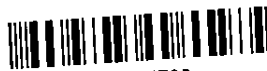


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THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO



0020121730

M. Lawrence Hicks, Jr.
Thompson & Knight L.L.P.
1700 Pacific Avenue, Suite 3300
Dallas, Texas 75201

0020121730

1563/0429 45 001 Page 1 of 37
2002-01-30 11:57:16
Cook County Recorder 93.00

Common Address:
230 West Monroe Street
Chicago, Illinois 60606

Permanent Tax Index Nos.
17-16-202-013-0000
17-16-202-014-0000

This Space Reserved for Recorder

MORTGAGE AND SECURITY AGREEMENT

This MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as the "Mortgage"), is made and executed as of the 28th day of January, 2002, by 230 WEST MONROE PT, LLC, a Delaware limited liability company (hereinafter referred to as "Borrower"), whose address is 3003 Summer Street, Stamford, Connecticut 06904, to secure NATIONWIDE LIFE INSURANCE COMPANY, an Ohio corporation, its successors and assigns (hereinafter referred to as "Lender"), having its principal office at One Nationwide Plaza, Columbus, Ohio 43215-2220, Attention: Real Estate Investment Department, or at such other place either within or without the State of Ohio, as Lender may from time to time designate.

WITNESSETH:

WHEREAS, Borrower is justly indebted to Lender in the amount of Forty Million and No/100 Dollars (\$40,000,000.00) (hereinafter referred to as the "Loan"), which Loan is evidenced and represented by that certain Note of even date herewith from Borrower to Lender in the amount of the Loan (hereinafter referred to as the "Note"), both principal and interest being payable as therein provided, with the first payment on the Note becoming due and payable on the date of disbursement and all amounts remaining unpaid thereon being finally due and payable on or before February 1, 2008, and the term "Note" shall include all other notes given in substitution, modification, increase, renewal or extension of the original Note described herein, in whole or in part; and

WHEREAS, Lender, as a condition precedent to the extension of credit and the making of the Loan evidenced by the Note, has required that Borrower provide Lender with security for the repayment of the Loan as well as for the performance, observance and discharge by Borrower of

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE

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various terms, covenants, conditions and agreements made by Borrower to, with, in favor of and for the benefit of Lender with respect to the Loan and such security;

NOW THEREFORE, in consideration of and in order to secure the repayment of the Loan evidenced and represented by the Note, together with interest on such Loan, as well as the payment of all other sums of money secured hereby, as hereinafter provided; to secure the observance, performance and discharge by Borrower of all terms, covenants, conditions and agreements set forth in the Note, this Mortgage and in all other documents and instruments executed and delivered by Borrower to and in favor of Lender for the purpose of further securing the repayment of the Loan evidenced and represented by the Note; in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge; and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00) paid by Lender to Borrower, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Borrower, Borrower does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, pledge, deliver, set over, hypothecate, warrant and confirm unto Lender forever, the following described properties, including all rights, interests, replacements, substitutions and additions thereto, therein or therefore (all of which are hereinafter sometimes together referred to as the "Mortgaged Property"), to wit:

(i) All that certain piece, parcel or tract of land or real property of which Borrower is now seized and in actual or constructive possession, situated in the City of Chicago, County of Cook and State of Illinois (the "State"), and being more particularly described on Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as the "Real Property"); and

(ii) All buildings, structures and other improvements of any kind, nature or description now or hereafter owned by Borrower and erected, constructed, placed or located upon the Real Property (hereinafter sometimes together referred to as the "Improvements"), including, without limitation, any and all additions to, substitutions for or replacements of such Improvements; and

(iii) 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 Real Property; and

(iv) All and singular, the tenements, hereditaments, strips and gores, rights-of-way, easements, privileges, profits and other appurtenances now or hereafter owned by Borrower and belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of Borrower in any after-acquired right, title, interest, remainder or reversion in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to said Real Property (hereinafter sometimes together referred to as "Appurtenances"); and

(v) Any interest of Borrower in any and all leases, licenses, contracts, rents, license fees, royalties, issues, revenues, profits, proceeds, deposits, income and other benefits, including accounts receivable, termination fees, of, accruing to or derived from the Real Property, Improvements and Appurtenances, and any business or enterprise presently

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situated or hereafter operated thereon and therewith and all of Borrower's interest under any and all lease guaranties, letters of credit, and any other credit support furnished to Borrower in connection with any of the foregoing (hereinafter sometimes together referred to as the "Rents"); and

(vi) Any and all awards, payments or settlements, including interest thereon, and the right to receive the same, as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any way, street, avenue, road, alley, passage or public place; (c) any other injury, damage, casualty or claim relating to the taking of, or decrease in the value of, the Real Property, Improvements or Appurtenances; or (d) proceeds of insurance awards, to the extent of all amounts which may be secured by this Mortgage at the date of any such award or payment including but not limited to Reasonable Attorneys' Fees (as hereinafter defined), costs and disbursements incurred by Lender in connection with the collection of such award or payment; and

(vii) All fixtures, materials, equipment, machinery, apparatus, appliances, and other property whatsoever now or hereafter attached to, installed in, or used in connection with the buildings and other improvements now erected or hereafter to be erected on said land, including, but not limited to, furnaces, steam boilers, hot-water boilers, oil burners, pipes, radiators, air-conditioning and sprinkler systems, gas and electric fixtures, carpets, rugs, shades, awnings, screens, elevators, motors, dynamos, cabinets and all other furnishings, tools, equipment and machinery, appliances, building supplies, materials, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all of which property and things are hereby declared to be permanent fixtures and accessions to the freehold and part of the realty conveyed herein as security for the indebtedness herein mentioned;

TO HAVE AND TO HOLD the foregoing Mortgaged Property and the rights hereby granted for the use and benefit of Lender, in fee simple forever;

In order to secure the repayment of the indebtedness evidenced and represented by the Note, together with interest on such indebtedness, as well as the payment of all other sums of money secured hereby, as hereinafter provided; and to secure the observance, performance and discharge by Borrower of all covenants, conditions and agreements set forth in the Note, this Mortgage and in all other documents and instruments executed and delivered by Borrower to and in favor of Lender for the purpose of further securing the repayment of the indebtedness evidenced and represented by the Note; and in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge; and in consideration of the sum of one dollar paid by Lender and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants Lender a security interest in all fixtures, goods, inventory, chattels, construction supplies and materials, fittings, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by Borrower, including, without limitation, all signs and displays; all heating, air conditioning, water, gas, lighting, incinerating and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, sprinkling, refrigerating, ventilating, waste removal and communications equipment and apparatus;

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all boilers, furnaces, oil burners, vacuum cleaning systems, elevators, and escalators; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets and partitions; all rugs, attached floor coverings, curtains, rods, draperies, and carpets; all building materials, tools, shades, awnings, blinds, screens, storm doors and windows; and all other Goods (including Consumer Goods, Inventory, Equipment and Farm Products), Accounts, Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper), Instruments; General Intangibles (including Payment Intangibles and Software), Letter-of-Credit Rights, Documents and Deposit Accounts (all as such terms are defined in the Uniform Commercial Code [hereinafter referred to as the "UCC"] as now adopted or amended from time to time in the State) of every kind, including, without limitation, any and all licenses, permits, franchises, trademarks, trade names, service marks, or logos, plans, specifications, maps, construction contracts instruments, insurance policies, fittings and fixtures of every kind, which is, are or shall hereafter be located upon, attached, affixed to or used or useful, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of the Real Property, Improvements and Appurtenances as an office project or any other business, enterprise or operation as may hereafter be conducted upon or with said Real Property, Improvements and Appurtenances, including, without limitation, any and all licenses, permits or franchises, used or required in connection with such use, occupancy or operation as well as the proceeds thereof or therefrom regardless of form all security deposits and advance rentals under lease agreements now or at any time hereafter covering or affecting any of the Real Property and Improvements and held by or for the benefit of Borrower, all monetary deposits which Borrower has been required to give to any public or private utility with respect to utility services furnished to the Real Property and Improvements, all rents, issues and profits from leases of all or any part of the Real Property and Improvements, all proceeds (including premium refunds) of each policy of insurance relating to the Real Property and Improvements, all proceeds from the taking of the Real Property and Improvements or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof, all amounts deposited in escrow for the payment of ad valorem taxes, assessments, charges, ground rentals and/or premiums for policies of insurance with respect to the Real Property or Improvements, all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Real Property or Improvements, all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Real Property and all products processed or obtained therefrom, the proceeds thereof, and all accounts and general intangibles under which such proceeds may arise, together with any sums of money that may now or at any time hereafter become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mining leases covering the Real Property or any part thereof (hereinafter sometimes together referred to as the "Fixtures and Personal Property," which term expressly excludes any toxic waste or substance deemed hazardous under federal, regional, state or local laws, codes, ordinances, statutes, rules, regulations, decisions or orders). The Mortgaged Property and the Fixtures and Personal Property are herein together referred to as the "Property";

Borrower hereby covenants and warrants with and to Lender that Borrower is indefeasibly seized of the Property, subject to the Permitted Exceptions (as hereinafter defined) and has good right, full power, and lawful authority to convey and encumber all of the same as aforesaid; that Borrower hereby fully warrants the title to the Property, subject to the Permitted Exceptions, and will defend the same and the validity and priority of the lien and encumbrance of this Mortgage against the lawful claims of all persons whomsoever lawfully claiming or to claim the same, by, through or

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under Borrower but not otherwise. Borrower further warrants that the Property is free and clear of all liens and encumbrances of any kind, nature or description, save and except only (with respect to said Real Property, Improvements and Appurtenances) for real property taxes for years subsequent to 2001, and those matters set forth in Exhibit B attached hereto and by this reference made a part hereof (hereinafter referred to as the "Permitted Exceptions");

If Borrower shall pay to Lender the Loan evidenced by the Note, and if Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the terms, covenants, conditions and agreements of the Note, this Mortgage and all other documents and instruments executed by Borrower as further evidence of or as security for the Loan secured hereby, then this Mortgage and the estates and interests hereby granted and created shall cease, terminate and be null and void, and shall be released and discharged of record at the expense of Borrower, which expense Borrower agrees to pay.

Borrower, for the benefit of Lender, its successors and assigns, does hereby expressly covenant and agree:

PAYMENT OF PRINCIPAL AND INTEREST

1. To pay the principal of the Loan evidenced by the Note, together with all interest thereon, in accordance with the terms, covenants and conditions of the Note, promptly at the times, at the place and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by Borrower pursuant to the terms, covenants and conditions of the Note, this Mortgage, the Assignment of Leases, Rents and Profits (hereinafter referred to as the "Assignment") and all other documents and instruments executed as further evidence of, as additional security for or executed by Borrower in connection with the Loan evidenced by the Note and secured by this Mortgage (which documents are collectively hereinafter referred to as the "Loan Documents").

PERFORMANCE OF OTHER OBLIGATIONS

2. To perform, comply with and abide by each and every one of the terms, covenants, conditions and agreements contained and set forth in the Note, this Mortgage and the other Loan Documents, and to comply with all laws, codes, ordinances, statutes, rules, regulations, decisions and orders of any governmental authorities having jurisdiction over the parties hereto or the Property which now or hereafter affect the Property or which require or would require any alterations or improvements to be made to the Property. To perform all of its obligations under any term, covenant, condition, restriction or agreement of record affecting the Property, and to insure that at all times the Property constitutes one or more legal lots capable of being conveyed without violation of any subdivision or platting laws, codes, ordinances, statutes, rules, regulations, or other laws relating to the division or separation of real property.

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PRESERVATION AND MAINTENANCE OF PROPERTY; ACCESSIBILITY; HAZARDOUS WASTE

3. (a) To keep all Improvements now existing or hereafter erected on the Real Property in good order and repair (ordinary wear and tear excepted), and not to do or permit any waste, impairment or deterioration thereof or thereon, nor, except as permitted under Section 39, to alter, remove or demolish any of the Improvements or any Fixtures and Personal Property attached or appertaining thereto, without the prior written consent of Lender, nor to initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof, nor to do or permit any other act whereby the Property shall become less valuable, be used for purposes contrary to applicable law or be used in any manner which will increase the premium for or result in a termination or cancellation of the insurance policies hereinafter required to be kept and maintained on the Property. In furtherance of, and not by way of limitation upon, the foregoing covenant, Borrower shall effect such repairs as Lender may reasonably require and as may be reasonably necessary in accordance with prudent management practices, and from time to time make all needful and proper replacements so that the Improvements, Appurtenances, Fixtures and Personal Property will, at all times, be in good condition (ordinary wear and tear excepted), fit and proper for the respective purposes for which they were originally erected or installed. In connection with the making of such repairs, Borrower shall use contractors who are properly licensed, who carry workers' compensation insurance and appropriate liability insurance, who generally have a good reputation for completing their work in a neat, prompt and workmanlike manner, and use only new or re-manufactured goods of a quality as good or better than that originally used on the Property. As provided herein, Borrower shall insure, subject to the provisions of Section 5, that no liens are filed against the Property that relate in any way to the repair work provided for herein.

(b) Borrower at all times shall keep the Property and ground water of the Property free of Hazardous Materials (as hereinafter defined) to the extent required by any Hazardous Waste Laws (as hereinafter defined) and, subject to the provisions of Section 5, any liens arising in connection therewith. Borrower shall not and shall not knowingly permit its tenants or any third party requiring the consent of Borrower to enter the Property, to use, generate, manufacture, treat, store, release, threaten release, transport on or over, emit or dispose of Hazardous Materials in, on, over, under or about the Property including the ground water of the Property in violation of any federal, regional, state or local law, code, ordinance, statute, rule, regulation, decision or order applicable to the Property and currently in existence or hereafter enacted or rendered (hereinafter collectively referred to as "Hazardous Waste Laws"). Borrower shall give Lender prompt Written Notice (as hereinafter defined) of any claim by any person, entity, or governmental agency that a significant release or disposal of Hazardous Materials has occurred in, on, over, under or about the Property, including the ground water of the Property, in excess of those permitted by the Hazardous Waste Laws, whether caused by Borrower, tenant or any third party. Borrower, through its professional engineers and at Borrower's sole cost, shall promptly and thoroughly investigate any suspected release of Hazardous Materials in, on, over, under or about the Property, including the ground water of the Property. Borrower shall forthwith remove, repair, remediate, clean up, and/or detoxify any Hazardous Materials found in, on, over, under or about the Property or in the ground water of the Property to the extent such actions are required by any applicable Hazardous Waste Laws, and whether or not Borrower was responsible for the existence of the Hazardous Materials in, on, over, under or about the Property or the ground water of the Property. Hazardous Materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous

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materials," or "toxic substances" in The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by The Superfund Amendments and Reauthorization Act of 1986, The Hazardous Materials Transportation Act, The Resource Conservation and Recovery Act of 1976, as amended by The Used Oils Recycling Act of 1980, The Solid Waste Disposal Act Amendments of 1984, The Toxic Substances Control Act, The Clean Air Act, The Clean Water Act, the Illinois Environmental Protection Act or in any other Hazardous Waste Laws, but Hazardous Materials shall not include (a) *de minimis* quantities of such materials or (b) substances customarily present in the ordinary course of business of ownership, operation and maintenance of an office project in a prudent manner, as long as in each of clauses (a) and (b) above, the storage, use and disposal of such materials and substances shall be in accordance with applicable Hazardous Waste Laws. In addition, Borrower shall not incorporate any underground storage tanks into the Real Property without the prior written consent of Lender, and shall insure that all tanks currently on the Real Property comply with current Hazardous Waste Laws and underground storage tank regulations and are properly registered.

(c) Borrower at all times shall maintain the Property in full compliance with all federal, state, county, regional or local laws, codes, ordinances, rules, regulations, decisions and orders currently in existence or hereafter enacted or rendered, governing accessibility for the disabled, including but not limited to, The Architectural Barriers Act of 1968; The Rehabilitation Act of 1973; The Fair Housing Act of 1988; and The Americans with Disabilities Act (hereinafter collectively referred to as the "Accessibility Laws"), each only to the extent applicable to the Property.

(d) Lender, and/or its agents, shall have the right and shall be permitted, but shall not be required, at all reasonable times, following prior notice, to enter upon and inspect the Property to insure compliance with the foregoing covenants and any and all other terms, covenants, conditions and agreements set forth in this Mortgage.

PAYMENT OF TAXES, ASSESSMENTS AND OTHER CHARGES

4. To pay all taxes, assessments and public charges as are levied or assessed, or that may be hereafter levied or assessed, upon or against the Property, prior to delinquency, and before any interest or penalty shall attach thereto, and to deliver official receipts evidencing the payment of the same to Lender not later than thirty (30) days following the payment of the same. Borrower shall have the right to contest, in good faith, the proposed assessment of ad valorem taxes or special assessments by governmental authorities having jurisdiction over the Property; provided, however, Borrower shall give Written Notice of its intent to bring such an action to Lender, and Lender may, in its sole discretion, require Borrower to post a bond or other collateral satisfactory to Lender as a result of Borrower's act.

PAYMENT OF LIENS, CHARGES AND ENCUMBRANCES

5. To immediately pay and discharge from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, realtors, brokers and others which, if unpaid, might result in, or permit the creation of, a lien, charge or encumbrance upon the Property or any part thereof, or on the rents, license fees, issues, income, revenues, profits and proceeds, including termination fees and taking proceeds, arising therefrom and, in general, to do

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or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved, at the sole cost of Borrower, without expense to Lender. Borrower shall have the right to contest, in good faith and in accordance with applicable laws and procedures, mechanics', materialmen's and other such liens filed against the Property; provided however, that Borrower shall give Written Notice to Lender of its intent to bring such action, and Lender may, in Lender's sole discretion, require Borrower to post a bond or other collateral satisfactory to Lender (and acceptable to the title company insuring this Mortgage) as a result of Borrower's act.

PAYMENT OF JUNIOR ENCUMBRANCES

6. To permit no default or delinquency under any other lien, imposition, charge or encumbrance against the Property, even though junior and inferior to the lien of this Mortgage; provided however, the foregoing shall not be construed to permit any additional lien or encumbrance against the Property, other than the Permitted Exceptions.

PAYMENT OF MORTGAGE TAXES

7. To pay any and all lawful taxes which may be levied or assessed directly or indirectly upon the Note and/or this Mortgage (except for income, franchise or similar taxes payable by Lender) or the Loan secured hereby, without regard to any law which may be hereafter enacted imposing payment of the whole or any part thereof upon Lender, its successors or assigns. Upon violation of this agreement to pay such taxes levied or assessed upon the Note and/or this Mortgage, or upon the rendering by any court of competent jurisdiction of a decision that such an agreement by Borrower is legally inoperative, or if any court of competent jurisdiction shall render a decision that the rate of said tax when added to the rate of interest provided for in the Note exceeds the then maximum rate of interest allowed by law, then, and in any such event, the debt hereby secured shall, at the option of Lender, its successors or assigns, become due and payable within one hundred twenty (120) days after receipt of written demand, anything contained in this Mortgage or in the Note secured hereby notwithstanding, without the imposition of a Prepayment Premium (as defined in the Note). The additional amounts which may become due and payable hereunder shall become a part of the Loan secured by this Mortgage.

HAZARD INSURANCE

8. To continuously, during the term of this Mortgage, keep the Improvements, the Fixtures and Personal Property, now or hereafter existing, erected, installed and located in or upon the Real Property, insured with extended coverage insurance against loss or damage resulting from fire, windstorm, flood and such other hazards, casualties, contingencies and perils including, without limitation, other risks insured against by persons operating like properties in the locality of the Property, or otherwise deemed reasonably necessary by Lender, as long as it is customary by industry standards for like property in the Metropolitan Area in which the Property is located, on such forms and with such deductibles as may be required by Lender, covering the Property in the amount of the full replacement cost thereof, less excavating and foundation costs, and covering all loss or abatement of rental or other income, without a provision for co-insurance, in an amount equal to the scheduled rental income of the Property for at least twelve (12) months, or if applicable, business interruption insurance in an amount sufficient to pay debt service on the Note, operating expenses, taxes and insurance on the Property for a period of twelve (12) months, and covering loss by flood (if the Property lies in a Special Flood Hazard Area as designated on the Department of

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Housing and Urban Development's Maps, or other flood prone designation) in an amount equal to the outstanding principal balance of the Loan secured hereby or such other amount as approved by Lender. All such insurance shall be carried with a company or companies licensed to do business in the state where the Property is located, which is acceptable to Lender, which company or companies shall have a rating at the time this Mortgage is executed equivalent to at least A:X as shown in the most recent Best's Key Rating Guide. Except if a blanket policy, the original policy or policies and renewals thereof (or, at the sole option of Lender, duplicate originals or certified copies thereof), together with receipts evidencing payment of the premium therefor, shall be deposited with, held by and are hereby assigned to, Lender as additional security for the Loan secured hereby. Each such policy of insurance shall contain a noncontributing loss payable clause in favor of and in a form acceptable to Lender, and shall provide for not less than thirty (30) days prior Written Notice to Lender of any intent to modify, non-renew, cancel or terminate the policy or policies, or the expiration of such policies of insurance. If the insurance required under this Section 8 or any portion thereof is maintained pursuant to a blanket policy, Borrower shall furnish to Lender a certified copy of such policy, together with an original Evidence of Insurance Certificate (Acord Form 27) for hazard insurance indicating that Lender is an insured under such policy in regard to the Property and showing the amount of coverage apportioned to the Property, which coverage shall be in an amount sufficient to satisfy the requirements hereof. Not less than fifteen (15) days prior to the expiration dates of each policy required of Borrower hereunder, Borrower will deliver to Lender a renewal policy or policies marked "premium paid", or an Evidence of Insurance Certificate, accompanied by other evidence of payment and renewal satisfactory to Lender. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the Loan secured hereby, all right, title and interest of Borrower, in and to any insurance policies then in force including any rights to unearned premiums, and in and to insurance proceeds then payable, shall pass to the purchaser or grantee.

In the event of loss by reason of hazards, casualties, contingencies and perils for which insurance has been required by Lender hereunder, Borrower shall give immediate notice thereof to Lender, and Lender may, at its option, make proof of loss and/or to file a claim thereunder if such action is not taken promptly by Borrower. Each insurance company concerned is hereby notified, authorized and directed to make payment for such loss directly to Lender and simultaneously giving notice thereof to Borrower, instead of to Borrower and Lender jointly, and Borrower hereby authorizes Lender to adjust and compromise any losses for which insurance proceeds are payable under any of the aforesaid insurance policies and, after deducting the costs of collection, to apply the proceeds of such insurance, at its option, either: (a) to the restoration or repair of the insured Improvements and the Fixtures and Personal Property, provided that, in the opinion and sole discretion of Lender, such restoration or repair is reasonably practical and, provided further, that, in the opinion and sole discretion of Lender, either: (i) the insurance proceeds so collected are sufficient to cover the cost of such restoration or repair of the damage or destruction with respect to which such proceeds were paid; or (ii) the insurance proceeds so collected are not sufficient alone to cover the cost of such restoration or repair, but are sufficient therefor when taken together with funds provided and made available by Borrower from other sources; in which event Lender shall make such insurance proceeds available to Borrower for the purpose of effecting such restoration or repair; but Lender shall not be obligated to see to the proper application of such insurance proceeds nor shall the amount of funds so released or used be deemed to be payment of or on account of the Loan secured hereby, or (b) to the reduction of the Loan secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable or that said Loan is otherwise adequately secured, in which event such proceeds shall be applied, without

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Prepayment Premium, at par against the Loan secured hereby and the monthly payment due on account of such Loan shall be reduced accordingly. In the event Lender chooses to apply the proceeds to the Note in accordance with clause (b), Borrower may prepay the Note in part or in full within one hundred twenty (120) days of such application, without Prepayment Premium. None of such actions taken by Lender shall be deemed to be or result in a waiver or impairment of any equity, lien or right of Lender under and by virtue of this Mortgage, nor will the application of such insurance proceeds to the reduction of the Loan serve to cure any default in the payment thereof. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the Loan secured hereby, all right, title and interest of Borrower in and to any insurance policies then in force including any rights to unearned premiums and in and to insurance proceeds then payable, shall pass to the purchaser or grantee.

In case of Borrower's failure to keep the Property properly insured as required herein, Lender, its successors or assigns, may, at its option (but shall not be required to), acquire such insurance as required herein at Borrower's sole expense.

Notwithstanding anything set forth in this Section 8 to the contrary, in the event of loss or damage to the Property by fire or other casualty for which insurance has been required by Lender and provided by Borrower, and the amount of such loss or damage does not exceed fifty percent (50%) of the unpaid principal and accrued interest on the Note, Lender hereby agrees to allow the proceeds of insurance to be used for the restoration of the Property and to release such insurance proceeds to Borrower as such restoration progresses, provided:

(a) Borrower is not in default under any of the terms, covenants and conditions of this Mortgage, the Note or any of the other Loan Documents;

(b) The Improvements, after such restoration, shall be at least eighty percent (80%) leased pursuant to Occupancy Leases, and only if such Occupancy Leases, to the extent required under this Mortgage, have been approved in writing by Lender;

(c) The plans and specifications for the restoration of the Property are approved in writing by Lender in the exercise of its sole reasonable judgment;

(d) At all times during such restoration, Borrower has deposited with Lender funds which, when added to the insurance proceeds received by Lender, are sufficient to complete the restoration of the Property in accordance with the approved plans and specifications and all applicable building codes, zoning ordinances, regulations and Accessibility Laws, and further, that the funds retained by Lender are sufficient to complete the restoration of the Property as certified to Lender by Lender's inspecting architect/engineer;

(e) Borrower provides suitable builders' all risk insurance, and all necessary licenses and permits for such restoration as Lender may reasonably deem acceptable to Lender;

(f) The insurer under such policies of fire or other casualty insurance does not assert any defense to payment under such policies against Borrower, any tenant, or third party of Borrower with regard to the Property;

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(g) Lender shall have the option, upon the completion of such restoration of the Property, to apply, without Prepayment Premium, any surplus insurance proceeds remaining after the completion of such restoration, at par, to the reduction of the outstanding principal balance of the Note; notwithstanding the fact that the amount owing thereon may not then be due and payable or that said Loan is otherwise adequately secured;

(h) The funds held by Lender shall be disbursed no more often than once per month and in not more than five (5) increments of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) each, except the final disbursement of such funds which may be in an amount less than Fifty Thousand and 00/100 Dollars (\$50,000.00);

(i) Lender's obligation to make any such disbursement shall be conditioned upon Lender's receipt of written certification from Lender's inspecting architect/engineer (whose fees shall be reimbursed to Lender by Borrower) that all construction and work for which such disbursement is requested has been completed in accordance with the approved plans and specifications and in accordance with all applicable building codes, zoning ordinances and all other local, state or federal laws, codes, ordinances, statutes, rules and regulations, and, further, that Borrower has deposited with Lender sufficient funds to complete such restoration in accordance with subsection 8(d) above; and

(j) Lender shall be entitled to require and to impose such other conditions to the release of such funds as would be customarily or reasonably be required and imposed by local construction lenders for a project of similar nature and cost.

In the event of a minor casualty where the insurance proceeds are \$250,000 or less, and provided that Borrower complies with (a), (b) and (f) above, Lender shall release the proceeds to Borrower for restoration of the Property, and Borrower covenants and agrees promptly to commence and complete such restoration, and Borrower shall use such proceeds to pay for such a restoration.

LIABILITY INSURANCE

9. To carry and maintain such commercial general liability insurance as may from time to time be required by Lender, taking into consideration the type of property being insured and the corresponding liability exposure, on forms, with deductibles, in amounts and with such company or companies licensed to do business in the state where the Property is located and as may be acceptable to Lender. All such commercial general liability insurance shall be carried with a company or companies which have a rating at the time this Mortgage is executed equivalent to at least A:X as shown in the most recent Best's Key Rating Guide. Except if a blanket policy, the original policy or policies and all renewals thereof (or, at the sole option of Lender, duplicate originals or certified copies thereof), together with a Certificate of Insurance (Acord Form 25S) and receipts evidencing payment of the premium therefor, shall be deposited with, held by and are hereby assigned to, Lender as additional security for the Loan secured hereby. Such policy or policies of insurance shall name Lender as an additional insured and shall provide for not less than thirty (30) days prior Written Notice to Lender of any intent to modify, cancel, non-renew, or terminate the policy or policies or the expiration of such policy or policies of insurance. Not less than fifteen (15) days prior to the expiration dates of each policy or policies required of Borrower hereunder, Borrower will deliver to Lender a renewal policy or policies marked "premium paid" or a certificate of insurance,

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accompanied by other evidence of payment and renewal satisfactory to Lender. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the Loan secured hereby, all right, title and interest of Borrower, in and to any insurance policies then in force including any rights to unearned premiums, and in and to insurance proceeds then payable, shall pass to the purchaser or grantee.

In case of Borrower's failure to keep the Property properly insured as required herein, Lender, its successors or assigns, may, at its option (but shall not be required to) acquire such insurance as required herein at Borrower's sole expense.

COMPLIANCE WITH LAWS

10. To observe, abide by and comply with all federal, regional, state and local laws, codes, ordinances, statutes, rules, regulations, decisions, orders, requirements or decrees relating to the Property enacted, promulgated or issued by any federal, state, county or local governmental or quasi-governmental authority or any agency or subdivision thereof having jurisdiction over Borrower or the Property (hereinafter collectively referred to as "Laws"), and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning, variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Property, or which have been granted to or contracted for by Borrower in connection with any existing, presently contemplated or future uses of the Property.

MAINTENANCE OF PERMITS

11. To obtain, keep and constantly maintain in full force and effect during the entire term of this Mortgage, all certificates, licenses and permits necessary to keep the Property operating as an office project and, except as specifically provided for in this Mortgage, not to assign, transfer or in any manner change such certificates, licenses or permits without first receiving the written consent of Lender, such consent not to be unreasonably withheld.

OBLIGATIONS OF BORROWER AS LESSOR

12. To perform every obligation of Borrower (as the lessor) and to enforce every obligation of the lessee in any and every lease, license or other occupancy agreement or affecting the Property or any part thereof (hereinafter referred to as the "Occupancy Leases") in a manner consistent with that which would be followed by a reasonable and prudent lessor utilizing sound management practices in the ordinary course of operating an office project such as the Property within the Metropolitan Area in which the Property is located, and not to modify, alter, waive or cancel any such Occupancy Leases or any part thereof or rights thereunder, without the prior written consent of Lender (but such consent shall not be required for any such actions undertaken by Borrower in the ordinary course of business of owning and operating an office project in a reasonable and prudent manner utilizing sound management practices with respect to a Non-Major Lease [hereinafter defined]), nor collect for more than thirty (30) days in advance of the date due any rents that may be collectible under any such Occupancy Leases and, except as provided for in this Mortgage, not to assign any such Occupancy Leases or any such rents relating thereto, to any party

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other than Lender, without the prior written consent of Lender. In the event of default under any such Occupancy Lease by reason of failure of Borrower to keep or perform one or more of the covenants, agreements or conditions thereof, and to the extent any such failure was not consistent with reasonable and prudent management practices of owners of properties similar to the Property within the Metropolitan Area in which the Property is located, Lender is hereby authorized and empowered, and may, at its sole option, remedy, remove or cure any such default, and further, Lender may, at its sole option and in its sole discretion but without obligation to do so, pay any sum of money deemed necessary by Lender for the performance of said covenants, agreements and conditions, or for the curing or removal of any such default, and incur all expenses and obligations which Lender may consider necessary or reasonable in connection therewith, and Borrower shall repay on written demand all such sums so paid or advanced by Lender together with interest thereon until paid at the lesser of either: (i) the highest rate of interest then allowed by the laws of the State of Illinois, or, if controlling, the laws of the United States, or (ii) the then applicable interest rate of the Note plus five hundred (500) basis points per annum; all of such sums, if unpaid, shall be added to and become part of the Loan secured hereby. Except as set forth below, all such Occupancy Leases hereafter made shall be subject to the approval of Lender and: (i) shall be at competitive market rental rates then prevailing in the geographic area for an office project comparable to the Property; (ii) shall have lease terms of not less than three (3) years; and (iii) at Lender's option, shall be superior or subordinate in all respects to the lien of this Mortgage. Provided, however, that Lender shall not require approval in advance of any Occupancy Leases which conform to Borrower's Form Lease (as hereinafter defined) as previously approved by Lender, except as set forth below. Neither the right nor the exercise of the right herein granted unto Lender to keep or perform any such covenants, agreements or conditions as aforesaid shall preclude Lender from exercising its option to cause the whole Loan secured hereby to become immediately due and payable by reason of Borrower's default in keeping or performing any such covenants, agreements or conditions as hereinabove required.

Lender has heretofore approved a form of Occupancy Lease to be used by Borrower in connection with the Property (hereinafter referred to as the "Form Lease"). Borrower shall not, without the prior written consent of Lender, modify or alter the Form Lease in any material respect. In addition, Borrower shall not, without the prior written consent of Lender, surrender, cancel, modify, alter or terminate, either orally or in writing, any Occupancy Lease now existing or hereafter made with any Major Tenant (as hereinafter defined) for all or part of the Property, permit an assignment or sublease of any such Occupancy Lease unless required to do so by the terms of such Occupancy Lease, or request or consent to the subordination of any such Occupancy Lease to any lien subordinate to this Mortgage or modify, alter or waive any provisions of any Occupancy Lease with a Major Tenant. Borrower shall furnish Lender with copies of all executed Occupancy Leases of all or any part of the Property now existing or hereafter made, and Borrower shall assign to Lender (which assignment shall be in form and content acceptable to Lender), as additional security for the Note and the Loan, all Occupancy Leases now existing or hereafter made for all or any part of the Property. Additionally, if any Occupancy Lease contains a provision allowing the tenant to terminate their lease upon payment of a lease termination fee, Borrower agrees that all such sums shall constitute Rents, and shall be applied as provided in the Assignment.

Borrower shall have the right in the ordinary course of business of owning and operating an office project in a reasonable and prudent manner utilizing sound management policies, without the

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prior written consent of Lender to do any of the following: (i) execute and deliver any Non-Major Lease, whether prepared on the Form Lease with modifications, or otherwise; (ii) renew, extend, expand, supplement, restate or otherwise modify any Non-Major Lease, provided that Lender shall have the right to approve the terms of any expansion of a Non-Major Lease if, after the completion of such expansion, the net rentable area covered by such Non-Major Lease would exceed 20,000 square feet; (iii) consent to any assignment or subletting with respect to any Non-Major Lease; (iv) terminate, surrender, exercise any remedy with respect to or otherwise cancel any Non-Major Lease; and (v) consent or otherwise acquiesce to the assumption or rejection in bankruptcy of, and/or settle or compromise any claim with respect to, any Non-Major Lease. As used herein, the term "Non-Major Lease" means any Occupancy Lease which covers net rentable area of 20,000 square feet or less (excluding any expansion or similar options) and which has a primary non-cancelable term (excluding any renewal, extension or similar options) of five (5) years or less.

Notwithstanding the foregoing approval by Lender of Borrower's Form Lease, Lender hereby specifically reserves the right to approve all prospective tenants under all Occupancy Leases hereafter proposed to be made which are not Non-Major Leases (the tenants under such leases being herein referred to as "Major Tenants"). Borrower shall notify Lender in writing of all prospective Major Tenants, and shall deliver to Lender, at Borrower's sole cost and expense, a copy of the prospective Major Tenant's current financial statement and the most recent Dun & Bradstreet credit report on said prospective Major Tenant. Said financial statement shall be certified as true and correct by the Major Tenant, or, if available, by a certified public accountant.

If Lender fails to respond within ten (10) business days after receipt from Borrower of a leasing-related event, together with tenant credit information, Lender shall be deemed to have approved such leasing-related event; provided that all items so submitted shall be sent certified mail, labeled with the following statement: "TIME SENSITIVE RESPONSE REQUIRED WITHIN TEN (10) BUSINESS DAYS OF ACTUAL RECEIPT."

Lender, at Borrower's written request, shall enter into Subordination, Non-Disturbance and Attornment Agreements with Major Tenants under leases approved by Lender in Lender's then-standard form therefor, with such changes therein to which Lender may then reasonably agree.

MAINTENANCE OF PARKING & ACCESS; PROHIBITION AGAINST ALTERATION

13. To construct, keep and constantly maintain, as the case may be, all curbs, drives, parking areas and the number of parking spaces heretofore approved by Lender, or heretofore or hereafter required by any Laws or any governmental body, agency or authority having jurisdiction over Borrower or the Property, and as required by the terms of the Occupancy Leases, and except as permitted under Section 39, not to alter, erect, build or construct upon any portion of the Property, any building, structure or improvement of any kind whatsoever, the erection, building or construction of which has not been previously approved by Lender in writing, which approval shall be at the sole discretion of Lender.

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EXECUTION OF ADDITIONAL DOCUMENTS

14. To do, make, execute, acknowledge, witness and deliver all deeds, conveyances, deeds of trust, mortgages, assignments, estoppel certificates, subordination non-disturbance and attornments, notices of assignments, transfers, assurances, security agreements, financing statements and renewals thereof, and all other instruments or other acts necessary as Lender shall from time to time require for the purpose of better assuring, conveying, assigning, transferring, securing and confirming unto Lender the Property and rights hereby encumbered, created, conveyed, assigned or intended now or hereafter so to be encumbered, created, conveyed or assigned, or which Borrower may now be or may hereafter become bound to encumber, create, convey or assign to Lender, or for the purpose of carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage, and to pay all filing, registration or recording fees and all taxes, costs and other expenses, including Reasonable Attorneys' Fees (as defined in Section 43), incident to the preparation, execution, acknowledgment, delivery and recordation of any of the same. By signing this Mortgage, Borrower authorizes Lender to file such financing statements, with or without the signature of Borrower, as Lender may elect, as may be necessary or desirable to perfect the lien of Lender's security interest in the Fixtures and Personal Property. Borrower further authorizes Lender to file, with or without any additional signature from Borrower, as Lender may elect, such amendments and continuation statements as Lender may deem necessary or desirable from time to time to perfect or continue the lien of Lender's security interest in the Fixtures and Personal Property. Borrower hereby expressly ratifies any financing statements that may have been filed by Lender in advance of the date hereof to perfect Lender's security interest in the Fixtures and Personal Property.

AFTER-ACQUIRED PROPERTY SECURED

15. To subject to the lien of this Mortgage all interest of Borrower in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Property hereinabove described, hereafter acquired by or released to Borrower, or constructed, assembled or placed by Borrower on the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further deed of trust, mortgage, encumbrance, conveyance, assignment or other act by Borrower, as fully, completely and with the same effect as though now owned by Borrower and specifically described herein, but at any and all times, Borrower will execute and deliver to Lender any and all such further assurances, deeds of trust, mortgages, conveyances, security agreements, financing statements or assignments thereof or security interests therein as Lender may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

PAYMENTS BY LENDER ON BEHALF OF BORROWER

16. To make payment of any taxes, assessments or public charges on or with respect to the Property before the same shall become delinquent, or to make payment of any insurance premiums or other charges, impositions, or liens herein or elsewhere required to be paid by Borrower, or if Borrower shall fail so to do, then Lender, at its sole option, but without obligation to do so, may make payment or payments of the same and also may redeem the Property from tax sale without any obligation to inquire into the validity of such taxes, assessments, tax sales, charges,

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impositions or liens. In the case of any such payment by Lender, Borrower agrees to reimburse Lender, upon demand therefor, the amount of such payment and of any fees and expenses attendant in making the same, together with interest thereon at the lesser of either: (i) the highest rate of interest then allowed by the laws of the State of Illinois or, if controlling, the laws of the United States or (ii) the then applicable interest rate of the Note plus five hundred (500) basis points per annum; and until paid such amounts and interest shall be added to and become part of the Loan secured hereby to the same extent that this Mortgage secures the repayment of the Loan evidenced by the Note. In making payments hereby authorized by the provisions of this Section 16, Lender may do so whenever, in Lender's sole judgment and discretion, such advance or advances are necessary or desirable to protect the full security intended to be afforded by this Mortgage. Neither the right nor the exercise of the rights herein granted to Lender to make any such payments as aforesaid shall preclude Lender from exercising its option to cause the Loan secured hereby to become immediately due and payable by reason of Borrower's default and the expiration of the applicable grace, notice or cure periods, if any, in making such payments as hereinabove required.

FUNDS HELD BY LENDER FOR TAXES, ASSESSMENTS, INSURANCE PREMIUMS, AND OTHER CHARGES

17. In order to more fully protect the security of this Mortgage, Borrower shall deposit with Lender, together with and in addition to each monthly payment due on account of the Loan evidenced by the Note, an amount equal to one-twelfth (1/12) of the annual total of such taxes, assessments and other charges and annual premiums for all insurance policies covering the Property (all as estimated by Lender based upon the latest available information) so that, at least thirty (30) days prior to the delinquency date of such taxes, assessments and other charges and at least thirty (30) days prior to the due date of such annual premiums for all insurance policies, Lender shall be able to pay in full all such taxes, assessments and other charges and premiums for all insurance policies covering the Property as the same shall become due. Lender may hold the sums so deposited without paying interest, commingle same with its general funds, and/or apply the same to the payment of said taxes, assessments, or other charges and premiums for all insurance policies covering the Property as they become due and payable. If at any time the funds so held by Lender are insufficient to pay such taxes, assessments or other charges and premiums for all insurance policies covering the Property as they become due and payable, Borrower shall within ten (10) days after written notice and demand by Lender, deposit with Lender the amount of such deficiency, and the failure on the part of Borrower to do so shall entitle Lender, at Lender's sole option, to make such payments in accordance with its right and pursuant to the conditions elsewhere provided in this Mortgage. Whenever any default exists under this Mortgage, Lender may, at its sole option but without an obligation so to do, apply, without Prepayment Premium, any funds so held by Lender pursuant to this Section 17 toward the payment of the Loan secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Loan may otherwise be adequately secured, in such order and manner of application as Lender may elect. Notwithstanding the foregoing, Lender hereby waives the requirements of this Section 17 so long as (a) title to the Property remains in Borrower or an affiliate or subsidiary of GE Pension Trust (hereinafter referred to as "GEPT") or entities directly or indirectly controlled by GEPT; (b) there is no default under this Mortgage; (c) the Form Lease has not been modified or altered in any material respect without the prior written consent of Lender and (d) Lender has received, in a timely manner, receipts of Borrower's payment of taxes, assessments and other charges and evidence of Borrower's payment

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of premiums for all insurance policies at least one year in advance. If any of the conditions set forth in (a), (b), (c) or (d) above is violated, the foregoing waiver will become ineffective immediately.

CONDEMNATION; EMINENT DOMAIN

18. All claims and rights of action for, and all awards and other compensation heretofore or hereafter made to Borrower and all subsequent owners of the Property in any taking by eminent domain, recovery for inverse condemnation or by deed in lieu thereof, whether permanent or temporary, of all or any part of the Property or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any way, street, avenue, road, alley, passage or public place are hereby assigned to Lender. Borrower hereby irrevocably appoints Lender as its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers Lender, at the option of Lender as said attorney-in-fact, on behalf of Borrower, its successors and assigns, to adjust or compromise the claim for any such award, and alone to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, after deducting any expenses of collection, at Lender's sole option either:

(a) in the event there is a material adverse change in the value of the Property as a result of such condemnation or taking by eminent domain, as determined by Lender, or in the event of a default which has continued beyond any applicable cure period, to apply the net proceeds as a credit upon any portion of the Loan secured hereby, as selected by Lender, notwithstanding the fact that the amount owing thereon may not then be due and payable, or that the Loan is otherwise adequately secured. In the event Lender applies such awards to the reduction of the outstanding Loan evidenced by the Note, such proceeds and any other principal amounts prepaid by Borrower within one hundred twenty (120) days of the application of such condemnation proceeds shall be applied, without Prepayment Premium, at par, and the monthly installments due and payable under the Note shall be reduced accordingly; however no such application shall serve to cure an existing default in the payment of the Note; or

(b) in the event there is no material adverse change in the value of the Property as a result of such condemnation or taking by eminent domain, as determined by Lender, or as long as there is no event of default which has continued beyond any applicable cure period, to hold said proceeds without any allowance of interest, and make the same available for restoration or rebuilding of the Improvements. In the event that Lender elects to make said proceeds available to reimburse Borrower for the cost of the restoration or rebuilding of the Improvements on the Real Property, such proceeds shall be made available in the manner and under the same conditions as required under Section 8 hereof. If the proceeds are made available by Lender to reimburse Borrower for the cost of said restoration or rebuilding, any surplus which may remain out of said award after payment of such cost of restoration or rebuilding, shall be applied, without Prepayment Premium, on account of the Loan secured hereby at par notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Loan may otherwise be adequately secured. In the event Lender chooses to apply the proceeds to the Note in accordance with clause (a), Borrower may prepay the Note in part or in full within one hundred twenty (120) days of such application, without Prepayment Premium. In the event that the condemnation proceeds are \$250,000 or less, Borrower is not in default under this Mortgage or any other Loan Document, and the Property is capable of being restored to its original condition, Lender shall release such proceeds to Borrower for the purposes

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of effecting an immediate restoration, and Borrower covenants and agrees promptly to commence and complete such restoration, and Borrower shall use such proceeds to pay for such a restoration.

Borrower further covenants and agrees to give Lender immediate notice of the actual or threatened commencement of any proceedings under eminent domain, and to deliver to Lender copies of any and all papers served in connection with any such proceedings. Borrower further covenants and agrees to make, execute and deliver to Lender, at any time or times, upon written request, free, clear and discharged of any encumbrance of any kind whatsoever, any and all further assignments and/or other instruments deemed necessary by Lender for the purpose of validly and sufficiently assigning all such awards and other compensation heretofore or hereafter made to Lender (including the assignment of any award from the United States government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof).

It shall be a default hereunder if either: (i) any part of any of the Improvements situated on the Real Property shall be condemned by any governmental authority having jurisdiction; or (ii) lands constituting a portion of the Real Property shall be condemned by any governmental authority having jurisdiction, such that the remaining Property is in violation of applicable parking, zoning, platting, or other ordinances, or fails to comply with the terms of any Occupancy Lease with a Major Tenant and then, in any such event, Lender shall be entitled to exercise (after the expiration of the applicable notice, grace and/or cure period, if any) any or all remedies provided or referenced in this Mortgage, including the application of condemnation proceeds to the outstanding principal balance of the Note at par, and the right to accelerate the maturity date of the Note and require payment in full without the imposition of a Prepayment Premium.

COSTS OF COLLECTION

19. In the event that the Note secured hereby is placed in the hands of an attorney for collection, or in the event that Lender shall become a party either as plaintiff or as defendant, in any action, suit, appeal or legal proceeding (including, without limitation, foreclosure, condemnation, bankruptcy, administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), hearing, motion or application before any court or administrative body in relation to the Property or the lien and security interest granted or created hereby or herein, or for the recovery or protection of said Loan or the Property, or for the foreclosure of this Mortgage, or for the enforcement of the terms and conditions of the Loan Documents, Borrower shall, subject to Section 48, indemnify, save, defend and hold Lender harmless from and against any and all costs and expenses incurred by Lender on account thereof, including, but not limited to, Reasonable Attorneys' Fees, title searches and abstract and survey charges, at all trial and appellate levels, and Borrower shall repay, on demand, all such costs and expenses, together with interest thereon until paid at the lesser of either (i) the highest rate of interest then allowed by the laws of the State of Illinois, or, if controlling, the laws of the United States, or (ii) the then applicable rate of interest of the Note plus five hundred (500) basis points per annum; all of which sums, if unpaid, shall be added to and become a part of the Loan secured hereby.

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DEFAULT RATE

20. Any sums not paid when due, whether maturing by lapse of time or by reason of acceleration under the provisions of the Note or this Mortgage, and whether principal, interest or money owing for advancements pursuant to the terms of this Mortgage or any other Loan Document, shall bear interest from the date due until paid at the lesser of either (i) the highest rate of interest then allowed by the laws of the State of Illinois, or, if controlling, the laws of the United States, or (ii) the then applicable rate of interest of the Note plus five hundred (500) basis points per annum; all of which sums shall be added to and become a part of the Loan secured hereby.

SAVINGS CLAUSE

21. Borrower represents and agrees that the proceeds of the Note secured by this Mortgage will be used for the purposes specified in Section 815 ILCS 205/4 of the Illinois Compiled Statutes (1992), and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said Section 815 ILCS 205/4(1)C. Notwithstanding any provisions in the Note or in this Mortgage to the contrary, if any part of the secured indebtedness cannot be lawfully secured by this Mortgage or if any part of the 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 unsecured by this Mortgage. It is the intent of Lender and Borrower in the execution of the Note, this Mortgage and all other instruments now or hereafter securing the Note or executed in connection therewith or under any other written or oral agreement by Borrower in favor of Lender to contract in strict compliance with applicable usury law. In furtherance thereof, Lender and Borrower stipulate and agree that none of the terms and provisions contained in the Note, this Mortgage or any other instrument securing the Note or executed in connection herewith, or in any other written or oral agreement by Borrower in favor of Lender, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Neither Borrower nor any guarantors, endorsers or other parties now or hereafter becoming liable for payment of the Note or the other indebtedness secured hereby shall ever be required to pay interest on the Note or on indebtedness arising under any instrument securing the Note or executed in connection therewith, or in any other written or oral agreement by Borrower in favor of Lender, at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this Section shall control over all other provisions of the Note, this Mortgage and any other instruments now or hereafter securing the Note or executed in connection herewith or any other oral or written agreements which may be in apparent conflict herewith. Lender expressly disavows any intention to charge or collect excessive unearned interest or finance charges in the event the maturity of the Note is accelerated. If the maturity of the Note shall be accelerated for any reason or if the principal of the Note is paid prior to the end of the term of the Note, and as a result thereof the interest received for the actual period of existence of the loan evidenced by the Note exceeds the maximum lawful rate provided by applicable law, Lender shall, at its option, either refund to Borrower the amount of such excess or credit the amount of such excess against the principal balance of the Note then outstanding and thereby shall render inapplicable any and all penalties of any kind provided by applicable law as a result of such excess interest. In the event that Lender shall collect monies and/or any other thing of value which are deemed to constitute interest which would increase the effective interest rate on the Note or the other indebtedness secured hereby to a rate in excess of that permitted to be charged by applicable law, an amount equal to

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interest in excess of the lawful rate shall, upon such determination, at the option of Lender, be either immediately returned to Borrower or credited against the principal balance of the Note then outstanding or the other indebtedness secured hereby, in which event any and all penalties of any kind under applicable law as a result of such excess interest shall be inapplicable. By execution of this Mortgage, Borrower acknowledges that it believes the loan evidenced by the Note to be non-usurious and agrees that if, at any time, Borrower should have reason to believe that such loan is in fact usurious, it will give Lender notice of such condition and Borrower agrees that Lender shall have ninety (90) days after receipt of such notice in which to make appropriate refund or other adjustment in order to correct such condition if in fact such exists. The term "applicable law" or "applicable usury law" as used in this Mortgage shall mean the laws of the State of Illinois or the laws of the United States, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future. If any clauses or provisions herein contained shall operate or would prospectively operate to invalidate this Mortgage, then such clauses or provisions only shall be held for naught, as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect.

BANKRUPTCY, REORGANIZATION OR ASSIGNMENT

22. It shall be a default hereunder if Borrower or any member of Borrower shall: (i) elect to dissolve and liquidate its business organization and wind up its business affairs without receiving the prior written approval of Lender; (ii) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of Borrower's assets or any of Borrower's member's assets; (iii) be adjudicated as bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due; (iv) make a general assignment for the benefit of creditors; (v) file a petition under or take advantage of any insolvency law; (vi) file an answer admitting the material allegations of a petition filed against Borrower or any member of Borrower in any bankruptcy, reorganization or insolvency proceeding, or fail to cause the dismissal of such petition within thirty (30) days after the filing of said petition; (vii) take action for the purpose of effecting any of the foregoing; or (viii) if any order, judgment or decree shall be entered upon an application of a creditor of Borrower or any member of Borrower by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of Borrower's assets or any of Borrower's member's assets and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) days.

TIME IS OF THE ESSENCE; MONETARY AND NON-MONETARY DEFAULTS

23. It is understood by Borrower that time is of the essence hereof in connection with all obligations of Borrower herein, in the Note, the Assignment and any of the other Loan Documents securing the Note, subject, however, to all grace, notice and/or cure periods, if any.

Lender, at its sole option, may declare the Loan evidenced by the Note, as well as all other monies secured hereby, including, without limitation, all Prepayment Premiums (to the extent permitted by the laws of the State of Illinois) and late payment charges, to be forthwith due and payable, in the event:

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- (i) Borrower defaults in the payment of any monthly installment of the Note, whether of principal or interest, or both, or in the payment of any other sums of money referred to herein or in the Note, promptly and fully when the same shall be due, without notice or demand from Lender to Borrower in regard to such Monetary Default (as hereinafter defined) except as hereinafter expressly provided, and any such Monetary Default remains uncured for a period of five (5) days after Written Notice thereof has been given by Lender to Borrower in the manner prescribed in Section 44 hereof, unless Lender has previously given Borrower such Written Notice for a failure to pay in the then-current Loan Year (as defined in the Note), in which event no such notice need be given and no right to cure need be afforded Borrower as to any further Monetary Default during such Loan Year; or
- (ii) Borrower breaches or defaults on any one of the terms, covenants, conditions and agreements of the Note, this Mortgage, the Assignment or any other Loan Documents evidencing or securing the Note or the Loan; or in the event that or each and every one of said terms, covenants, conditions and agreements is not otherwise either duly, promptly and fully discharged or performed, and any such Non-Monetary Default (as hereinafter defined) remains uncured for a period of thirty (30) days after Written Notice thereof has been delivered from Lender to Borrower; unless such Non-Monetary Default cannot be cured within said thirty (30) day period, in which event Borrower shall have an extended period of time to complete cure, provided that action to cure such Non-Monetary Default is promptly commenced within said thirty (30) day period, and Borrower is, in Lender's sole reasonable judgment, diligently pursuing a cure to completion, but in no event longer than one hundred twenty (120) days; or
- (iii) Any default occurs in the performance of any covenant or obligation of Borrower or any other party under any indemnity or guaranty delivered to Lender in connection with the Loan and such default continues beyond the expiration of applicable notice and cure periods.

Upon the occurrence of any one of the above events, and at the option of Lender, the principal of and the interest accrued on the Loan (as evidenced by the Note) and all other sums secured by this Mortgage shall immediately become due and payable as if all of said sums of money were originally stipulated to be paid on such day. In addition, Lender may avail itself of all rights and remedies provided by law and may foreclose or prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution, anything in this Mortgage or in the Note to the contrary notwithstanding. Except as set forth above, Lender shall have no obligation to give Borrower notice of, or any period to cure, any Monetary Default or any Incurable Default (as hereinafter defined) prior to exercising its rights, powers, privileges and remedies to accelerate the maturity of the Loan secured hereby.

As used herein, the term "Monetary Default" shall mean any default in the payment of principal and interest due under the Note, the payment of taxes, assessments and insurance premiums when due as provided in this Mortgage or the payment when due of any other sum required to be paid by Borrower under the Loan Documents. As used herein, the term "Non-Monetary Default" shall mean any default that is not a Monetary Default or an Incurable Default. As used herein, the

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term "Incurable Default" shall mean either: (i) any voluntary or involuntary sale, assignment, mortgaging, encumbering or transfer in violation of the covenants contained herein; or (ii) if Borrower should make an assignment for the benefit of creditors, become insolvent, or file a petition in bankruptcy (including but not limited to, a petition seeking a rearrangement or reorganization) which is not dismissed within sixty (60) days after the filing of same.

The failure or omission on the part of Lender to exercise the option for acceleration of maturity of the Note and foreclosure of this Mortgage following any default as aforesaid or to exercise any other option or remedy granted hereunder to Lender when entitled to do so in any one or more instances, or the acceptance by Lender of partial payment of the Loan secured hereby, whether before or subsequent to Borrower's default hereunder, shall not constitute a waiver of any such default or the right to exercise any such option or remedy, but such option or remedy shall remain continuously in force. Acceleration of the maturity of the Note, once claimed hereunder by Lender, at the option of Lender, may be rescinded by written acknowledgment to that effect by Lender, but the tender and acceptance of partial payments alone shall not in any way either affect or rescind such acceleration of maturity, nor act as a waiver, accord and satisfaction, modification, novation or similar defense.

FORECLOSURE

24. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof for such indebtedness or part thereof. Lender may, at its option, proceed to foreclose the lien of the Mortgage and pursue all remedies offered to a mortgagee under and pursuant to Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, et seq.) (hereinafter referred to as the "Act"). The Property may be sold in one parcel, several parcels or groups of parcels, and may be foreclosed successively and in parts until all of the Property has been foreclosed against and sold. Borrower waives and relinquishes any and all rights that Borrower may have to cause or compel a sale of any part or parcel of the Property less than the entire Property. Lender shall be entitled to bid at the sale, and, if Lender is the highest bidder for the Property or any part or parts thereof, Lender shall be entitled to purchase the same. In any such foreclosure, or upon the enforcement of any other remedy of Lender under this Mortgage or the Note, there shall be allowed and included as additional indebtedness all expenditures and expenses which may be paid or incurred by or on behalf of Lender for Reasonable Attorneys' Fees (as hereinafter defined), appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Property and the maintenance of the lien of this Mortgage, including the Reasonable Attorneys' Fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the default rate set forth in the Note, and shall be secured by this Mortgage as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(1) of Section 5/15/1302 of the Act and shall be included in all determinations of indebtedness owing to Lender and secured by this Mortgage. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order or priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are

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mentioned in this paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any remaining amounts to Borrower, its successors or assigns, as their rights may appear.

UNIFORM COMMERCIAL CODE

25. Upon the occurrence of a default, Lender may exercise its rights of enforcement with respect to the Fixtures and Personal Property under the UCC, as amended, and in conjunction with, in addition to or in substitution for those rights and remedies:

- (a) Written Notice mailed to Borrower as provided herein ten (10) days prior to the date of public sale of the Fixtures and Personal Property or prior to the date after which private sale of the Fixtures and Personal Property will be made shall constitute reasonable notice; and
- (b) any sale made pursuant to the provisions of this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Mortgaged Property under power of sale as provided herein upon giving the same notice with respect to the sale of the Fixtures and Personal Property hereunder as is required for such sale of the Mortgaged Property under power of sale; and
- (c) in the event of a foreclosure sale, whether made by the Trustee under the terms hereof, or under judgment of a court, the Fixtures and Personal Property and the Mortgaged Property may, at the option of Lender, be sold as a whole; and
- (d) it shall not be necessary that Lender take possession of the Fixtures and Personal Property 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 Fixtures and Personal Property or any part thereof be present at the location of such sale; and
- (e) prior to application of proceeds of disposition of the Fixtures and Personal Property to the secured indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the Reasonable Attorneys' Fees and other legal expenses incurred by Lender; and
- (f) 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 indebtedness or as to the occurrence of any default, or as to Lender 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 Lender, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and
- (g) Lender 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 Lender, including the sending of notices and the conduct of the sale, but in the name and on behalf of Lender. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be

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sufficient 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 Property and is to be filed for record in the real estate records in the Office of the County Clerk where the Property (including said fixtures) is situated. This Mortgage shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to Subsection (e) of Section 9.103 of the UCC, as amended, and is to be filed for record in the real estate records of the county where the Property is situated. The mailing address of Borrower is set forth in Section 44 of this Mortgage and the address of Lender from which information concerning the security interest may be obtained is the address of Lender set forth in Section 44 of this Mortgage. Borrower's Federal Tax Identification Number is 52-2361373 and its Organizational I.D. is 010612840-3463189.

WAIVERS

26. Borrower shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower further waives and releases (a) all errors, defects and imperfections in any proceedings instituted by Lender under the Note, this Mortgage, or any of the other Loan Documents, (b) all benefits that might accrue to the Borrower by virtue of any present or future laws exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under civil process, or extension, exemption from civil process or extension of time for payment, and (c) all notices not specifically required by this Mortgage of default, or of Lender's exercise, or election to exercise, any option under this Mortgage. Borrower acknowledges that the Property does not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Act, or residential real property as defined in Section 5/15-1291 of the Act, and pursuant to Section 5/15-1601(B) of the Act, Borrower hereby waives any and all rights of redemption. To the extent permitted by law, Borrower hereby further waives any right to reinstate the loan evidenced by the Note including, without limitation, any right to reverse any acceleration of such indebtedness as provided in Section 5/15-1602 of the Act. All waivers by Borrower in this Mortgage have been made voluntarily, intelligently and knowingly by Borrower after Borrower has been informed by counsel of Borrower's choice as to possible alternative rights. Borrower's execution of this Mortgage shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

PROTECTION OF LENDER'S SECURITY

27. At any time after default and expiration of the applicable notice, grace and/or cure period, if any, hereunder, Lender, or Lender's agents or contractors, is authorized, without notice and in Lender's sole discretion, to enter upon and take possession of the Property or any part thereof, and to perform any acts which Lender deems necessary or proper to conserve the security interest herein intended to be provided by the Property, to operate any business or businesses conducted thereon, and to collect and receive all rents, license fees, issues, profits and income, including termination fees and taking proceeds, thereof and therefrom, including those past due as well as those accruing thereafter. In addition to the aforesaid rights, Lender shall have the right, in accordance with

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Sections 15-1701 and 15-1702 of the Act, as the same may have been or shall be amended, to be placed in possession of the Property.

APPOINTMENT OF RECEIVER

28. If, at any time after a default hereunder, Lender deems, in Lender's sole discretion, that a receivership may be necessary to protect the Property or its rents, license fees, issues, profits or income, including termination fees and taking proceeds, whether before or after maturity of the Note and whether before or at the time of or after foreclosure or the institution of suit to collect such Loan or to enforce this Mortgage, Lender, as a matter of strict right and regardless of the value of the Property or the amounts due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, shall have the right, upon ex parte application and without notice to anyone, and by any court having jurisdiction, to the appointment of a receiver to take charge of, manage, preserve, protect and operate the Property, to collect the Rents thereof, to make all necessary and needful repairs, and to pay all taxes, assessments, insurance premiums and other such charges against and expenses of the Property, and to do such other acts as may by such court be authorized and directed, and after payment of the expenses of the receivership and the management of the Property, to apply the net proceeds of such receivership in reduction of the Loan secured hereby or in such other manner as the said court shall direct notwithstanding the fact that the amount owing thereon may not then be due and payable or the said Loan is otherwise adequately secured. Such receivership shall, at the option of Lender, continue until full payment of all sums hereby secured or until title to the Property shall have passed by sale under this Mortgage. Borrower hereby specifically waives its right to object to the appointment of a receiver as aforesaid, and hereby expressly agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender. In addition to the powers provided in this Mortgage, any such receiver shall have all rights, powers, immunities and duties as provided for in Sections 15-1701 and 15-1703 of the Act. The provisions of this Section 28 were specifically bargained for and are an inducement for Lender to make the loan evidenced by the Note to Borrower.

RIGHTS AND REMEDIES CUMULATIVE; FORBEARANCE NOT A WAIVER

29. The rights and remedies herein provided are cumulative, and Lender, as the holder of the Note and of every other obligation secured hereby, may recover, subject to Section 48, judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting any right or remedy available to Lender and without affecting or impairing the security of any right or remedy afforded hereby, and no enumeration of special rights or powers by any provisions hereof shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in Lender by law. Borrower further agrees that no delay or omission on the part of Lender to exercise any rights or powers accruing to it hereunder shall impair any such right or power, or shall be construed to be a waiver of any such event of default hereunder or an acquiescence therein; and every right, power and remedy granted herein or by law to Lender may be exercised from time to time as often as Lender deems expedient. Lender 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 indebtedness, in whole or in part, and in such portions and in such order as may seem best to Lender in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage. To the full extent Borrower may do

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so, Borrower agrees that Borrower will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force pertaining to the rights and remedies of sureties or providing for any appraisal, valuation, stay, extension or redemption, and Borrower, for Borrower and Borrower's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by 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 indebtedness, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of the assets of Borrower, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Borrower shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Lender under the terms of this Mortgage to a sale of the Property for the collection of the secured indebtedness without any prior or different resort for collection, or the right of Lender under the terms of this Mortgage to the payment of such indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this Section and now in force, of which Borrower or Borrower's heirs, devisees, representatives, successors and assigns and such other persons claiming any interest in the Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

MODIFICATION NOT AN IMPAIRMENT OF SECURITY

30. Lender, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior mortgage liens or other liens thereon, may release any part of the security described herein, or may release any person or entity liable for the Loan secured hereby without in any way affecting the priority of this Mortgage, to the full extent of the Loan remaining unpaid hereunder, upon any part of the security not expressly released. Lender may, at its option and within Lender's sole discretion, also agree with any party obligated on the Loan, or having any interest in the security described herein, to extend the time for payment of any part or all of the Loan secured hereby, and such agreement shall not, in any way, release or impair this Mortgage, but shall extend the same as against the title of all parties having any interest in said security, which interest is subject to this Mortgage.

PROPERTY MANAGEMENT AND LEASING

31. The exclusive manager of the Property shall be Borrower, MB Real Estate Services LLC, a Delaware limited liability company or such other manager as may be first approved in writing by Lender in the exercise of its sole reasonable judgment. The exclusive leasing agent of the Property, if other than Borrower or the foregoing party, shall be first approved in writing by Lender. The governing management and leasing contracts (or in the absence of any such written contract, a letter so stating and further identifying the name of the person or entity charged with the responsibility for managing and/or leasing the Property) shall be subordinate to this Mortgage, and satisfactory to and subject to the prior written approval of Lender throughout the term of the Loan secured hereby. Upon default in either of these requirements, then the whole of the Loan hereby secured shall, at the election of Lender, become immediately due and payable, together with any Prepayment Premium, default premium, late payment charges and all other sums required by the

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Note, and Lender shall be entitled to exercise any or all remedies provided for or referenced in this Mortgage.

MODIFICATION NOT A WAIVER

32. In the event Lender (a) releases, as aforesaid, any part of the security described herein or any person or entity liable for any Loan secured hereby; (b) grants an extension of time for the payment of the Note; (c) takes other or additional security for the payment of the Note; or (d) waives or fails to exercise any rights granted herein, in the Note, or any of the other Loan Documents, any said act or omission shall not release Borrower, subsequent purchasers of the Property or any part thereof, or makers, sureties, endorsers or guarantors of the Note, if any, from any obligation or any covenant of this Mortgage, the Note or any of the other Loan Documents, nor preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made, or any subsequent default.

TRANSFER OF PROPERTY OR CONTROLLING INTEREST IN BORROWER; ASSUMPTION

33. Except (x) as set forth in Section 39(b) hereof and (y) for transfers of interests in Borrower between entities directly or indirectly controlled by GEPT (hereinafter collectively referred to as the "GEPT Group") and provided that Lender receives prompt notice of such transfers and Borrower pays all costs of such transfers, including all fees and expenses of Lender (but Lender shall not be entitled to any transfer or similar fee in connection with any such transfer solely within the GEPT Group), the sale, transfer, assignment or conveyance of all or any portion of the Property, or the transfer, assignment or conveyance of all or any interest in Borrower, whether voluntary or by operation of law, without the prior written consent of Lender, shall constitute an Incurable Default under the terms of this Mortgage, and entitle Lender, at Lender's sole option, to accelerate all sums due on the Note, together with any Prepayment Premiums (to the extent permitted by the laws of the State of Illinois), late payment charges or any other amounts secured hereby. Lender may, however, elect to waive the option to accelerate granted hereunder if, prior to any such sale, transfer, assignment or conveyance of the Property, the following conditions shall be fully satisfied: (a) Lender acknowledges in writing that, in Lender's sole discretion, the creditworthiness of the proposed transferee and the ability and experience of the proposed transferee to operate the Property are satisfactory to Lender; (b) Lender and the proposed transferee shall enter into an agreement in writing that (i) the rate of interest payable on the Loan secured hereby shall be at such rate as Lender shall determine, (ii) the repayment schedule as set forth in the Note shall be modified by Lender, in Lender's sole discretion, to initiate amortization or modify the existing amortization schedule in order to amortize the then remaining unpaid principal balance of the Note secured hereby over a period of time as determined by Lender, in Lender's sole discretion, without a change in the maturity date of the Note, and (iii) the proposed transferee shall assume all obligations of Borrower under the Note, this Mortgage and the other Loan Documents in writing and an assumption fee, to be determined by Lender in Lender's sole discretion, may be charged by Lender; (c) Lender shall receive, for Lender's review and approval, copies of all transfer documents; and (d) Borrower or the transferee shall pay all costs and expenses in connection with such transfer and assumption, including, without limitation, all fees and expenses incurred by Lender.

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Borrower, or any subsequent owner of the Property or any portion thereof, shall do all things necessary to preserve and keep in full force and effect its and their legal existence, franchises, registrations, qualifications, rights and privileges as a limited liability company, corporation or partnership, as the case may be, under the laws of the state of its formation and its right to own property and transact business in the State of Illinois. Borrower or such subsequent owner of the Property shall provide Lender, upon Lender's written request, with copies of any proposed amendment to its organization agreement, articles of organization, partnership agreement, certificate of partnership or articles of incorporation, as the case may be, and Lender shall hold all such materials in confidence.

Borrower shall not change its name or identity in any manner which may make any financing or continuation statement filed in connection with the Loan seriously misleading within the meaning of Section 9-402(7) of the UCC (or any other then applicable provision of the UCC) unless Borrower shall have delivered to Lender written notice thereof not less than thirty (30) days before the effective date of such change and shall have taken all action which Lender determines to be reasonably necessary or desirable to amend such financing statement or continuation statement so that it is not seriously misleading. Borrower will not change its principal places of business unless it shall have given Lender prior written notice of its intent to do so not less than thirty (30) days in advance of the effective date of such change. Borrower shall bear all costs incurred by Lender in connection with any such change, including, without limitation, Reasonable Attorneys' Fees.

In the event the ownership of the Property, or any part thereof, shall become vested in a person or entity other than Borrower, whether with or without the prior written consent of Lender, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to the Property, this Mortgage and the Note, in the same manner and to the same extent as with Borrower without in any way vitiating or discharging Borrower's liability hereunder or under the Note. No sale, transfer or conveyance of the Property, no forbearance on the part of Lender and no extension of time given by Lender to Borrower for the payment of the Note hereby secured shall operate to release, discharge, modify, change or affect the original liability of Borrower, either in whole or in part, unless expressly set forth in writing executed by Lender. Notwithstanding anything contained herein to the contrary, Borrower hereby waives, to the extent permitted by law, any right it now has or may hereafter have to require Lender to prove an impairment of its security as a condition to the exercise of Lender's rights under this Section 33.

Notwithstanding anything contained in this Section 33 to the contrary, as long as no default, or event which, with notice or the passage of time or both, could result in a default, has occurred hereunder, under the Note or any of the other Loan Documents, Lender shall permit one (1) bona fide arm's length transfer of the Property to another borrowing entity without a change in the terms of the Loan; provided, however, that no such transfer shall be valid or permitted hereunder unless: (i) Lender receives prior Written Notice of such proposed transfer; (ii) such proposed transferee has been approved in writing by Lender (taking into consideration such factors as transferee's creditworthiness, business experience, financial condition and managerial capabilities) and Lender has received copies of all transfer and other related documents for its review; (iii) Lender is paid a transfer fee in the amount of one percent (1%) of the then outstanding principal balance of the Note; (iv) Borrower pays all fees and expenses incurred by Lender in connection with such transfer and assumption, including, without limitation, inspection and investigation fees, title insurance charges, if any, documentary stamp and mortgage registry taxes, recording fees and Reasonable Attorneys' Fees; (v) such proposed transferee assumes, subject to the provisions of Section 48, in writing, in

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form and substance satisfactory to Lender, all obligations of Borrower under the Note, this Mortgage and the other Loan Documents, with the same degree of liability as Borrower, (and upon such assumption, Borrower shall be released from any liability for claims arising after the date of any such transfer; (vi) Lender approves the management agreement; and (vii) Lender reasonably approves the management company to be employed by the proposed transferee. Any transfer of all or any portion of the Property which does not strictly comply with the terms and conditions of the foregoing shall be a default hereunder, and shall entitle Lender to exercise all rights and remedies provided in this Mortgage and the other Loan Documents. This one-time right of transfer shall apply to Borrower named herein and not to any subsequent owner of the Property.

FURTHER ENCUMBRANCE PROHIBITED; SUBROGATION

34. So long as the Note remains unpaid, Borrower shall not, either voluntarily or involuntarily, permit the Property or any part thereof, to become subject to any secondary lien, mortgage, security interest or encumbrance of any kind whatsoever without the prior written consent of Lender, and the imposition of any such secondary lien, mortgage, security interest or encumbrance, other than Occupancy Leases executed in accordance with Section 12, without the approval of Lender shall constitute an event of default hereunder and entitle Lender, at Lender's sole option, to declare the outstanding principal balance of the Note, all accrued and unpaid interest thereon, Prepayment Premiums (to the extent permitted by the laws of the State of Illinois), late payment charges and any other amounts secured hereby to be and become immediately due and payable in full. Lender, by its acceptance hereof, consents to the Permitted Exceptions. In the event that Lender shall hereafter give its written consent to the imposition of any such secondary lien, mortgage, security interest or other encumbrance upon the Property, Lender, at Lender's sole option, shall be entitled to accelerate the maturity of the Note and exercise any and all remedies provided and available to Lender hereunder and in the other Loan Documents in the event that the holder of any such secondary lien or encumbrance shall institute foreclosure or other proceedings to enforce the same; it being understood and agreed that a default under any instrument or document evidencing, securing or secured by any such secondary lien or encumbrance shall be and constitute an event of default hereunder. In the event all or any portion of the proceeds of the Loan secured hereby are used for the purpose of retiring debt or debts secured by prior liens on the Property, Lender shall be subrogated to the rights and lien priority of the holder or holders of the lien or liens so discharged.

CONVEYANCE OF MINERAL RIGHTS PROHIBITED

35. Borrower agrees that the making of any oil, gas or mineral lease, or the sale or conveyance of any mineral interest or right to explore for minerals under, through or upon the Property, would impair the value of the Property securing the Note, and that Borrower shall have no right, power or authority to lease the Property, or any part thereof, for oil, gas or other mineral purposes, or to grant, assign or convey any mineral interest of any nature, or the right to explore for oil, gas and other minerals, without first obtaining Lender's express written permission therefor, which permission shall not be valid until recorded among the Public Records of Cook County, Illinois. Borrower further agrees that if Borrower shall make, execute, or enter into any such mineral lease or attempt to grant any such mineral rights without such prior written permission of Lender, then Lender shall have the option, without notice, to declare the same to be a default hereunder, and to declare the Loan hereby secured immediately due and payable in full. Whether or not Lender shall consent to such mineral lease or grant of mineral rights, Lender shall receive the entire

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consideration to be paid for any such lease or grant of mineral rights, with the same to be applied to the Loan hereby secured notwithstanding the fact that the amount owing thereon may not then be due and payable or that the said Loan is otherwise adequately secured; provided, however, that the acceptance of such consideration shall in no way impair the lien of this Mortgage on the Property or cure any existing Monetary Default.

ESTOPPEL CERTIFICATION BY BORROWER

36. Borrower, upon request of Lender therefor made either personally or by mail, shall certify in writing to Lender (or any party designated by Lender), in a form satisfactory to Lender or such designee, the amount of principal and interest then outstanding under the terms of the Note and any other sums due and owing under this Mortgage or any of the other Loan Documents, and whether any offsets or defenses then exist against the Loan. Such certification shall be made by Borrower within ten (10) days if the request is made personally, or within twenty (20) days if the request is made by mail.

CROSS-DEFAULT

37. The Note is also secured by the terms, conditions and provisions of the Assignment recorded in the Public Records of Cook County, Illinois, and, additionally, may be secured by contracts or agreements of guaranty or other security instruments from Borrower to Lender. The terms, covenants, conditions and agreements of each security instrument shall be considered a part hereof as fully as if set forth herein verbatim. Any default (and expiration of the applicable notice, grace and/or cure period, if any) under this Mortgage or the Note secured hereby shall constitute an event of default under the Assignment and any of the other Loan Documents, and any default (and expiration of any applicable notice, grace and/or cure period, if any) under the Assignment or other Loan Documents shall likewise constitute a default hereunder and under the Note. Notwithstanding the foregoing, the enforcement or attempted enforcement of this Mortgage or any of the other Loan Documents now or hereafter held by Lender shall not prejudice or in any manner affect the right of Lender to enforce any other Loan Document; it being understood and agreed that Lender shall be entitled to enforce this Mortgage and any of the other Loan Documents now or hereafter held by it in such order and manner as Lender, in its sole discretion, shall determine.

EXAMINATION OF BORROWER'S RECORDS

38. Borrower will maintain complete and accurate books and records showing in detail the income and expenses of the Property, and will permit Lender and its agents, contractors or representatives, to examine said books and records and all supporting vouchers and data during normal business hours and from time to time upon reasonable prior written request by Lender, in such place as such books and records are customarily kept. Borrower will furnish to Lender, within one hundred twenty (120) days after the close of each calendar year, a balance sheet and profit and loss statement prepared in accordance with generally accepted accounting principles for Borrower and the Property which shall also include a rent roll, certified by Borrower as true and correct and showing in detail all income derived from and expenses incurred in connection with the ownership of the Property. In the event Borrower fails to provide such statements to Lender within the time prescribed above, Borrower shall pay Lender the sum of Two Hundred and No/100 Dollars (\$200.00) in administrative expenses for each successive month for which the statements are delinquent. In the event of a default under this Mortgage (and expiration of the applicable notice,

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grace and/or cure period, if any), Lender shall have the right to require that said financial statements be audited and certified by a certified public accountant acceptable to Lender, at the sole cost and expense of Borrower.

ALTERATION, REMOVAL AND CHANGE IN USE OF PROPERTY PROHIBITED

39. Borrower covenants and agrees to permit or suffer none of the following without the prior written consent of Lender:

(a) Any structural alteration of, or addition to, the Improvements now or hereafter situated upon the Real Property, or the addition of any new buildings or other structure(s) thereto, other than the erection or removal of non-load bearing interior walls or alterations required by the terms of Occupancy Leases which have been approved by Lender or Occupancy Leases for tenants under 20,000 square feet, and non-structural alterations to the Property, provided there is no adverse material change in the value of the Property as a result of any such alteration; or

(b) The removal, transfer, sale or lease of obsolete, worn-out or other Fixtures and Personal Property, except that the removal, replacement or substitution of fixtures, equipment, machinery, apparatus and articles of personal property (replacement or substituted items must be of like or better quality than the removed items in their original condition) encumbered hereby may be made in the normal course of business; or

(c) The use of any of the Improvements now or hereafter situated on the Real Property for any purpose other than as an office project and related facilities; or

(d) The lease of any of the Fixtures and Personal Property, other than office furniture, office computers, office equipment and normal maintenance equipment used in the normal administrative operation of the Property.

FUTURE ADVANCES SECURED

40. This Mortgage shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of Lender. Upon the request of Borrower, and at Lender's option prior to release of this Mortgage, Lender may make future advances to Borrower. All future advances with interest thereon shall be secured by this Mortgage to the same extent as if such future advances were made on the date of the execution of this Mortgage unless the parties shall agree otherwise in writing. Any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Property, with interest on such disbursements as provided herein, shall be added to the principal balance of the Note and collected as a part thereof. To the extent that this Mortgage may secure more than one note, a default in the payment of any such note shall constitute a default in the payment of all such notes.

EFFECT OF SECURITY AGREEMENT

41. Borrower agrees to, and shall upon the request of Lender, execute and deliver to Lender, in form and content satisfactory to Lender, such financing statements, descriptions of property and such further assurances as Lender, in Lender's sole discretion, may from time to time

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consider necessary to create, perfect, continue and preserve the lien and encumbrances hereof and the security interest granted herein upon and in such real and personal property and fixtures described herein, including all buildings, improvements, goods, chattels, furniture, furnishings, fixtures, equipment, apparatus, appliances, and other items of tangible and intangible personal property herein specifically or generally described and intended to be the subject of the security interest, lien and encumbrance hereby created, granted and conveyed, and in addition, Borrower hereby authorizes Lender to file any financing statement or financing statement amendment covering such collateral or relating to the security interest created herein. Without the prior written consent of Lender, Borrower shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in such real and personal property and fixtures described herein. Upon the occurrence of a default hereunder or Borrower's breach of any other covenants or agreements under the other Loan Documents (and expiration of the applicable notice, grace and/or cure period, if any), Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, the remedies provided for in this Mortgage. Lender, at the expense of Borrower, may cause such statements, descriptions and assurances, as herein provided in this Section 41, and this Mortgage, to be recorded and re-recorded, filed and refiled, at such times and in such places as may be required or permitted by law to so create, perfect and preserve the lien and encumbrance hereof upon all of the Property.

TERMS OF CONTRACT SURVIVE CLOSING

42. The terms and provisions of the Application/Contract for Mortgage Loan dated December 7, 2001, and any subsequent amendments thereto (hereinafter referred to as the "Contract"), executed by and between Borrower and Lender, are incorporated herein by reference. All terms, covenants, conditions and agreements of the Contract not expressly set forth in this Mortgage, the Note, the Assignment and any of the other Loan Documents additionally securing the Note shall survive the execution and delivery hereof, and remain in full force and effect. In the event any conflict exists between the terms, covenants, conditions and agreements of the Contract and the Loan Documents, the terms, covenants, conditions and agreements of the Loan Documents shall prevail.

SUCCESSORS AND ASSIGNS; TERMINOLOGY

43. The provisions hereof shall be binding upon Borrower and the heirs, personal representatives, trustees, successors and assigns of Borrower, and shall inure to the benefit of Lender, its successors and assigns. Where more than one Borrower is named herein, the obligations and liabilities of said Borrower shall, subject to Section 48, be joint and several.

Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein: (i) the word "Borrower" shall mean Borrower and/or any subsequent owner or owners of the Property; (ii) the word "Lender" shall mean Lender or any subsequent holder or holders of this Mortgage; (iii) the word "Note" shall mean the Note(s) secured by this Mortgage; and (iv) the word "person" shall mean an individual, trustee, trust, corporation, partnership, limited liability corporation, limited liability partnership, joint venture or unincorporated association. Notwithstanding the above, Borrower shall be obligated to deal with only one lead lender which shall be Nationwide Life Insurance Company for so long as Nationwide Life Insurance Company has an interest in any Note. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by Lender based upon such attorneys' then prevailing

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hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Illinois.

NOTICES

44. All notices, reports, requests or other written instruments required or permitted hereunder, shall be in writing, signed by the party giving or making the same, and shall be sent hand-delivered, effective upon receipt, sent by United States Express Mail or by a nationally recognized overnight courier, effective upon receipt, or sent by United States registered or certified mail, postage prepaid, with return receipt requested, deemed effective on the earlier of the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, addressed to the party intended to receive the same at the address set forth below or at such other address as shall be given in writing by any party to another (herein referred to as "Written Notice").

If to Borrower: 230 WEST MONROE PT, LLC
3003 Summer Street
Stamford, Connecticut 06904

If to Lender: NATIONWIDE LIFE INSURANCE COMPANY
One Nationwide Plaza
Columbus, Ohio 43215-2220
Attention: Real Estate Investment Department

All default notices shall be marked on the front of the envelope "DEFAULT NOTICE-TIME-SENSITIVE RESPONSE REQUIRED".

GOVERNING LAW; SEVERABILITY

45. This Mortgage is to be governed by and construed in accordance with the laws of the State of Illinois, if controlling, by the laws of the United States. If any clauses or provisions herein contained shall operate or would prospectively operate to invalidate this Mortgage, then such clauses or provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

RIGHTS OF LENDER CUMULATIVE

46. The rights of Lender arising under the terms, covenants, conditions and agreements contained in this Mortgage shall be separate, distinct and cumulative, and none of them shall be in exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding. If Borrower is comprised of more than one person or entity, then the liability of each such person and entity hereunder shall, subject to the provisions of Section 48, be joint and several.

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MODIFICATIONS

47. This Mortgage cannot be changed, altered, amended or modified except by an agreement in writing and in recordable form, executed by both Borrower and Lender.

EXCULPATION

48. Notwithstanding anything contained herein to the contrary, the liability of Borrower is subject to the limited recourse provisions contained in the Exculpation section of the Note, which are incorporated herein and made a part hereof by reference as if fully set forth herein.

LENDER NOT A JOINT VENTURER OR PARTNER

49. Borrower and Lender acknowledge and agree that in no event shall Lender be deemed to be a partner or joint venturer with Borrower or any member of Borrower. Without limitation of the foregoing, Lender shall not be deemed to be a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the indebtedness secured hereby, or otherwise.

CAPTIONS

50. The captions set forth at the beginning of the various Sections of this Mortgage are for convenience only, and shall not be used to interpret or construe the provisions of this Mortgage.

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IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed as of the day and year first above written.

230 WEST MONROE PT, LLC, a Delaware limited liability company

By: NACA Realty Corporation, a Delaware corporation, its Manager

By: Pamela C. Beam
Pamela C. Beam, Vice President

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

I, Corinne Basta, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Pamela C. Beam, as Vice President of NACA Realty Corporation, a Delaware corporation, manager of 230 WEST MONROE PT, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said corporation appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her 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 25th day of January, 2002.

Corinne Basta
Notary Public

CORINNE BASTA
NOTARY PUBLIC
My Commission Expires Aug 31, 2005

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EXHIBIT A

Common Address:
230 West Monroe Street
Chicago, Illinois 60606

Permanent Tax Index Nos.
17-16-202-013-0000
17-16-202-014-0000

ALL OF LOT 7 AND ALL OF LOT 8 (EXCEPT THE WEST 40 FEET THEREOF TAKEN FOR WIDENING OF FRANKLIN STREET) IN BLOCK 94 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PREMISES THE NORTH 9.0 FEET THEREOF TAKEN FOR ALLEY) IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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EXHIBIT B

1. TAXES FOR THE YEAR 2001
2001 TAXES ARE NOT YET DUE OR PAYABLE.
2. ENCROACHMENT OF METAL TRIM ON PILLARS ALONG WEST SIDE OF BUILDING LOCATED ON THE LAND OVER THE WEST LINE OF THE LAND ONTO THE STREET WEST AND ADJOINING BY .03 TO .06 FEET AS DISCLOSED BY SURVEY BY CHICAGO GUARANTEE SURVEY COMPANY, DATED OCTOBER 25, 2001 AS ORDER NO. 0109016. (AFFECTS LOTS 7 AND 8)
3. THE RIGHT TO MAINTAIN THE STAND PIPES, HYDRANT VALVES, CATCH BASIN DRAINS, AND MANHOLES SHOWN ON SURVEY MADE BY CHICAGO GUARANTEE SURVEY COMPANY DATED OCTOBER 15, 2001 AS ORDER NO. 0109016 IN FAVOR OF ANY PUBLIC AND QUASI-PUBLIC UTILITY COMPANIES.
4. RIGHTS OF TENANTS, AS TENANTS ONLY, PURSUANT TO THE LEASES DESCRIBED ON EXHIBIT B TO THE ASSIGNMENT OF LEASES, RENTS AND PROFITS OF EVEN DATE THEREWITH, FILED FOR RECORD IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, FROM 230 WEST MONROE PT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO NATIONWIDE LIFE INSURANCE COMPANY, AN OHIO CORPORATION

Cook County Clerk's Office

20121730