

This Instrument Prepared By and Mail To:
Moore & Van Allen, PLLC
Bank of America Corporate Center
100 North Tryon Street, Floor 47
Charlotte, North Carolina 28202-4003
Attention: Lea Stromire Johnson



STATE OF ILLINOIS

COUNTY OF COOK

**MORTGAGE, ASSIGNMENT OF LEASES,
SECURITY AGREEMENT AND FINANCING STATEMENT**

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THIS MORTGAGE, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") dated as of December 4, 2001 is executed and delivered by WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (formerly First Security Bank, National Association), a national banking association, not individually but solely as Owner Trustee under the Storage Centers Trust 2001 (the "Grantor"), and SHURGARD STORAGE CENTERS, INC., a Washington corporation ("Lessee"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Grantor and Lessee, evidencing Grantor's and Lessee's conveyance to BANK OF AMERICA, N.A, a national banking association, as agent on behalf of the Lenders and the Holders (in such capacity, the "Agent").

**ARTICLE 1 - Certain Definitions; Granting Clauses;
Secured Obligations**

Section 1.1. Certain Definitions and Reference Terms. To the extent any capitalized term is not defined herein, such term shall have the meaning set forth in Appendix A to that certain Participation Agreement dated as of February 26, 2001 by and among the Grantor, the Lessee, the various parties thereto from time to time, as the Guarantors, the various banks and other lending institutions which are parties thereto from time to time, as the Holders and the Lenders, and Bank of America, N.A., as Agent for the Lenders and the Holders (as such may be amended, modified, extended, supplemented, restated and/or replaced from time to time, the "Participation Agreement").

Section 1.2. Mortgaged Property. Grantor does hereby, and Lessee, where applicable, does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and SET OVER to Agent, the following:

- (a) the real estate (herein called the "Land") described in Exhibit A which is attached hereto and incorporated herein by reference and all right, title and interest in and fee title to said real property, and (i) all improvements now or hereafter situated or to be situated on the Land (herein together called the "Improvements"); and (ii) all right, title and interest of such party in and to (1) all streets, roads, alleys, easements, rights-of-way,

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licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; and (3) all water and water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Premises");

(b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and articles of personal property, of every kind and character, now owned or hereafter acquired by such party, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy, mining or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land);

(c) all of the following with respect to the Premises and the Accessories (i) plans and specifications for the Improvements; (ii) such party's rights, but not liability for any breach by such party, under all insurance policies and other contracts and general intangibles (including, but not limited to, trademarks, trade names and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits (including, but not limited to, such party's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits or reserves for taxes, insurance or otherwise), money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories; (iv) to the extent assignable, permits, licenses, franchises, certificates, development rights, commitments and rights for utilities and other rights and privileges obtained in connection with the Premises or the Accessories; (v) all leases, security deposits, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories, including all accounts receivable, credit card receivables, petty cash, advance payments and all income and revenue derived from telephone usage, vending machines, parking, and all miscellaneous other income (the "Rents and Profits"); (vi) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed or obtained therefrom and the proceeds thereof; and (vii) engineering, accounting, title, legal and other technical or business data concerning the Mortgaged Property (hereinafter defined) which are in the possession of such party or in which such party otherwise can grant a security interest; and

(d) all (i) proceeds of or arising from the properties, rights, titles and interests referred to above in this Section 1.2, including, but not limited to, proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including, without limitation, premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including, without limitation, change of grade of streets, curb cuts or other rights of access, by eminent domain or transfer in lieu thereof for public or quasi-public use under any law and proceeds arising out of any damage thereto; and

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(ii) other interests of every kind and character which such party now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this Section 1.2 and all property used or useful in connection therewith, including, but not limited to, rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of such party in any of the property referred to above in this Section 1.2 is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may be acquired hereafter by such party in or to the property demised under the lease creating the leasehold estate;

TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto (herein collectively called the "Mortgaged Property"), unto Agent, and its successors and assigns. No part of the Mortgaged Property constitutes all or any part of the homestead of Grantor or of Lessee.

Section 1.3. Security Interest. Grantor and, to the extent of its interest, Lessee, hereby assign to Agent and grant to Agent a security interest in all of the Mortgaged Property which constitutes personal property owned by such party or fixtures (herein sometimes collectively called the "Collateral"). In addition to its rights hereunder or otherwise, Agent shall have all of the rights of a secured party under the Uniform Commercial Code in force in the state where the Mortgaged Property is located or in any other state to the extent the same is applicable law (the "UCC").

Section 1.4. Notes, Holder Certificates, Operative Agreements, Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the following promissory notes, holder certificates, obligations, indebtedness and liabilities and all renewals, extensions, supplements, increases, and modifications thereof in whole or in part from time to time: (a) the indebtedness, amounts and other obligations of any kind or type owing to Agent and/or the Lenders under any of the Operative Agreements, including, specifically without limitation, any and all amounts evidenced by or owing under the Notes and/or the Credit Agreement; (b) the indebtedness, amounts and other obligations of any kind or type owing to the Holders under any of the Operative Agreements, including, specifically without limitation, any and all amounts evidenced by the Certificates and/or the Trust Agreement; and (c) all fees, expenses, penalties and costs incurred by Agent, Grantor, Lenders and/or Holders in connection with any Operative Agreement or UCC financing statement, including, without limitation, any fees, expenses, penalties or costs charged in connection with any indebtedness tax and/or recording of any Operative Agreement or UCC financing statement. The indebtedness, amounts and other obligations referred to in this Section 1.4, whether now existing or hereafter arising, is hereinafter sometimes referred to as the "Secured Obligations".

Section 1.5. Amount Secured. Notwithstanding anything contained herein to the contrary, in no event shall the indebtedness secured by this Mortgage exceed an amount equal to Two Hundred Fifty Million Dollars (\$250,000,000).

Section 1.6. Possession. Unless and until an Event of Default occurs (as defined in Article 4), Grantor may remain in possession and control of and operate and manage the Premises.

Section 1.7. Business Purpose. Grantor represents that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in 815 ILCS 205/4 (1)(a)(c) or (1) of the Illinois Compiled Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of that Section.

Section 1.8. Operative Agreements.

(a) Construction Mortgage. The within Mortgage secures an obligation incurred for the construction of improvements on the land mortgaged herein and constitutes a "construction mortgage" within the meaning of Section 9-313(1) of the Illinois Uniform Commercial Code, 815 ILCS 5/9-313.

(b) Operative Agreements. The proceeds of the loan secured hereby are to be disbursed by Agent in accordance with the provisions contained in the Operative Agreements, including specifically without limitation, the Credit Agreement dated as of February 26, 2001 by and between, inter alia, Agent, Grantor and Lessee.

Section 1.9 Revolving Credit Loan. The loan made pursuant to the Operative Documents and secured hereby is a "revolving credit loan" as such term is used in Sections 205 ILCS 5/5d and 815 ILCS 205/4.1 of the Illinois Compiled Statutes.

ARTICLE 2 - Representations, Warranties and Covenants

Section 2.1. Grantor and Lessee represent, warrant and covenant as follows:

(a) Performance of Obligation. Grantor and Lessee will timely and properly perform and comply with all of the covenants, agreements, and conditions imposed upon them by this Mortgage within all applicable grace periods.

(b) Creation of Lien Interest. Grantor and Lessee warrant that they have the valid right and power to enter into this Mortgage.

(c) Nature of Transaction. Grantor and Lessee warrant that Grantor and Lessee are engaging in this transaction exclusively for business, commercial or investment purposes.

ARTICLE 3 - Assignment of Leases, Rents and Profits

Section 3.1. Assignment. Grantor and Lessee hereby immediately and absolutely sell, assign, transfer, and set over unto the Agent, its successors and assigns, the rights, interests and privileges which either party may have as lessor in any and all leases now existing or hereafter made that affect the Premises. So long as no Event of Default (as defined below) exists, the Grantor, or to the extent of its interest, Lessee, shall have the right under a license granted hereby to collect all Rents and Profits from the leases.

Section 3.2. No Assignee Duties. With respect to the assignment of the leases and agreements affecting the Premises and the Rents and Profits, Agent shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Grantor or Lessee, as applicable, under any of the leases or agreements assigned under this Mortgage. Grantor and Lessee hereby agree to indemnify (on a joint and several basis) Agent for, and to save it harmless from, any and all liability arising from any such agreements or from such assignment. Such assignment shall not place responsibility for the control, care, management or repair of the Premises upon Agent or make Agent responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

ARTICLE 4 - Event of Default

Section 4.1. Events of Default. The occurrence of any Event of Default shall be an event of default under this Mortgage.

ARTICLE 5 - Remedies

Section 5.1. Certain Remedies. If an Event of Default shall occur and be continuing, Agent may exercise (but shall have no obligation to exercise) any one or more of the following remedies, without notice (unless notice is required by applicable statute):

(a) Remedies Available under Operative Agreements. Agent may exercise any of the remedies available under the Credit Agreement or any other Operative Agreement, all of which are cumulative and not exclusive.

(b) Collection of Rents and Profits. Agent may revoke the right of Grantor or to the extent of its interest, Lessee, to collect Rents and Profits from the Premises and may collect the rents and profits either itself or through a receiver.

(c) Foreclosure. Agent shall have the right to foreclose by judicial foreclosure, in accordance with applicable law.

(d) Uniform Commercial Code. Without limitation of Agent's rights of enforcement with respect to the Collateral or any part thereof in accordance with the procedures for foreclosure of real estate, Agent may exercise its rights of enforcement with respect to the Collateral or any part thereof under the UCC as amended and in conjunction with, in addition to or in substitution for those rights and remedies: (1) Agent may enter upon the premises of Grantor and/or Lessee, as applicable, to take possession of, assemble and collect the Collateral or, to the extent and for those items of the Collateral permitted under applicable law, to render it unusable; (2) Agent may require Grantor and/or to the extent of its interest, Lessee, to assemble the Collateral and make it available at a place Agent designates which is mutually convenient to allow Agent to take possession or dispose of the Collateral; (3) written notice mailed to Grantor and Lessee as provided herein at least five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; (4) any sale made pursuant to the provisions of this paragraph shall

be deemed to have been a public sale conducted in a commercially reasonable manner if held ten (10) days after notice and publication of the sale; (5) in the event of a foreclosure sale, the Collateral and the other Mortgaged Property, at the option of Agent, may be sold as a whole; (6) it shall not be necessary that Agent take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this Section is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; (7) with respect to application of proceeds of disposition of the Collateral under Section 5.2 hereof, the costs and expenses incident to disposition shall include, without limitation, the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Agent; (8) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to Agent having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Agent, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and (9) Agent may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Agent, including, without limitation, the sending of notices and the conduct of the sale, but in the name and on behalf of Agent.

(e) Lawsuits. Agent may proceed by a suit or suits in equity or at law, whether for collection of the indebtedness secured hereby, the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction.

(f) Entry on Mortgaged Property. Agent is authorized, prior or subsequent to the institution of any foreclosure proceedings, to the fullest extent permitted by applicable law, to enter upon the Mortgaged Property, or any part thereof, and to take possession of the Mortgaged Property and all books and records relating thereto, and to exercise without interference from Grantor or Lessee any and all rights which Grantor or Lessee has with respect to the management, possession, operation, protection or preservation of the Mortgaged Property. Agent shall not be deemed to have taken possession of the Mortgaged Property or any part thereof except upon the exercise of its right to do so and then only to the extent evidenced by its demand and overt act specifically for such purpose. All costs, expenses and liabilities of every character incurred by Agent in managing, operating, maintaining, protecting or preserving the Mortgaged Property shall constitute a demand obligation of Grantor and Lessee on a joint and several basis (which obligation grantor and Lessee hereby promise to pay on a joint and several basis) to Agent pursuant to this Mortgage except to the extent such costs, expenses or liabilities result from Agent's bad faith or through Agent's gross negligence or willful misconduct. If necessary to obtain the possession provided for above, Agent may invoke any and all legal remedies to dispossess Grantor or Lessee. In connection with any action taken by Agent pursuant to this Section, Agent shall not be liable for any loss sustained by Grantor or Lessee resulting from any failure to let the Mortgaged Property or any part thereof, or from any act or omission of Agent in managing the Mortgaged Property unless such loss is caused by the willful misconduct, gross negligence or bad faith of Agent, nor shall Agent be obligated to perform or discharge any obligation, duty or liability of Grantor arising under any lease or other agreement relating to the Mortgaged Property or arising under any Permitted Lien or otherwise arising. Grantor and

Lessee hereby assent to, ratify and confirm any and all actions of Agent with respect to the Mortgaged Property taken under this Section other than acts of bad faith, gross negligence or willful misconduct by the Agent.

(g) Receiver. To the fullest extent permitted by applicable law, Agent as a matter of right shall be entitled to the appointment of a receiver or receivers for all or any part of the Mortgaged Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Mortgaged Property or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, and Grantor and Lessee do hereby irrevocably consent to the appointment of such receiver or receivers, waive any and all defenses to such appointment, agree not to oppose any application therefor by Agent. Nothing herein is to be construed to deprive Agent of any other right, remedy or privilege it may have under the law to have a receiver appointed. Any money advanced by Agent in connection with any such receivership shall be a demand obligation (which obligation Grantor and Lessee hereby promise to pay on a joint and several basis) owing by Grantor or Lessee to Agent pursuant to this Mortgage.

Section 5.2. Proceeds of Foreclosure. The proceeds of any sale held by Agent or any receiver or public officer in foreclosure of the liens and security interests evidenced hereby shall be applied first to all costs and expenses of the sale and then as provided in Section 8.7 of the Participation Agreement.

Section 5.3. Agent, Lender, Holder as Purchaser. Agent, the Lenders or the Holders shall have the right to become the purchaser at any sale held by any receiver or public officer or at any public sale, and Agent, the Lenders or the Holders shall have the right to credit upon the amount of such party's successful bid, to the extent necessary to satisfy such bid, all or any part of the Secured Obligations in such manner and order as such party may elect.

Section 5.4. Foreclosure as to Matured Debt. Upon the occurrence of an Event of Default, Agent shall have the right to proceed with foreclosure of the liens and security interests hereunder without declaring the entire Secured Obligations due, and in such event any such foreclosure sale may be made subject to the unmatured part of the Secured Obligations; and any such sale shall not in any manner affect the unmatured part of the Secured Obligations, but as to such unmatured part this Mortgage shall remain in full force and effect just as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 8.7 of the Participation Agreement. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Secured Obligations.

Section 5.5. Remedies Cumulative. All rights and remedies provided for herein and in any other Operative Agreements are cumulative of each other and of any and all other rights and remedies existing at law or in equity, and Agent, in addition to the rights and remedies provided herein or in any other Operative Agreements, shall be entitled to avail itself of all such other rights and remedies as may exist now or hereafter at law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any right or remedy provided for hereunder or under any such other Operative Agreements or provided for by law or in equity shall not prevent the concurrent or subsequent employment of any other appropriate right or rights or remedy or remedies.

Section 5.6. Agent's Discretion as to Security. Agent may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Secured Obligations, in whole or in part, and in such portions and in such order as may seem best to Agent in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

Section 5.7. Waiver of Certain Rights by Grantor and Lessee. To the full extent Grantor and Lessee may do so, each of Grantor and Lessee agree that neither such party will at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and each of Grantor and Lessee, for each such party and its respective heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by applicable law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or declare due the whole of the Secured Obligations (including, without limitation, notice of intent to accelerate and notice of acceleration), notice of election to mature or declare due the whole of the Secured Obligations and all rights to a marshaling of assets of Grantor or Lessee, including, without limitation, the Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. To the fullest extent permitted by applicable law, neither Grantor nor Lessee shall have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right of Agent under the terms of this Mortgage to a sale of the Mortgaged Property for the collection of the Secured Obligations without any prior or different resort for collection, or the right of Agent under the terms of this Mortgage to the payment of the secured indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatever. Each of Grantor and Lessee waives, to the extent permitted by law, any right or remedy which either such party may have or be able to assert pursuant to applicable law, pertaining to the rights and remedies of sureties. If any law referred to in this Section and now in force, of which Grantor or Lessee or any of their respective heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Mortgaged Property might take advantage despite this Section, hereafter shall be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

Section 5.8. Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, Grantor, Lessee or any of their respective heirs, devisees, representatives, successors or assigns are occupying or using the Mortgaged Property, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the contrary, shall have the sole option to demand possession immediately following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary

action for possession of the property (such as an action for forcible detainer) in the court having jurisdiction.

ARTICLE 6 - Miscellaneous

Section 6.1. Scope of Mortgage. This Mortgage is a mortgage of both real and personal property, an assignment of leases, a security agreement, a financing statement and a collateral assignment, and also covers proceeds and fixtures.

Section 6.2. Effective as a Financing Statement. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Mortgaged Property and is to be filed for record in the real estate records of each county where any part of the Mortgaged Property (including, without limitation, said fixtures) is situated. This Mortgage also shall be effective as a financing statement covering any other Mortgaged Property and may be filed in any other appropriate filing or recording office. The mailing address of Grantor and Lessee are the respective addresses set forth for such parties at the end of this Mortgage and the address of Agent from which information concerning the security interests hereunder may be obtained is the address of Agent set forth at the end of this Mortgage. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section.

Section 6.3. Notice to Account Debtors. In addition to the rights granted elsewhere in this Mortgage, Agent at any time after an Event of Default may notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Agent directly.

Section 6.4. Waiver by Agent. Agent at any time and from time to time by a specific writing intended for the purpose may: (a) waive compliance by Grantor or Lessee with any covenant herein made by Grantor or Lessee to the extent and in the manner specified in such writing; (b) consent to Grantor's or Lessee's doing any act which hereunder Grantor or Lessee is prohibited from doing, or to Grantor's or Lessee's failing to do any act which hereunder Grantor or Lessee is required to do, to the extent and in the manner specified in such writing; (c) release any part of the Mortgaged Property or any interest therein from the lien and security interest of this Mortgage; or (d) release any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other Operative Agreements, without impairing or releasing the liability of any other party. No such act in any way shall affect the rights or powers of Agent hereunder except to the extent specifically agreed to by Agent in such writing.

Section 6.5. No Impairment of Security. The lien, security interest and other security rights of Agent hereunder or under any other Operative Agreements shall not be impaired by any indulgence or moratorium granted by Agent including, but not limited to, any renewal, extension or modification which Agent may grant with respect to any secured indebtedness, or any surrender, compromise, renewal, extension, exchange or substitution which Agent may grant in respect of the Mortgaged Property, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness. The taking of additional security by Agent shall not release or impair the lien, security interest or other security rights of Agent hereunder or affect the liability of Grantor or Lessee or of any endorser,

guarantor or surety, or improve the right of any junior lienholder in the Mortgaged Property (without implying hereby Agent's consent to any junior lien).

Section 6.6. Acts Not Constituting Waiver by Agent. Agent may waive any default without waiving any other prior or subsequent default. Agent may remedy any default without waiving the default remedied. Neither failure by Agent to exercise, nor delay by Agent in exercising, nor discontinuance of the exercise of any right, power or remedy (including, but not limited to, the right to accelerate the maturity of the secured indebtedness or any part thereof) upon or after any default shall be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Agent of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Grantor or Lessee therefrom in any event shall be effective unless the same shall be in writing and signed by Agent and then such waiver or consent shall be effective only in the specific instance, for the purpose for which given and to the extent therein specified. No notice to nor demand on Grantor or Lessee in any case shall of itself entitle Grantor or Lessee to any other or further notice or demand in similar or other circumstances. Remittances in payment of any part of the secured indebtedness other than in the required amount in immediately available U.S. funds shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Agent in immediately available U.S. funds and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Agent of any payment in an amount less than the amount then due on any secured indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a default hereunder.

Section 6.7. Successors of Grantor or Lessee. If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Grantor or Lessee, Agent, without notice to Grantor or Lessee, may deal with such successor or successors in interest with reference to this Mortgage and to the indebtedness secured hereby in the same manner as with Grantor or Lessee, without in any way vitiating or discharging Grantor's or Lessee's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Mortgaged Property, no forbearance on the part of Agent, and no extension of the time for the payment of the indebtedness secured hereby given by Agent shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Grantor or Lessee hereunder for the payment of the indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder for the payment of the indebtedness secured hereby. Each of Grantor and Lessee agrees that it shall be bound by any modification of this Mortgage or any of the other Operative Agreements made by Agent and any subsequent owner of the Mortgaged Property, with or without notice to Grantor or Lessee, and no such modifications shall impair the obligations of Grantor or Lessee under this Mortgage or any other Operative Agreement. Nothing in this Section or elsewhere in this Mortgage shall be construed to imply Agent's consent to any transfer of the Mortgaged Property unless in accordance with the Operative Agreements.

Section 6.8. Application of Payments to Certain Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Mortgage or if any part of the Mortgaged Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Mortgage.

Section 6.9. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be given in accordance with Section 12.2 of the Participation Agreement, addressed to the party to whom directed at the addresses specified at the end of this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed).

Section 6.10. Invalidity of Certain Provisions. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability, or validity of such provision as it may apply to other persons or circumstances.

Section 6.11. Gender; Title; Construction. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words "herein," "hereof," "hereunder" and other similar compounds of the word "here" shall refer to this entire Mortgage and not to any particular Article, Section, paragraph or provision. The term "person" and words importing persons as used in this Mortgage shall include firms, associations, partnerships (including, without limitation, limited partnerships), joint ventures, trusts, corporations and other legal entities, including, without limitation, public or governmental bodies, agencies or instrumentalities, as well as natural persons.

Section 6.12. Execution; Recording. This Mortgage has been executed in several counterparts, all of which are identical, and all of which counterparts together shall constitute one and the same instrument. The date or dates reflected in the acknowledgments hereto indicate the date or dates of actual execution of this Mortgage, but such execution is as of the date shown on the first page hereof, and for purposes of identification and reference the date of this Mortgage shall be deemed to be the date reflected on the first page hereof. Grantor and Lessee will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Trustee or Agent shall reasonably request and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

Section 6.13. Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor and Lessee, and their respective heirs, devisees, representatives, successors and assigns, and shall inure to the benefit of Trustee and Agent and shall constitute covenants running with the Land. All references in this Mortgage to Grantor or

Lessee shall be deemed to include all such respective heirs, devisees, representatives, successors and assigns of Grantor or Lessee, as the case may be.

Section 6.14. Modification or Termination. This Mortgage may be modified or terminated only by a written instrument or instruments intended for that purpose and executed by the party against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any party.

Section 6.15. Applicable Law. THIS MORTGAGE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN ILLINOIS.

Section 6.16. Non-Recourse Obligations. The obligations under this Mortgage and the other Operative Agreements are non-recourse as set forth in Section 9.18 of the Credit Agreement and Section 12.9 of the Participation Agreement.

Section 6.17. Execution in Counterparts. This Mortgage may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this Mortgage, it shall not be necessary to produce or account for more than one such counterpart.

THE WRITTEN OPERATIVE AGREEMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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IN WITNESS WHEREOF, this instrument is executed by Grantor and Lessee as of the date first above written.

GRANTOR:

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION (formerly First
Security Bank, National Association), not
individually but solely as Owner Trustee under
the Storage Centers Trust 2001

By Val T. Orton
Title Vice President

The address of Grantor is:

Corporate Trust Services
MAC: U1254-031
79 South Main Street
Salt Lake City, Salt Lake County, Utah 84111
Attn: Val T. Orton
Vice President
Telecopy No: (801) 246-5053

LESSEE:

SHURGARD STORAGE CENTERS, INC.

By _____
Title _____

The address of Lessee is:

1155 Valley Street
Suite 400
Seattle, Washington 98109
Attn: Harrell L. Beck
Senior Vice President and
Chief Financial Officer
Telecopy No.: (206) 652-3710

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11207523

IN WITNESS WHEREOF, this instrument is executed by Grantor and Lessee as of the date first above written.

GRANTOR:

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION (formerly First
Security Bank, National Association), not
individually but solely as Owner Trustee under
the Storage Centers Trust 2001

By _____

Title _____

The address of Grantor is:

Corporate Trust Services
MAC: U1254-031
79 South Main Street
Salt Lake City, Salt Lake County, Utah 84111
Attn: Val T. Orton
Vice President
Telecopy No: (801) 246-5053

LESSEE:

SHURGARD STORAGE CENTERS, INC.

By  _____

Christine M. McKay
Senior Vice President
Title _____

The address of Lessee is:

1155 Valley Street
Suite 400
Seattle, Washington 98109
Attn: Harrell L. Beck
Senior Vice President and
Chief Financial Officer
Telecopy No.: (206) 652-3710

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The address of Agent is:

Bank of America, N.A.
Fifth Avenue Plaza
800 Fifth Avenue
Seattle, Washington 98104-3185
Attn: William P. Stivers
Telecopy No.: (206) 585-5641

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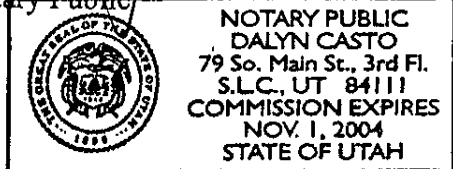
STATE OF Utah

COUNTY OF Salt Lake

I DALYN CASTO, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Val T. Orton the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (formerly First Security Bank, National Association), a national banking association, not individually but solely as Owner Trustee under the Storage Centers Trust 2001, is personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such, Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of a national banking association for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 24th day of November, 2001.

Dalyn Casto
Notary Public



My Commission Expires: _____

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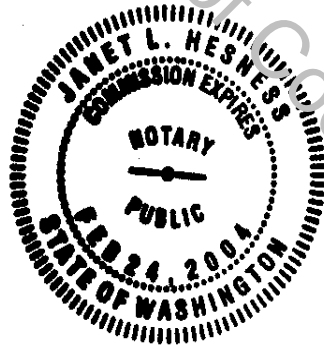
STATE OF Washington

COUNTY OF King

I Janet L. Hesness, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christine M. McKay the Sr. Vice President of SHURGARD STORAGE CENTERS, INC., a Washington corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such, Christine M. McKay, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 27th day of November, 2001.

Janet L. Hesness
Notary Public



My Commission Expires: 2/24/04

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Exhibit A

PARCEL 1:

THAT PART OF LOT 12 (EXCEPT THAT PART THEREOF LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL AND PACIFIC RAILROAD) AND THAT PART OF LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13, A DISTANCE OF 254.65 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13, A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE; THENCE SOUTH 22 DEGREES 07 MINUTES 30 SECONDS EAST ON SAID WESTERLY LINE, 68.33 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 13; THENCE SOUTH ON SAID EAST LINE 432.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION DATED MAY 30, 1978 AND RECORDED JUNE 7, 1978 AS DOCUMENT 24480801 FOR INGRESS AND EGRESS OVER AND UPON A STRIP OF LAND 24 FEET IN WIDTH LYING 12 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND SAID STRIP OF LAND BEING A PART OF LOT 12 (EXCEPT THAT PART THEREOF LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) AND THAT PART OF LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET TO A POINT OF BEGINNING OF THE CENTER LINE OF SAID 24 FOOT STRIP OF LAND, TO WIT: THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13 A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE, SAID POINT BEING THE TERMINATION OF SAID CENTER LINE OF SAID 24 FOOT STRIP OF LAND AND SAID POINT BEING NORTH 22 DEGREES 07 MINUTES 30 SECONDS WEST 68.33 FEET FROM THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF LEHIGH AVENUE WITH THE EAST LINE OF SAID LOT 13 (EXCEPT THAT PART FALLING IN PARCEL 1) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

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EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE WARRANTY DEED FROM GEVERT ENTERPRISES, INC., A CORPORATION OF ILLINOIS TO MODERN WOODMEN OF AMERICA, A CORPORATION OF ILLINOIS DATED JANUARY 23, 1956 AND RECORDED FEBRUARY 3, 1956 AS DOCUMENT NUMBER 16486476 FOR THE PURPOSE OF THE INSTALLATION, OPERATION AND MAINTENANCE OF SEWER, WATER AND ALL OTHER UNDERGROUND AND OVERHEAD UTILITIES AND THE CONSTRUCTION OF A ROADWAY OVER AND ACROSS THE EAST 30 FEET OF THE NORTH 290 FEET OF THE SOUTH 340 FEET OF LOT 13 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PIN # 10-29-402-031-0000

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