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. COOK COUNTY RECORDER

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. DEPT-10 PENALTY

\$72.00

## MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

Dated as of: July 30, 1997

### Mortgagor:

Holy Family Medical Center  
100 North River Road  
Des Plaines, IL 60016

### Mortgagee:

American National Bank and  
Trust Company of Chicago  
33 North LaSalle Street  
Chicago, Illinois 60690

Mortgaged Property: 150 North River Road, 1400 Golf Road, Des  
Plaines, Illinois

P.I.N. No.s: 09-08-400-016  
09-08-400-017

### Prepared by:

Creighton R. Meland, Jr.  
Dickinson, Wright, Moon,  
Van Dusen & Freeman  
Suite 400  
225 West Washington Street  
Chicago, IL 60606

### When recorded, please return to:

Creighton R. Meland, Jr.  
Dickinson, Wright, Moon,  
Van Dusen & Freeman  
Suite 400  
225 West Washington Street  
Chicago, IL 60606

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## MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING, dated as of July 30, 1997 by Holy Family Medical Center, an Illinois not-for-profit corporation (f/k/a Holy Family Hospital, Inc.) (the "Mortgagor") to American National Bank and Trust Company of Chicago, a national banking association (the "Mortgagee").

### WITNESSETH:

To secure the prompt and complete payment and performance of (a) all indebtedness of the Mortgagor to the Mortgagee now or hereafter existing, including without limitation the principal sum of Ten Million Three Hundred Ten Thousand Dollars (\$10,310,000), together with interest thereon, payable in accordance with the terms of a Construction Loan Note (Direct Note Obligation Series 1997) dated of even date herewith, together with interest thereon at a variable rate, the final payment on the Construction Loan Note being due no later than January 31, 1999 (such promissory note, and all extensions, renewal and modifications thereof, and all notes issued in substitution or exchange therefor, being herein called the "Note"), (b) the performance of the covenants herein contained and any monies expended by the Mortgagee in connection therewith, (c) the payment of all obligations and performance of all covenants of the Mortgagor under a certain Construction Loan Agreement (the "Loan Agreement") of even date herewith by and between Mortgagor and Mortgagee and any other loan documents, agreements, instruments or certificates between the Mortgagor and the Mortgagee given in connection with or related to this Mortgage or the Note, (d) the payment of all obligations and performance of all covenants of the Mortgagor to the Mortgagee under any loans, notes, instruments or agreements, whether now existing or hereafter created by and between the Mortgagor and Mortgagee and all notes issued pursuant thereto, as the same may be amended, extended, modified or supplemented from time to time; and (e) any and all other indebtedness, obligations and liabilities of any kind of the Mortgagor to the Mortgagee now or hereafter existing, direct or indirect, absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by the Mortgagor as principal, surety, endorser, guarantor, accommodation party or otherwise, including, without limitation, all principal and all interest (including interest accruing subsequent to any petition filed by or against the Mortgagor under the U.S. Bankruptcy Code), indemnity and reimbursement obligations, charges, expenses, fees, attorneys' fees and disbursements and any other amount owing thereunder (all of the aforesaid indebtedness, obligations and liabilities of Mortgagor, being herein called the "Mortgage Indebtedness" and this Mortgage, the Note, and all of the other documents, agreements and instruments evidencing or securing the repayment of, or otherwise pertaining to, the Mortgage Indebtedness being herein collectively called the "Loan Documents"). Mortgagor does hereby MORTGAGE, WARRANT, GRANT and CONVEY unto Mortgagee, and its successors and assigns, the following described property (the "Mortgaged Premises"):

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A. the land situated in the City of Des Plaines, County of Cook and State of Illinois, more specifically described in Exhibit A hereto (the "Land");

B. all easements, rights-of-way, licenses and privileges, thereunto belonging or in anywise appertaining;

C. all buildings and improvements now or hereafter situated upon the Land or any part thereof;

D. all building materials and equipment, now or hereafter located on the Land and intended to be incorporated in said buildings and improvements;

E. all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Land to the extent the same are owned by Mortgagor;

F. all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor, of, in and to the same and of, in and to every part and parcel thereof;

G. all the rents, issues and profits thereof under present or future leases, or otherwise, which are hereby specifically assigned, transferred and set over to Mortgagee, and including, but not limited to, all cash or securities deposited under any such leases to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due thereunder;

H. all right, title and interest of Mortgagor, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the Land;

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I. Mortgagor's interest, if any, in all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Land or any part thereof forming part of the building or improvements thereof and now owned or hereafter acquired by Mortgagor (all of which is herein called "Equipment"), including, but without limiting the generality of the foregoing, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures and Equipment pertaining thereto, it being understood and agreed that all Equipment is part and parcel of the Land and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged hereby;

J. any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Land as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the Land, (d) any other injury to or decrease in the value of the Land or (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Land, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment, Mortgagor hereby agreeing to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment;

K. Mortgagor's interest in all contract rights of every kind and nature whatsoever, now or hereafter relating to or used or useable in connection with any present or future operation of the Land or any buildings on the Land; and

L. all products and proceeds and interests hereafter acquired of the foregoing.

TO HAVE AND TO HOLD the Mortgaged Premises, and each and every part thereof, unto Mortgagee and its successors and assigns forever. Any reference herein to the "Mortgaged Premises" shall, unless the context shall require otherwise, be deemed to include and apply to the above described land and said buildings, improvements, equipment, rents, issues, profits, leases, easements, tenements, hereditaments and appurtenances and all other rights, privileges and interests hereinabove described, whether now existing or hereafter acquired.

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SUBJECT only to those matters set forth in Exhibit B hereto ("Permitted Encumbrances");

AND Mortgagor does hereby covenant and warrant as follows:

1. Payment of Mortgage Indebtedness; Performance of Agreements.

The Mortgagor shall pay the Mortgage Indebtedness according to the terms thereof, and will keep and perform all the covenants, promises and agreements in (a) the Note and any instruments at any time heretofore or hereafter issued to evidence all or any portion of the Mortgage Indebtedness, (b) this Mortgage and (c) any and all other Loan Documents, all in the manner herein or therein set forth.

2. Covenants of Title. The Mortgagor has good and indefeasible title to the entire Mortgaged Premises in fee simple and with good right and full power to sell, mortgage and convey the same, the Mortgaged Premises are free and clear of liens and encumbrances except Permitted Encumbrances, whether presently existing or which may hereafter be created in accordance with the terms hereof, and Mortgagor will warrant and defend the Mortgaged Premises against all lawful claims and demands whatsoever. The Mortgagee shall have the right, at its option and at such time or times as it, in its sole discretion, shall deem necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of the rights of Mortgagee hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate legal proceedings for such purposes.

3. Payment of Taxes, Assessments and Charges. The Mortgagor shall pay when due all real estate taxes, special assessments, water and sewer charges or other governmental charges and impositions levied or assessed with respect to the Mortgaged Premises or any part thereof. Should Mortgagor fail to pay such taxes, special assessments, water and sewer charges or other governmental charges or impositions, Mortgagee may, at its option, pay the same for the account of Mortgagor. Upon request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment.

4. Payment of Other Obligations; No Secondary Liens. The Mortgagor shall also pay any and all other obligations, liabilities or debts which may become liens, security interests, or encumbrances upon or charges against the Mortgaged Premises for any repairs or improvements that are now completed or are in progress or which may hereafter be made thereon, or for any other goods, services, or utilities furnished to the Mortgaged Premises, and except as expressly permitted by the Loan Agreement, shall not permit any lien, security interest, encumbrance or charge of any kind securing the repayment of borrowed funds (including the deferred purchase

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price for any property) to accrue and remain outstanding against the Mortgaged Premises or any part thereof, or any improvements thereon other than Permitted Encumbrances, if any.

5. Maintenance and Repair; Compliance with Laws; Inspection. The Mortgagor will keep the Mortgaged Premises and all the improvements thereon in good order and repair, and Mortgagor expressly agrees that it will not do or permit waste on the Mortgaged Premises nor do any other act whereby the Mortgaged Premises will become less valuable or the lien hereof may be impaired. Nonpayment of taxes and cancellation of insurance shall constitute waste. Should Mortgagor fail to effect the necessary repairs, Mortgagee may at its option make such repairs for the account of Mortgagor. The Mortgagor will promptly comply, and cause the Mortgaged Premises and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of the United States of America, State of Illinois, County of Cook, City of Des Plaines or any other governmental authority affecting the Mortgaged Premises or any part thereof or the use or occupancy thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Premises, or any part thereof, or the use or occupancy thereof. The Mortgagee, and any person authorized by Mortgagee, shall have the right to enter upon and inspect the Mortgaged Premises during normal business hours with reasonable advance notice. Mortgagor shall not materially alter the Improvements, as defined in the Loan Agreement, and shall not erect any buildings or other structures on the Land, except as permitted in the Loan Agreement.

6. Insurance. (a) The Mortgagor shall keep the Land and buildings and other improvements on the Mortgaged Premises, or which may hereafter be erected thereon, constantly insured for the benefit of Mortgagee with such company or companies and in such amounts as more specifically described in Section 7.1(c) of the Loan Agreement.

(b) (i) In the event of loss or damage of any amount if an Event of Default has occurred hereunder and is continuing, the proceeds of said property and builders' risk insurance on the buildings and improvements shall be paid to Mortgagee alone. No such loss or damage shall itself reduce the Mortgage Indebtedness. In such circumstances, the Mortgagee is authorized to adjust and compromise such loss without the consent of Mortgagor, to collect, receive and receipt for such proceeds in the name of Mortgagee and Mortgagor and to endorse Mortgagor's name upon any check in payment thereof. Such proceeds shall be applied first toward reimbursement of all costs and expenses of Mortgagee in collecting said proceeds and then toward payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable, or, subject to the terms of paragraph 7(d) below, Mortgagee at its option may apply said

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insurance proceeds, or any part thereof, to the repair or rebuilding of the Mortgaged Premises. No such application of proceeds by Mortgagee toward payment of the Mortgage Indebtedness shall reduce the amount of the payments required to be made on the Mortgage Indebtedness in accordance with its terms.

(ii) If no Event of Default has occurred and is continuing hereunder Mortgagor may adjust and compromise such loss and utilize such proceeds to rebuild the Mortgaged Premises if (x) Mortgagor furnishes Mortgagee evidence that leases remain in effect or tenants have entered into binding agreements to continue such leases on substantially the same terms upon substantial completion of such rebuilding for at least 85% of the rentable space of the Mortgaged Premises and (y) Mortgagor would meet at least one of the financial tests required to issue indebtedness pursuant to Section 415 of that certain Master Trust Indenture, dated as of November 1, 1985, by and between Mortgagor and First Trust National Association, successor to Continental Bank, National Association, as the same may be amended, modified or supplemented from time to time (the "Existing Master Indenture"), the provisions of which for purposes hereof shall survive the termination or defeasance thereof or, if given effect by Section 7.2(c) of the Loan Agreement, the Mortgagor meets at least one of the financial tests required to issue indebtedness pursuant to a certain Master Trust Indenture that may be entered into at a future date by and between the Mortgagor and a master trustee to be named (the "New Master Indenture") to the extent that Section 415 of such New Master Indenture or analogous provision of the New Master Indenture concerning the issuance of additional indebtedness contains provisions applicable to the Mortgagor less restrictive with respect to aggregate indebtedness, debt service coverage or other financial tests, provided the Mortgagor complies with the following terms and conditions: The proceeds of such insurance shall be paid into a construction escrow with a title insurance company reasonably approved by the Mortgagee (the "Construction Escrow") and said insurance proceeds shall be used at the option of the Mortgagor either (1) to repay the Mortgage Indebtedness, in which case the proceeds shall be repaid to the Mortgagee or (2) to repair and replace the Mortgaged Premises in which case the Mortgagor shall make or cause to be made the necessary repairs to or replacements of the Mortgaged Premises. Nothing contained in clause (1) of the preceding sentence shall be construed to relieve Mortgagor of its obligations under Section 5 hereof. If the Mortgaged Premises are to be restored with such proceeds, the Mortgagor shall proceed diligently to do so with reasonable dispatch. Prior to the disbursement of any insurance moneys for the purpose of repair or replacement, the Mortgagor shall furnish the Mortgagee with copies of plans and specifications related to such repair and replacement, a budget for the estimated cost and completion times thereof and a contract or contracts with general contractors and/or subcontractors necessary to complete same. Each request for disbursement by the Mortgagor shall be signed by an authorized officer of the Mortgagor and approved in writing by the Mortgagee in the same form as required by Section 3.2 of the Loan Agreement and provided no Event of Default has occurred and is continuing hereunder, the Mortgagee shall apply or cause to be applied so much as may be necessary of the

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moneys in the Construction Escrow to the payment or reimbursement of the costs for such repair, building or restoration so long as the Mortgagor has satisfied the following additional conditions: (A) the Mortgagor shall promptly deposit such additional amounts in the Construction Escrow reasonably deemed necessary to complete such repair, building or restoration and shall promptly cure any shortfall in insurance moneys with its own funds, (B) the Mortgagor shall commence such repair, building or restoration as promptly as reasonably possible, (C) the Mortgagee shall be reasonably satisfied that such repair, building or restoration will be completed on or before the earlier to occur of (1) nine (9) months after the occurrence of such damage or destruction or (2) such time as may be required under applicable zoning laws, ordinances, rules and regulations in order to restore the Mortgaged Premises to the condition that existed immediately prior to such damage or destruction, (D) the Mortgagor shall effect such repair, building or restoration in an expeditious and diligent fashion in compliance with all applicable governmental laws, rules and regulations, (E) such damage or destruction does not result in permanent loss of access to the Mortgaged Premises, (F) the Mortgagor shall reimburse the Mortgagee each month, or at such lesser frequency as elected by the Mortgagee, for all the Mortgagee's out-of-pocket expenses related to such damage or destruction, including, without limitation, the fees and disbursements of counsel to the Mortgagee, title insurance premiums, surveyor's fees, inspecting architect's fees and all such other costs, fees and expenses incurred by the Mortgagee reasonably necessary to protect the Mortgagee's interest in the Mortgaged Premises, (G) the Mortgagor shall otherwise be in compliance with this Mortgage including, without limitation, the obligation to keep the Mortgaged Premises free and clear of liens, charges and encumbrances other than Permitted Encumbrances, and (H) the Mortgagee shall receive reasonable assurances that it retains a valid and first mortgage lien on and security interest in the Mortgaged Premises and, while held in the Construction Escrow, the cash proceeds of such insurance, including, without limitation, any necessary endorsements to the Mortgagee's lender's policy of title insurance and any necessary amendments or modifications to this Mortgage.

(c) In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Premises shall succeed to all of the rights of Mortgagor under said insurance policies payable to Mortgagee, including any right to unearned premiums and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring.

(d) Upon the occurrence of any casualty loss, the Mortgagor shall give immediate written and oral notice thereof to the Mortgagee and to the insurer. Subject to the provisions of the foregoing clause (b)(ii), the Mortgagee shall have the right to apply the insurance proceeds (in the order and in the amounts that the Mortgagee in its sole discretion elects) to the payment of (a) all of the costs and expenses, if any, of taking possession of the Mortgaged Premises or otherwise enforcing its rights and remedies under the Loan Documents, including, without limitation, payment of attorneys' fees and

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fees of a receiver; (b) accrued and unpaid interest due on the Note; and (c) the balance of the Mortgage Indebtedness. Any excess proceeds remaining after any reconstruction shall be paid to the Mortgagee to be applied by the Mortgagee, in its discretion, to the payment of the amounts described in the foregoing clauses (a), (b) or (c) immediately above, or to any parties entitled thereto, as their interests may appear. The Mortgagee acknowledges that there shall be no prepayment penalty to the extent insurance proceeds are applied towards reduction of the principal balance of the Mortgage Indebtedness secured hereby. The Mortgagee shall be under no obligation to invest the insurance proceeds on behalf of or for the benefit of the Mortgagor.

(e) In the event Mortgagor fails to keep the Land, buildings and other improvements on the Mortgaged Premises insured as required by paragraph 7(a) above, Mortgagee may, at Mortgagor's expense, obtain and pay for such insurance.

To the extent permitted by applicable law, Mortgagor agrees to reimburse Mortgagee on demand for any payment made or any expense incurred by Mortgagee in obtaining such insurance, together with interest thereon at the Overdue Rate (as defined in the Loan Agreement, as the same may be amended from time to time), from the date that any such payment is made or any such expense incurred, until paid, and repayment of such sums shall be secured by this Mortgage. For purposes of compliance with the Illinois Collateral Protection Act 815 ILCS § 180/1 et seq. (the "Act"), the Mortgagor hereby acknowledges Mortgagee's right pursuant to paragraph 7(b) above to obtain collateral protection insurance, as defined under the Act, as follows:

"Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own."

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For purposes of this paragraph 6(e), "you", "your" and terms of like import refer to the Mortgagor, "we", "us" and terms of like import refer to the Mortgagee and "collateral" refers to the Mortgaged Premises as defined in this Mortgage.

7. Eminent Domain. (a) Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the Mortgaged Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay the Mortgage Indebtedness in accordance with the terms of the Loan Documents, and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only upon the receipt by Mortgagee of such award. The Mortgagor hereby assigns the entire proceeds of any award or payment to Mortgagee. The Mortgagee is authorized to commence, appear in and prosecute, in its own or in Mortgagor's name, any action or proceeding relating to any such taking, and to settle or compromise any claim in connection therewith. Such proceeds shall be applied first toward reimbursement of all costs and expenses of Mortgagee in collecting said proceeds and then toward payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable, or Mortgagee at its option may apply said proceeds, or any part thereof, to the alteration, restoration or rebuilding of the Mortgaged Premises. No such application of proceeds by Mortgagee toward payment of the Mortgage Indebtedness shall reduce the amount of the payments required to be made on the Mortgage Indebtedness in accordance with its terms.

(b) If no Event of Default has occurred and is continuing hereunder Mortgagor shall have the right to commence and prosecute any action or proceeding relating to any such taking if (x) Mortgagor furnishes Mortgagee evidence that leases remain in effect or tenants have entered into binding agreements to continue such leases on substantially the same terms upon substantial completion of such rebuilding for at least 85% of the rentable space of the Mortgaged Premises, (y) after giving effect to rebuilding that may be undertaken on the Mortgaged Premises, such taking does not materially and adversely affect the market value of the Mortgaged Premises, materially and adversely affect the continued operation thereof for the purposes contemplated on the date of this Mortgage and does not affect any improvements of the Mortgaged Premises constituting the buildings thereon and (z) Mortgagor would meet at least one of the financial tests required to issue indebtedness pursuant to Section 415 of the Existing Master Indenture, the provisions of which for purposes hereof shall survive the termination or defeasance thereof or, if given effect by Section 7.2(c) of the Loan Agreement, the Mortgagor meets at least one of the financial tests required to issue indebtedness pursuant to the New Master Indenture to the extent that Section 415 of such New Master Indenture or analogous provision of the New Master Indenture concerning the issuance of additional indebtedness contains provisions applicable to the Mortgagor less restrictive with respect to aggregate indebtedness, debt service coverage or other financial tests provided the Mortgagor complies with the following terms and

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conditions: The proceeds of such condemnation shall be paid into the Construction Escrow and said condemnation proceeds shall be used at the option of the Mortgagor either (1) to repay the Mortgage Indebtedness, in which case the proceeds shall be repaid to the Mortgagee or (2) to restore or rebuild the Mortgaged Premises in which case the Mortgagor shall make or cause to be made the necessary restoration or replacements of the Mortgaged Premises. Nothing contained in clause (1) of the preceding sentence shall be construed to relieve Mortgagor of its obligations under Section 5 hereof. If the Mortgaged Premises are to be restored or rebuilt with such proceeds, the Mortgagor shall proceed diligently to do so with reasonable dispatch. Prior to the disbursement of any condemnation moneys for the purpose of restoration or rebuilding, the Mortgagor shall furnish the Mortgagee with copies of plans and specifications related to such restoration or rebuilding, a budget for the estimated cost and completion times thereof and a contract or contracts with general contractors and/or subcontractors necessary to complete same.

Each request for disbursement by the Mortgagor shall be signed by an authorized officer of the Mortgagor and approved in writing by the Mortgagee in the same form as required by Section 3.2 of the Loan Agreement and provided no Event of Default has occurred and is continuing hereunder, the Mortgagee shall apply or cause to be applied so much as may be necessary of the moneys in the Construction Escrow to the payment or reimbursement of the costs for such building or restoration so long as the Mortgagor has satisfied the following additional conditions: (A) the Mortgagor shall promptly deposit such additional amounts in the Construction Escrow reasonably deemed necessary to complete such restoration or building and shall promptly cure any shortfall in condemnation moneys with its own funds, (B) the Mortgagor shall commence such restoration or building as promptly as reasonably possible, (C) the Mortgagee shall be reasonably satisfied that such restoration or building will be completed on or before the earlier to occur of (1) nine (9) months after the entry of a final judgment of condemnation or final and binding settlement related to such proceedings, or (2) such time as may be required under applicable zoning laws, ordinances, rules and regulations in order to restore the Mortgaged Premises to the condition that existed immediately prior to such condemnation, (D) the Mortgagor shall effect such restoration or building in an expeditious and diligent fashion in compliance with all applicable governmental laws, rules and regulations, (E) such condemnation does not result in permanent loss of access to the Mortgaged Premises, (F) the Mortgagor shall reimburse the Mortgagee each month, or at such lesser frequency as elected by the Mortgagee, for all the Mortgagee's out-of-pocket expenses related to such condemnation, including, without limitation, the fees and disbursements of counsel to the Mortgagee, which shall include, without limitation, fees and disbursements related to any appearance in any condemnation or other judicial or administrative proceeding, title insurance premiums, surveyor's fees, inspecting architect's fees and all such other costs, fees and expenses incurred by the Mortgagee reasonably necessary to protect the Mortgagee's interest in the Mortgaged Premises, (G) the Mortgagor shall otherwise be in compliance with this Mortgage including, without limitation, the obligation to keep the Mortgaged Premises free and clear of liens, charges and encumbrances other than Permitted Encumbrances, and (H) the

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Mortgagee shall receive reasonable assurances that it retains a valid and first mortgage lien on and security interest in the Mortgaged Premises and, while held in the Construction Escrow, the cash proceeds of such condemnation, including, without limitation, any necessary endorsements to the Mortgagee's lender's policy of title insurance and any necessary amendments or modifications to this Mortgage or the recordation of new mortgages on any property not subject to this Mortgage.

8. Reimbursement of Advances by Mortgagee. The Mortgagor shall pay to Mortgagee, upon demand, all sums expended by Mortgagee, or by a receiver appointed at the request of Mortgagee, unless such sums shall be paid out of the rents, income and profits from the Mortgaged Premises, (a) to pay insurance premiums, taxes, assessments, water and sewer charges and other governmental charges and impositions with respect to the Mortgaged Premises, (b) to maintain, repair or improve (so long as any improvements relate to continued use of the Mortgaged Premises reasonably consistent with preceding use as an office facility) the Mortgaged Premises, (c) to defend the lien of this Mortgage as a lien against the Mortgaged Premises subject only to the encumbrances hereinabove expressly set forth, (d) to discharge any lien or encumbrance affecting the Mortgaged Premises other than Permitted Encumbrances, (e) to cure any default of Mortgagor under any lease or other agreement covering the Mortgaged Premises, (f) to cure any default of Mortgagor hereunder or under any of the Loan Documents or (g) for or in connection with any other action taken by Mortgagee to preserve the security of this Mortgage or any other security for the Mortgage Indebtedness or to protect any of Mortgagee's rights hereunder. All such expenditures as shall be made by Mortgagee or such receiver or pursuant to any other provision of this Mortgage or the other Loan Documents, including any reasonable attorneys' fees and disbursements incurred by Mortgagee or such receiver in connection with the foregoing, shall be payable upon demand and be secured by this Mortgage and shall bear interest at the Overdue Rate set forth in the Note.

9. Change in Taxes. In the event any tax shall be due or become due and payable to the United States of America, the State of Illinois or any political subdivision thereof with respect to the execution and delivery or recordation of this Mortgage or any notes or other instrument or agreement evidencing or securing repayment of the Mortgage Indebtedness or the interest of Mortgagee in the Mortgaged Premises, Mortgagor shall pay such tax at the time and in the manner required by applicable law and Mortgagor shall hold Mortgagee harmless and shall indemnify Mortgagee against any liability of any nature whatsoever as a result of the imposition of any such tax.

In the event of the passage after the date of this Mortgage of any law in the State of Illinois deducting from the value of real property for purposes of taxation any lien

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thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby (including the interest thereon) for state or local purposes, or changing the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage, the Note or any of the other Loan Documents and making it illegal for Mortgagor to reimburse Mortgagee for such tax, or upon the Mortgagor's failure to promptly reimburse the Mortgagee upon Mortgagee's written demand for payment thereof, the holder of this Mortgage shall have the right to declare the entire unpaid amount of the Mortgage Indebtedness, together with accrued and unpaid interest thereon, to be due immediately and payable.

10. Events of Default. The occurrence of any of the following events shall be deemed an "Event of Default" hereunder and shall entitle Mortgagee to exercise its remedies hereunder and under the Note and any of the other Loan Documents or as otherwise provided by law: (a) default in making payment, when due, of any principal or interest on the Note; (b) default in making payment, when due, of any other portion of the Mortgage Indebtedness or the occurrence of any other event of default under the Loan Documents; (c) the occurrence of an Event of Default (as defined therein) under the Loan Agreement; (d) default in the observance or performance of any other covenant, promise or agreement provided herein and continuance thereof for thirty (30) days except that, so long as (i) the Mortgagor's failure is susceptible of cure, (ii) the continued operation and safety of the Mortgaged Premises is not materially impaired or threatened by such failure to cure, (iii) the priority, validity or enforceability of this Mortgage is not materially altered or impaired by such failure to cure, (iv) such failure shall not be a failure to maintain insurance as required by Section 6 hereof or result from the creation of any lien prohibited by Section 4 hereof other than Permitted Encumbrances, failure of either of which shall constitute an Event of Default hereunder three (3) business days after notice from the Mortgagee to the Mortgagor and (v) Mortgagor shall diligently prosecute the cure of such failure, the Mortgagor shall have an additional period reasonably necessary to cure such failure not to exceed sixty (60) days in which to cure such failure; (e) in the event of a Prohibited Transfer (defined below in Paragraph 17 hereof).

11. Remedies upon Default. Immediately upon the occurrence of any Event of Default, Mortgagee shall have the option, in addition to and not in lieu of or substitution for all other rights and remedies provided in this Mortgage, the Loan Agreement or any other Loan Documents or provided by law or in equity, and is hereby authorized and empowered by Mortgagor, to do any or all of the following:

(a) Declare the entire unpaid amount of the Mortgage Indebtedness, together with accrued and unpaid interest thereon, and any and all charges payable by Mortgagor to Mortgagee pursuant to any of the Loan Documents, immediately due and payable and, at Mortgagee's option, (i) to bring suit therefor, or (ii) to

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bring suit for any delinquent payment of or upon the Mortgage Indebtedness, or (iii) to take any and all steps and institute any and all other proceedings that Mortgagee deems necessary to enforce payment of the Mortgage Indebtedness and performance of other obligations secured hereunder and to protect the lien of this Mortgage.

(b) Exercise any and all rights and remedies provided herein or in the Loan Documents or available at law or in equity, including without limitation the right to commence foreclosure proceedings against the Mortgaged Premises pursuant to the common law of the State of Illinois or pursuant to the statutes in such case made and provided, and to sell the Mortgaged Premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with said statutes or common law, in a single parcel or in several parcels at the option of the Mortgagee. The Mortgagor further agrees that the Mortgagee is authorized and empowered to retain out of the sale proceeds such moneys as are necessary to pay in full the Mortgage Indebtedness, the costs and charges of such sale, and also the attorneys' fees provided by statute, returning the surplus moneys (if any there should be) to the Mortgagor. The Mortgagor hereby waives all errors, defects and imperfections in any proceeding instituted by the Mortgagee under this Mortgage.

(c) Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Mortgaged Premises. Such appointment may be either before or after the sale, without notice, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Premises or whether the same shall then be occupied as a homestead or not and the Mortgagee or any holder of any notes evidencing the Mortgage Indebtedness may be appointed such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Mortgaged Premises during the pendency of such foreclosure suit and, in the case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income from the Mortgaged Premises in whole or in part to: (i) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure; or (ii) the deficiency in case of a sale and deficiency.

(d) In any case in which under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before

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or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Mortgaged Premises or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event Mortgagee in its discretion may, with or without process of law, enter upon and take and maintain possession of all or any part of said Mortgaged Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Mortgaged Premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Mortgaged Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power and 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 avails, rents, issues, and profits of the Mortgaged Premises, including liens for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (i) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (ii) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (iii) 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 Mortgage Indebtedness 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 Mortgaged 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; (iv) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Premises as it may deem proper; (v) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (vi) to receive all of such avails, rents, issues and profits; 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. 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. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases other than liability, loss or damage

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attributable to the Mortgagee's gross negligence or willful misconduct. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

(e) Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by this Mortgage shall have full power to use and apply the avails, rents, issues and profits of the Mortgaged Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(i) to the payment of the operating expenses of said Mortgaged Premises, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee, its agent or agents, and attorneys, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims of damages, if any, and premiums on insurance hereinabove authorized:

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

(iii) to the payment of all necessary and proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Mortgaged Premises, including the cost from time to time of installing or replacing personal property such as appliances therein, and of placing the Mortgaged Premises in such condition as will, in the judgment of Mortgagee, make it readily rentable; and

(iv) to the payment of any Mortgage indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

(f) In the event of any sale of the Mortgaged Premises by foreclosure apply the proceeds of any such sale to: (i) all expenses incurred for the collection of the Mortgage Indebtedness and the foreclosure of this Mortgage, including reasonable attorneys' fees and disbursements, or such attorneys' fees and disbursements as are permitted by law, (ii) all sums expended or incurred by Mortgagee directly or indirectly in carrying out the terms, covenants and agreements of the Note, this Mortgage and the other Loan Documents, together with interest thereon as therein provided, (iii) all accrued and unpaid interest upon the Mortgage Indebtedness, (iv) fees, expenses and other sums (excluding principal) due in connection with the Mortgage Indebtedness, (v) the unpaid principal amount of the Mortgage Indebtedness, and (vi) the

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surplus, if any there be, unless a court of competent jurisdiction decrees otherwise, to Mortgagor.

12. Successors in Ownership. In the event ownership of the Mortgaged Premises or any part thereof becomes vested in a person or persons other than Mortgagor without the prior written approval of Mortgagee, Mortgagee may (but shall not be obligated to) deal with such successor or successors in interest with reference to this Mortgage and the other Loan Documents in the same manner as with Mortgagor, without in any manner discharging or otherwise affecting Mortgagor's liability hereunder or upon the Mortgage Indebtedness.

13. Security Agreement. All personal property located at or used in connection with the Mortgaged Premises shall be owned by the Mortgagor and shall not be subject to any lease or other transaction whereby the ownership in any of such personal property shall be held by any person or entity other than the Mortgagor, except for equipment leases related to the operation of the Mortgaged Premises as a medical office building. The Mortgagor shall not create or cause to be created any security interest in any personal property owned by it and used in connection with the Mortgaged Premises other than the security interest created in favor of the Mortgagee. This Mortgage shall, as to any equipment and other personal property described herein and covered hereby, be deemed to grant a security interest therein pursuant to the Uniform Commercial Code. The Mortgagor agrees, upon request of the Mortgagee to execute any supplements to this Mortgage, any separate security agreement and financing statements to include any personal property intended to be encumbered hereby or by any of the Loan Documents. Upon the occurrence and during the continuance of any of the events of default referred to in Paragraph 10 hereof, the Mortgagee shall have all of the rights and remedies herein provided or otherwise provided by law or by this Mortgage, including but not limited to the right to require the Mortgagor to assemble such personal property and make it available to the Mortgagee at a place to be designated by the Mortgagee which is reasonably convenient to both parties, the right to take possession of such personal property, with or without demand, and with or without process of law, and the right to sell and dispose of the same and distribute the proceeds according to law. The parties hereto agree that any requirement of reasonable notice shall be met if the Mortgagee sends such notice to the Mortgagor at least 10 days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any disposition of any such personal property may be applied by the Mortgagee first to the reasonable expenses in connection therewith, including reasonable attorneys fees and legal expenses incurred, and including the expenses of retaining, keeping and storing such personal property, and then to payment of the Mortgage Indebtedness.

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14. Assignment of Leases and Rents. As of the date of this Mortgage, Mortgagor hereby assigns to Mortgagee all its right, title and interest in and to all written and oral leases, whether now in existence or which may hereafter come into existence during the term of this Mortgage, or any extension hereof, covering the Mortgaged Premises or any part thereof (but without an assumption by Mortgagee of liabilities of Mortgagor under any such leases by virtue of this assignment), and Mortgagor hereby assigns to Mortgagee the rents, issues and profits of the Mortgaged Premises. Until the occurrence of an Event of Default, Mortgagor shall have the right to receive and collect such rents, issues and profits. Upon the occurrence of an Event of Default, Mortgagee may elect upon written notice to Mortgagor to receive and collect said rents, issues and profits personally or through a receiver so long as any such Event of Default shall exist and during the pendency of any foreclosure proceedings and during any redemption period and Mortgagor hereby consents to the appointment of a receiver if believed necessary or desirable by Mortgagee to enforce its rights under this Paragraph 14. The collection of rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose this Mortgage in the event of any Event of Default.

15. Waiver of Redemption Rights. Pursuant to Section 15-1601 of the Illinois Mortgage Foreclosure Law, as amended, 735 ILCS 5/15-1601, or any successor statute thereto (the "Act"), the Mortgagor hereby expressly waives any and all rights of redemption arising under Section 15-1603 of the Act, together with any and all other statutory rights of redemption on behalf of itself and on behalf of each and every person acquiring any interest or title in the Mortgaged Premises subsequent to the date of this Mortgage.

16. Inconsistent Provisions. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of the 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. If any provision of this Mortgage shall grant to the Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights and remedies that would otherwise be vested in the Mortgagee absent said provisions, the Mortgagee shall be vested with the rights and remedies granted in the Act to the full extent permitted by law.

17. Prohibition of Transfer and Further Encumbrances. (a) Except as set forth in clause (b) below, it shall be an immediate Event of Default hereunder if, without the prior written consent of the Mortgagee any of the following shall occur (herein called a "Prohibited Transfer"):

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(i) Except to the extent expressly permitted by the Loan Agreement, if the Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, lease, mortgage, security interest, articles of agreement, land contract, installment sale or other encumbrance or alienation of the Mortgaged Premises or any part thereof, or interest therein, or enter into any contract to do any of the foregoing; or

(ii) In each case whether any such conveyance, sale, assignment, transfer, lien, pledge, lease, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise;

provided, that the foregoing provisions shall not apply (v) to the lien of this Mortgage or any other liens securing the Loan Documents, and (iv) to the lien of current taxes.

(b) Notwithstanding the foregoing paragraph 17, Mortgagor may with at least thirty (30) days advance written notice to the Mortgagee, sell or transfer the Mortgaged Property or either parcel to any Affiliate of the Mortgagor provided the Mortgagee receives reasonable assurances that (i) this Mortgage continues to create and evidence a valid and perfected first mortgage lien on the Mortgaged Premises, (ii) that no such sale or transfer is reasonably likely to be subject to attack as a fraudulent or preferential transfer in any bankruptcy, reorganization or liquidation proceeding, (iii) that the Note is the legal, valid and binding obligation of each transferee of the Mortgaged Premises and (iv) that the Note remains the legal, valid and binding obligation of the Mortgagor; in the clauses (iii) and (iv) of this sentence, such assurances may be limited by reasonable and customary limitations on enforceability resulting from the effects of bankruptcy, insolvency or other laws affecting creditors rights generally and general principles of equity. The Mortgagee's reasonable assurances as used in the preceding sentence shall include, without limitation, any necessary "date down" or other endorsement to the Note has been validly assumed by any transferee of the Property and that such Note is the legal, valid and binding obligation of the Mortgagor, in each case subject to reasonable and customary limitations on enforceability resulting from the effects of bankruptcy, insolvency or other laws affecting creditors rights generally and general principles of equity.

The provisions hereof shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part or interest in or encumbrance upon the Mortgaged Premises or a beneficial interest in Mortgagor. Mortgagor acknowledges and agrees, for itself and its successors, that the foregoing restrictions on sale, transfer, or conveyance are reasonable. Any violation of the terms hereof shall entitle Mortgagee to declare the whole outstanding principal balance of the Note and the Mortgage Indebtedness, together with interest accrued thereon and any other sums owing under the terms of this Mortgage or any other

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instrument related to the indebtedness hereby secured, immediately due and payable and to foreclose this Mortgage.

18. Fees and Expenses of Mortgagee. In addition to the other amounts owing between the Mortgagor to the Mortgagee hereunder, Mortgagor agrees to promptly reimburse the Mortgagee for all fees, expenses and other charges incurred with respect to the Mortgage Indebtedness or Mortgaged Premises including, without limitation, title insurance and date downs, appraisals, escrows, surveys, inspections, trust documents, release deeds, environmental studies and reports, tax search fees and legal fees.

19. Integration and Severability. This Mortgage embodies the entire agreement and understanding between Mortgagor and Mortgagee, and supersedes all prior agreements and understandings, relating to the subject matter hereof. If any provision hereof is in conflict with any statute or rule of law of the State of Illinois or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. Notwithstanding the foregoing, nothing contained in this Mortgage shall be construed to amend or release any mortgage or assignment of rents in favor of the Mortgagee previously recorded against all or a portion of the Mortgaged Premises.

20. Waiver. No waiver by Mortgagee of any right or remedy granted hereunder or failure to insist on strict performance by Mortgagor hereunder shall affect or extend to or act as a waiver of any other right or remedy of Mortgagee hereunder, nor affect the subsequent exercise of the same right or remedy by Mortgagee for any further or subsequent default by Mortgagor hereunder, and all such rights and remedies of Mortgagee hereunder are cumulative.

21. Marshalling and Homestead Rights. The Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure the Mortgage Indebtedness or to require Mortgagee to pursue its remedies against any other such assets. The Mortgagor hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption laws of the State of Illinois.

22. Release of Mortgage. The Mortgagor shall have the right to receive a release of lien if all of the principal of and interest on the Mortgage Indebtedness shall be paid and all other sums secured hereby or payable hereunder and under the Note and the Loan Documents shall be paid, the Loan Documents have

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terminated in full and the Mortgagor shall comply with all the terms, conditions and requirements hereof, then this Mortgage shall be released by Mortgagee and thereupon it shall be of no further force and effect. In such case, upon the written request of the Mortgagor, the Mortgagee will execute and deliver such proper instruments of release and discharge as may reasonably be requested to evidence such defeasance, release and discharge within thirty (30) days of such request.

23. Business Purpose Loan. The Mortgagor represents that the proceeds of the loan secured by this Mortgage have been and will be used for the purposes specified in Section 815 ILCS §205/4(c) of the Illinois Statutes or any successor statute, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said statute.

24. Amount of Indebtedness. The aggregate amount of principal indebtedness secured by this Mortgage, exclusive of sums advanced to remedy defaults and protect the security of this Mortgage, will not in the aggregate exceed an amount equal to Twenty Million Dollars (\$20,000,000).

25. Further Instruments. The Mortgagor shall execute, acknowledge and deliver any and all such further conveyances, documents, mortgages and assurances, and do or cause to be done all such further acts, as Mortgagee may reasonably require to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes hereof forthwith upon the request of Mortgagee, whether in writing or otherwise.

26. Governing Law; Binding Effect. This Mortgage, made in the State of Illinois, shall be construed according to the laws thereof and shall be binding upon Mortgagor and its successors and assigns and any subsequent owners of the Mortgaged Premises, and all of the covenants herein contained shall run with the land, and this Mortgage and all of the covenants herein contained shall inure to the benefit of Mortgagee, its successors and assigns.

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27. Fixture Filing. This Mortgage also constitutes a financing statement filed as a fixture filing under the Uniform Commercial Code with respect to goods which are or are to become fixtures relating to the Land and as to which Mortgagor is the debtor and record owner of the Land and Mortgagee is the secured party. It is to be recorded in the real estate records of the County in which the Land is located. The Mortgagor is the record owner of the Mortgaged Premises. The address of the Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set forth:

Address of Mortgagor: Holy Family Medical Center  
100 North River Road  
Des Plaines, Illinois 60016

Address of Mortgagee: American National Bank and Trust  
Company of Chicago  
33 North LaSalle  
Chicago, Illinois 60690

28. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered or sent to the Mortgagor at 100 North River Road, Des Plaines, Illinois 60661, Fax No. (847) 297-1863, and to the Mortgagee at 33 North LaSalle, Chicago, Illinois 60690, Fax No. (312) 661-5407, Attention: Real Estate Department, or to such other address as may be designated by the Mortgagor or the Mortgagee to the other party hereto. All notices shall be deemed to have been given at the time of actual delivery thereof to such address, if sent by certified or registered mail, postage prepaid, to such address, on the fourth day after the date of mailing, or if sent by telecopy, telex or telegram, on the day when sent (if sent before 1:00 p.m. Illinois time).

29. WAIVER OF JURY TRIAL. THE MORTGAGEE AND THE MORTGAGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS MORTGAGE OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS MORTGAGE OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THEM. NEITHER THE MORTGAGEE NOR THE MORTGAGOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR

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RELINQUISHED BY EITHER THE MORTGAGEE OR THE MORTGAGOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL OF THEM.

30. Construction Loan; Revolving Credit. This Mortgage secures obligations incurred for the construction of improvement on the Land and constitutes a "construction mortgage" within the meaning of Section 9-313(1) of the Illinois Uniform Commercial Code. This Mortgage is given to secure a revolving credit loan and shall secure not only existing indebtedness hereby secured but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution and delivery of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made, as provided by the Illinois Banking Act, approved May 11, 1955, as amended. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the office of the Recorder of Deeds of Cook County, Illinois. The total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid principal balance of indebtedness hereby secured (including disbursements which the Mortgagee may make under this Mortgage, or any other document with respect to the loans and other financial accommodations described herein) at any time outstanding shall not exceed a maximum amount of \$20,000,000, plus interest thereon, any disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby.

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

HOLY FAMILY MEDICAL CENTER

By: Lester Patricia Ann Koshelke  
Its: President/C.E.O.

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STATE OF ILLINOIS

COUNTY OF

} SS.

The foregoing instrument was acknowledged before me on this 30th day of July, 1997 by Madeline Patricia Lane Kuchala acknowledged to me to be the President I.C.C. of Holy Family Medical Center.

Doris B. Byron

Notary Public

Acting in

My

Cook Commission

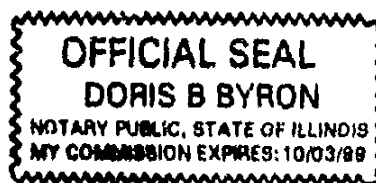
County

Expires:

October 7, 1999

Drafted by and when  
recorded return to:

Creighton R. Meland, Esq.  
Dickinson, Wright, Moon,  
Van Dusen & Freeman  
225 West Washington Street  
Suite 400  
Chicago, Illinois 60606  
(312) 220-0300



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## EXHIBIT A

### LEGAL DESCRIPTION:

#### PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929 AS DOCUMENT NO. 10294766 WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 02 DEGREES 28 MINUTES 26 SECONDS EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG SAID LAST DESCRIBED PARALLEL LINE, 902.45 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANTY DEED RECORDED AS DOCUMENT NO. 22245835; THENCE NORTH 88 DEGREES 42 MINUTES 28 SECONDS EAST ALONG SAID SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANTY DEED RECORDED AS DOCUMENT NO. 22245835 AND ALONG SAID LINE EXTENDED EASTERLY AND WESTERLY, 1118.06 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 47.88 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS, 209.90 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 96.05 FEET (THE CHORD OF SAID ARC BEARS SOUTH 12 DEGREES 06 MINUTES 43 SECONDS WEST, 76.45 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 4.73 FEET TO A POINT ON THE NORTH FACE OF A BRICK BUILDING, 32.51 FEET WEST OF THE NORTHEAST CORNER OF SAID BUILDING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH FACE OF THE BRICK BUILDING, 18.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 4.73 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 70.86 FEET (THE CHORD OF SAID ARC BEARS NORTH 29 DEGREES 17 MINUTES 34 SECONDS WEST, 62.75 FEET); THENCE NORTH 64 DEGREES 07 MINUTES 20 SECONDS WEST, 53.64 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 206.51 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 113.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929, AS DOCUMENT NO. 10294766, WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 (THE WEST LINE OF SAID SOUTHEAST 1/4 HAVING AN ASSUMED BEARING OF NORTH 02 DEGREES 28 MINUTES 26 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE OF GOLF ROAD, 1024.49 FEET; THENCE NORTH 00

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DEGREES 01 MINUTES 44 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 81.87 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 44 SECONDS WEST, 118.79 FEET; THENCE NORTH 45 DEGREES 04 MINUTES 42 SECONDS WEST, 38.14 FEET TO A POINT ON THE SOUTHEASTERLY FACE OF A BRICK BUILDING; THENCE NORTH 44 DEGREES 55 MINUTES 18 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY FACE OF SAID BRICK BUILDING, 8.99 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH FACE OF A BRICK BUILDING; THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 13.22 FEET; THENCE SOUTH 45 DEGREES 04 MINUTES 42 SECONDS EAST, 37.28 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 16.82 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST, 173.10 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 95.95 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 117.73 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 13.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 74.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN DOCUMENT RECORDED AS 97217896.

## PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR ACCESS, PARKING UTILITY SERVICES AND LOADING DOCK PURPOSES AS DEFINED IN DECLARATION OF RECIPROCAL EASEMENTS MADE BY HOLY FAMILY MEDICAL CENTER DATED JULY 30, 1997 AND RECORDED AUG 1, 1997 AS DOCUMENT \_\_\_\_\_.

97561373

ILLINOIS Common Address: 150 North River Road, and 1400 Golf Road, Des Plaines, Illinois  
P.I.N. No.(s): 09-08-400-016  
09-08-400-017

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## Exhibit B

As used herein "Permitted Encumbrance" means (i) liens for taxes or assessments or governmental charges or levies not yet delinquent, or which can thereafter be paid without penalty, or which are being contested in good faith by appropriate proceedings for which enforcement has been stayed and for which the Mortgagor has established adequate financial reserves in its books and records; (ii) unfilled inchoate mechanics' and materialmen's liens for construction work in progress; (iii) all of the following, if they do not, in the opinion of the Mortgagee, either individually or in the aggregate materially impair the use of the Mortgaged Premises by the Mortgagor or any lessee: (A) any lien for the satisfaction and discharge of which a sum of money or other security deemed adequate by the Mortgagee is on deposit with the Mortgagee; (B) liens created by or resulting from any litigation or other proceedings including liens arising out of judgments of awards against the Mortgagor with respect to which the Mortgagor is in good faith prosecuting an appeal or proceeding for review, and the enforcement of which is thereby stayed, if such liens do not, in the opinion of the Mortgagee, either individually or in the aggregate, materially impair the use of the Mortgaged Premises by the Mortgagor or any lessee, together with the following specific encumbrances:

1. Storm Sewer Easement by and between the Mortgagor and the Prospect of Senior Housing Corporation recorded November 15, 1995 as document no. 95791769 as amended by document no. 96351200 and any future release and grant of a replacement easement, in form reasonably approved by the Mortgagee, entered into pursuant to Section 3(b) thereof.
2. Cross Access and Storm Water Detention Easement by and between the Mortgagor and the Sisters of the Holy Family of Nazareth (the "Sisters") recorded March 31, 1997 as document no. 97217896.
3. Easement Agreement between the Mortgagor and Northwest Water Commission, an Illinois Political Subdivision and Water Commission recorded April 28, 1983 as document no. 26582678.
4. Gas pipeline right made by the Sisters to the Public Service Company of Northern Illinois recorded April 10, 1946 as document no. 13764621.
5. Unrecorded leases disclosed by the Mortgagor to the Mortgagee, subject to all terms and conditions of the Loan Agreement including, without limitation, provisions as to subordination thereof to the interest hereby created in favor of Mortgagee.

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