the event of any conflict or inconsistency between the terms and provisions of this Mortgage and those of the Reimbursement Agreement, the Loan Agreement or any other Credit Document, the terms and provisions of the Reimbursement Agreement shall in each instance govern and control to the extent of such conflict or inconsistency.

33. Mortgagee's Lien for Service Charge and Expenses; Maximum Obligations Secured. At all times, regardless of whether any proceeds have been disbursed, this Mortgage secures (in addition to the Obligations disbursed from time to time) the payment of any Protective Advances and all other expenses and advances due to or incurred by Mortgagee in connection with the Obligations and which are to be reimbursed by Mortgagor under the terms of this Mortgage, the Reimbursement Agreement, the Loan Agreement or the other Credit Documents; provided, however, that in no event shall the total amount of the Obligations plus such additional amounts exceed 300% of the original face amount of the Obligations.

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34. Maintenance of Mortgagor's and Mortgagor's Interest. Except to the extent expressly permitted by the Reimbursement Agreement, so long as any of the Obligations remain unpaid, unperformed, unsatisfied, or undischarged, the occurrence of any of the following events, either voluntarily, by operation of law or otherwise, shall constitute an immediate Event of Default: (a) any sale, assignment, transfer, conveyance, mortgage or encumbrance of the Premises or any portion thereof; (b) any sale, assignment, transfer, conveyance, pledge or encumbrance, of any capital stock or equity interest in Beneficiary, or the sale or creation of any additional capital stock or equity interest in Beneficiary, or any change in the structure of Beneficiary or the modification, amendment or restatement of the articles of incorporation, partnership agreement or other action of or with respect to Beneficiary which results in (i) a statutory dissolution of Beneficiary; or (ii) the transfer of effective control of Beneficiary (whether by merger, consolidation, recapitalization, operation of law or otherwise); (c) any merger, business combination, dissolution, liquidation or termination of Beneficiary; or (d) any sale, assignment, transfer, conveyance, mortgage or encumbrance of the beneficial interest in the Land Trust; or (e) any contract to effectuate any of the foregoing shall be entered into.

35. No Offsets. No right of offset or claim that Mortgagor now has or may have in the future against Mortgagee shall relieve Mortgagor from paying any amounts due under or with respect to the Obligations or from performing any other duties contained herein or secured hereby.

36. Future Advances and Revolving Credit Advances. This Mortgage also secures all future advances, revolving credit advances and letters of credit made within twenty (20) years from the date hereof made or to be made under the Letter of Credit, which future advances, revolving credit advances and letters of credit shall have the same priority as if all such future advances, revolving credit advances and letters of credit were made or issued on the date of execution hereof. Nothing in this Section or in any other provision of this Mortgage shall be deemed either (a) an obligation on the part of Mortgagee to make any future advances, revolving credit advances or to issue any letters of credit other than in accordance with the terms and provisions of the Reimbursement Agreement or (b) an agreement on the part of Mortgagee to increase the amount of the Letter of Credit, the Loans or the aggregate face amount of the Letter of Credit and the Loans, taken together, to any amount in excess of \$8,225,754.

37. Counterparts. This Mortgage may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one contract, and shall become effective when copies hereof which, when taken together bear the signatures of the parties hereto, shall be delivered or mailed to the Mortgagee.

38. Indemnity. Beneficiary shall indemnify, defend and hold harmless Mortgagee (and its officers, directors, employees, agents, attorneys and affiliates) from and against any and all liabilities, suits, actions, proceedings, obligations, fines, damages, penalties, claims, losses, costs, charges and expenses (including, but not limited to, reasonable architects', engineers', accountants', consultants' and attorneys' fees and expenses) which may be imposed upon, incurred or asserted against Mortgagee or such Persons by reason of: (i) any capital improvements, other work or thing done in, on or about the Premises or any portion thereof; (ii) any use, non-use, misuse, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Premises or any street, drive, sidewalk, curb, passageway or space comprising a part thereof or adjacent thereto; (iii) any negligence or willful act or

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omission of Mortgagor, any lessee, any other occupant of the Premises or any agent, contractor, servant, employee, licensee or invitee of any of them; (iv) the claims of any lessee or any party acting through or under any such lessee or otherwise arising under or as a consequence of any lease; (v) any accident, injury (including death) or damage to any person or property occurring in, on or about the Premises or in, on or about any sidewalks, drives, curbs, passageways, streets, spaces or alleys adjacent thereto; (vi) any lien or claim which may be alleged to have arisen on or against the Premises under any law or any liability asserted against Mortgagee or such Persons with respect thereto; (vii) any tax or other imposition, including, but not limited to, any imposition attributable to the execution, delivery, filing or recording of any document evidencing the Obligations or memorandum thereof; (viii) any contest permitted pursuant to the provisions of this Mortgage; or (ix) any claim for any premium or other charge or any brokerage commission or other compensation that may be made by any real estate broker or any person acting as such with respect to (A) the Obligations or (B) any leasing brokerage commission arising from any lease; or (x) breach of any laws, rules or regulations. Notwithstanding anything to the contrary contained in this Mortgage, except for the indemnity obligations provided in the Indemnity Agreement, Beneficiary shall not be required to indemnify Mortgagee against any action or omission of Mortgagee or Mortgagee's agents or employees occurring from and after acceptance by Mortgagee of full possession and control of the Premises to the exclusion of Mortgagor, foreclosure of the Premises or acceptance by Mortgagee of a deed in lieu of foreclosure with respect to the Premises.

39. No Usury. In no event shall the amount paid or agreed to be paid hereunder or with respect to the Obligations exceed the highest lawful rate permissible under applicable law; and if under any circumstances whatsoever, fulfillment of any provision of this Mortgage or any Credit Document, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by applicable law, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstance Mortgagee should receive as interest an amount which would exceed the highest lawful rate allowable under law, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Obligations and not to the payment of interest, or if such excess interest exceeds the unpaid balance of principal, the excess shall be refunded to the Mortgagor. Without limitation on the foregoing, all sums paid, or agreed to be paid, for the use, forbearance, detention, taking, charging, receiving or reserving on all Obligations shall, to the extent permitted by law, be apportioned, prorated, allocated and spread throughout the term of such Obligations until payment in full so that the rate or amount of interest on account of such Obligations does not exceed the usury ceiling limit from time to time in effect and applicable thereto, if any, for so long as Obligations are outstanding.

40. Partial Invalidity. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to comply with all applicable local, state and federal laws and judicial decisions. However, if any provision or provision(s) of this Mortgage is found by a court of law to be in violation of any applicable local, state or federal laws or judicial decisions, and if such court should declare such portion, provision or provisions of this Mortgage to be illegal, unlawful, invalid, void or unenforceable as written, then it is the intent of both Mortgagee and Mortgagor that such portion, provision or provisions shall be given force to the fullest possible extent that it or they are legal, valid and enforceable, that the remainder of this Mortgage shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the respective rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this Mortgage shall continue in full force and effect.

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41. WAIVER OF STATUTORY RIGHTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, MORTGAGOR SHALL NOT AND WILL NOT APPLY FOR OR AVAIL ITSELF OF ANY HOMESTEAD, APPRAISEMENT, VALUATION, STAY, EXTENSION OR EXEMPTION LAWS, OR ANY SO-CALLED "MORATORIUM LAWS," NOW EXISTING OR HEREAFTER ENACTED, IN ORDER TO PREVENT OR HINDER THE ENFORCEMENT OR FORECLOSURE OF THIS MORTGAGE, BUT HEREBY WAIVES THE BENEFIT OF SUCH LAWS. MORTGAGOR FOR ITSELF AND ALL WHO MAY CLAIM THROUGH OR UNDER IT WAIVES ANY AND ALL RIGHT TO HAVE THE PROPERTY AND ESTATES COMPRISING THE PREMISES MARSHALLED UPON ANY FORECLOSURE OF THE LIEN HEREOF AND AGREES THAT ANY COURT HAVING JURISDICTION TO FORECLOSE SUCH LIEN MAY ORDER THE PREMISES SOLD AS AN ENTIRETY. MORTGAGOR HEREBY WAIVES AND ANY ALL RIGHTS OF REDEMPTION FROM SAID UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON ITS BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE. THE FOREGOING WAIVER OF THE RIGHT OF REDEMPTION IS MADE PURSUANT TO SECTION 15-1601 OF THE ACT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR FURTHER WAIVES DILIGENCE, DEMAND, PRESENTMENT, PROTEST AND NOTICE OF EVERY KIND IN CONNECTION WITH THE DELIVERY, ACCEPTANCE, PERFORMANCE, DEFAULT OR ENFORCEMENT OF THIS MORTGAGE AND THESE OBLIGATIONS, EXCEPT FOR SUCH NOTICES AS ARE EXPRESSLY PROVIDED IN THIS MORTGAGE OR THE CREDIT DOCUMENTS.

42. BUSINESS LOAN RECITAL: STATUTORY EXEMPTIONS.

(a) MORTGAGOR ACKNOWLEDGES AND AGREES THAT (i) THE PROCEEDS OF THE OBLIGATIONS WILL BE USED IN CONFORMANCE WITH SUBPARAGRAPH (1)(1) OF SECTION 4 OF THE INTEREST ACT (815 ILCS 205/0.01 et seq.); (ii) THAT THE INDEBTEDNESS SECURED HEREBY CONSTITUTES A BUSINESS LOAN WHICH COMES WITHIN THE PURVIEW OF SUBPARAGRAPH (1)(c) OF SAID SECTION 4; AND (iii) THAT THE OBLIGATIONS ARE EXEMPT TRANSACTIONS UNDER THE TRUTH-IN-LENDING ACT, 15 U.S.C. SEC. 1601 et seq.

(b) MORTGAGOR ACKNOWLEDGES AND AGREES 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 ACT) OR RESIDENTIAL REAL ESTATE (AS DEFINED IN SECTION 15-1219 OF THE ACT).

43. APPLICABLE LAW. THIS MORTGAGE SHALL BE CONSTRUED, INTERPRETED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO ILLINOIS CONFLICTS OF LAW PRINCIPLES).

44. WAIVER OF JURY TRIAL. MORTGAGOR HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF MORTGAGOR AND/OR MORTGAGOR WITH RESPECT TO THE DOCUMENTS OR IN CONNECTION WITH THIS MORTGAGE OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES UNDER THIS MORTGAGE OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP

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OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. MORTGAGOR AGREES THAT MORTGAGEE MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF MORTGAGOR IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF MORTGAGEE TO ISSUE THE LETTER OF CREDIT, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN MORTGAGOR AND MORTGAGEE SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

45. Exculpation of General Partners. No Person, by virtue of being a general partner of Mortgagor, shall be personally liable for principal, interest or other charges or obligations pursuant to the Letter of Credit or this Mortgage; however, nothing herein shall limit the obligations of Guarantor pursuant to the Guaranty or the Indemnity Agreement.

46. DuSable Land Trust Exculpation. This Mortgage is executed by LaSalle National Trust, N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said trustee or said bank personally to pay the Obligations, all such liability, if any, being expressly waived by Mortgagee, and that so far as Trustee is personally concerned, the owner or owners of any indebtedness accruing hereunder shall look to the payment thereof to the Premises, to Beneficiary personally and to all other security and guaranties of the Obligations.

47. Amendment and Restatement. This Amended and Restated Mortgage, Assignment, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement amends and restates and supersedes and replaces in its entirety that certain Mortgage from Mortgagor to Mortgagee dated as of September 1, 1994 and recorded with the Cook County Recorder on September 16, 1994 as Document 94811057.

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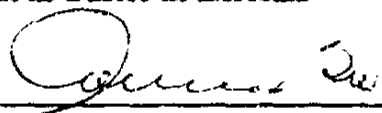
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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and delivered by its duly authorized officers as of the day and year first above written.

MORTGAGOR:


TRUSTEE:

LASALLE NATIONAL TRUST, N.A., not personally but as trustee as aforesaid

By: 
Name: Mortgagor
Its: VICE PRESIDENT

BENEFICIARY:

RSM NURSING ASSOCIATES LIMITED PARTNERSHIP

By: 
Morris I. Esformes, a general partner

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

HOPKINS & SUTTER
THREE FIRST NATIONAL PLAZA
SUITE 3800
CHICAGO, ILLINOIS 60602
ATTENTION: Patrick M. Hardiman

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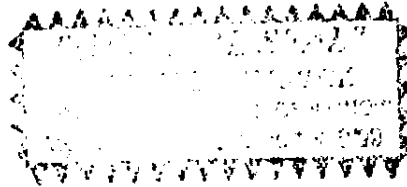
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Harriet Denisewicz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek, the Vice President of LaSalle National Trust, N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of such corporation, as his own free and voluntary act and as the free and voluntary act of such corporation, not personally, but as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of September, 1996.

Harriet Denisewicz
NOTARY PUBLIC

My Commission Expires:



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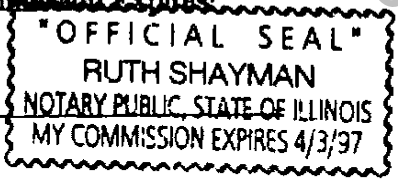
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Ruth Shayman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Morris I. Esformes, a general partner of RSM Nursing Associates Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of such corporation, as his own free and voluntary act and as the free and voluntary act of such corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20TH day of September, 1996.

Ruth Shayman
NOTARY PUBLIC

My Commission Expires:



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EXHIBIT A

PARCEL 1:

LOTS 12, 14, 16, 18, 20 AND 22 (EXCEPT THAT PART TAKEN FOR WIDENING OF SOUTH WABASH AVENUE) IN BLOCK 1 OF PETER SHRIMP'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2, 4, 6, 8 AND THE NORTH 1 FOOT OF LOT 10 (EXCEPT THAT PART TAKEN FOR WIDENING OF WABASH AVENUE) IN BLOCK 2 ALL IN PETER SHRIMP'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE ALLEY BETWEEN LOT 22 IN BLOCK 1 AND LOT 2 IN BLOCK 2 OF PETER SHRIMP'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE PASSED FEBRUARY 13, 1935 AND RECORDED MARCH 7, 1935 AS DOCUMENT 11579716, ALL IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 4314 SOUTH WABASH CHICAGO, ILLINOIS

PERMANENT INDEX NUMBERS: 20-03-300-021-0000
20-03-300-022-0000
20-03-300-023-0000
20-03-300-024-0000
20-03-300-025-0000
20-03-300-026-0000

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EXHIBIT B

Permitted Exceptions

1. Taxes not yet due and payable.
2. Unrecorded Lease Agreement dated as of September 1, 1994 by and between RSM Nursing Associates Limited Partnership and LaSalle National Trust, N.A., as Trustee under Trust Agreement dated July 1, 1994 and known as Trust Number 118948, Landlord, and Community Care Center, Inc., Tenant and all parties claiming thereunder, as amended by First Amendment dated as of September 15, 1996.
3. Terms, powers, provisions and limitations for the trust under which title to the land is held.

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