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WHITE & CASE LLP
1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036
ATTENTION: JOSEPH A. CALASCIBETTA, ESQ.
File (1104031-0295)

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING
(ILLINOIS)

made by

TRIZECHAHN 550 W. WASHINGTON, LLC,
"Mortgagor"

to

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent
"Mortgagee"

Date: As of December 18, 2002

A handwritten signature in black ink, appearing to be 'JP' or similar initials.

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MORTGAGE, ASSIGNMENT OF RENTS AND
LEASES, SECURITY AGREEMENT AND FIXTURE FILING
(ILLINOIS)

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (ILLINOIS), dated as of December 18, 2002 (this "Mortgage"), is made by TRIZECHAHN 550 W. WASHINGTON, LLC, a Delaware limited liability company, as mortgagor ("Mortgagor"), having an address c/o Trizec Properties, Inc. 233 South Wacker Drive, Chicago, Illinois 60606, to DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent (in such capacity, the "Administrative Agent"), as mortgagee for the benefit of the Lenders (as hereinafter defined), having an address at 31 West 52nd Street, New York, New York 10019 (the Administrative Agent, together with its successors and assigns as Administrative Agent under the Credit Agreement (as hereafter defined), "Mortgagee").

All capitalized terms used but not otherwise defined herein (including, without limitation, in Exhibit B attached hereto) shall have the respective meanings ascribed to such terms in the Credit Agreement (as hereinafter defined). The term "Credit Documents" as used herein shall collectively refer to the "Credit Documents" as defined in the Credit Agreement, and the term "Lenders" shall collectively refer to the Lenders as defined in the Credit Agreement.

RECITALS

THIS MORTGAGE COVERS GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN EXHIBIT A HERETO. THIS MORTGAGE IS A FIXTURE FILING AND IS TO BE INDEXED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF EACH COUNTY (OR, TO THE EXTENT SIMILAR RECORDS ARE MAINTAINED AT THE CITY OR TOWNSHIP INSTEAD OF THE COUNTY, EACH SUCH CITY OR TOWNSHIP) IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED.

WHEREAS, Mortgagor is the record owner of fee simple title to the Premises (as defined below);

WHEREAS, Mortgagor is the owner and holder of the lessor's interest under the Leases (as defined below), which demise various portions of the Premises;

WHEREAS, Trizec Properties, Inc. (the "Borrower"), the Lenders and the Mortgagee have entered into that certain Amended and Restated Credit Agreement, dated as of even date herewith (as further amended, restated, supplemented or otherwise modified from time to time, including, but not limited to, the inclusion of additional borrowers (including, without limitation, the Co-Borrower if formed (all references herein to the Co-Borrower shall be operative from and after the date on which the Co-Borrower becomes a Credit Party party to the Credit Agreement pursuant to Section 8.04(b) of the Credit Agreement) or guarantors thereunder

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or any increase in the amount borrowed under such agreement or any successor agreement(s), whether or not with the same lenders or administrative agent, the "Credit Agreement");

WHEREAS, pursuant to the Subsidiaries Guaranty, the Mortgagor and other Subsidiary Guarantors have jointly and severally guaranteed to the Creditors (as such term is defined in the Subsidiaries Guaranty) the payment when due and the due performance of all of the Guaranteed Obligations (as hereinafter defined) under or with respect to the Credit Agreement and the other Credit Documents;

WHEREAS, pursuant to the Credit Agreement, it is a condition to the making of Loans to, and the issuance of Letters of Credit for the account of, Borrower and the Co-Borrower under the Credit Agreement that Mortgagor execute and deliver this Mortgage; and

WHEREAS, Mortgagor will obtain benefits from the making of Loans to, and the issuance of Letters of Credit for the account of, the Borrower and the Co-Borrower and, accordingly, is entering into this Mortgage to satisfy the condition in the preceding paragraph and to secure (and this Mortgage shall secure) the Obligations (as hereinafter defined) which include, without limitation, the Guaranteed Obligations;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make the Loans and to issue Letters of Credit and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the mutual covenants herein contained, and intending to be legally bound hereby, and in order to secure the Obligations, MORTGAGOR HEREBY COVENANTS AND AGREES WITH AND REPRESENTS AND WARRANTS TO MORTGAGEE AS FOLLOWS:

SECTION 1

GRANTING CLAUSES, OBLIGATIONS AND FUTURE ADVANCES

1.1. Granting Clauses.

Mortgagor hereby:

- (i) grants, bargains, sells, assigns, pledges, transfers, mortgages and conveys, as security for the Obligations, those portions of the following described Mortgaged Property that constitute real property under the laws of the State (as hereinafter defined) to Mortgagee, pursuant to this Mortgage and Applicable Laws, but subject to the rights of Mortgagee under the Assignment of Rents (as hereinafter defined), the Security Agreement (as hereinafter defined) and the assignment made in paragraph (iii) below, and subject only to Permitted Encumbrances, TO HAVE AND TO HOLD such portions of the Mortgaged Property, with power of sale (subject to Applicable Laws) to Mortgagee forever, subject to all of the terms, conditions, covenants and agreements herein set forth, for the security and benefit of Mortgagee; and
- (ii) grants, as security for the Obligations, a security interest to Mortgagee in that portion of the Mortgaged Property constituting fixtures or personal property; and

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(iii) assigns and transfers to Mortgagee, as security for the Obligations, all of the Leases and all of the Rents (as hereinafter defined) and other benefits derived from any Leases, whether now existing or hereafter created, all subject to the Assignment of Rents.

All of Mortgagor's estate, right, title and interest, whether now owned or hereafter acquired, whether as lessor or lessee and whether vested or contingent, in and to all of the following described property now or hereafter located upon the Premises, or appurtenant thereto, or usable in connection with the present or future use, construction upon, leasing, sale, operation or occupancy of the Premises is herein collectively referred to as the "Mortgaged Property":

FIRST GRANTING CLAUSE

Land

1. The parcels of land located in the County of Cook and State of Illinois (the "State"), as more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all strips and gores within or adjoining such property, all estate, right, title, interest, claim or demand whatsoever of Mortgagor in the streets, roads, sidewalks, alleys and ways adjacent thereto (whether or not vacated and whether public or private and whether open or proposed), all vaults or chutes adjoining such land, all of the tenements, hereditaments, easements, reciprocal easement agreements, rights pursuant to any trackage agreement, rights to the use of common drive entries, rights-of-way and other rights, privileges and appurtenances thereunto belonging or in any way pertaining thereto (all of the foregoing being referred to herein collectively as the "Land"), all reversions, remainders, dower and rights of dower, curtesy and rights of curtesy, all of the air space and right to use said air space above the Land or any part thereof, all transferable development rights arising therefrom or transferred thereto, all water and water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and shares of stock evidencing the same, all mineral, mining, gravel, oil, gas, hydrocarbon substances and other rights to produce or share in the production of anything related to the Land or any part thereof, all drainage, crop, timber, agricultural, and horticultural rights with respect to the Land or any part thereof, and all other appurtenances appurtenant to the Land or any part thereof, including without limitation, any now or hereafter belonging or in any way appertaining thereto, and all claims or demands of Mortgagor, either at law or in equity, in possession or expectancy, now or hereafter acquired, of, in or to the same (collectively, the "Ancillary Rights");

SECOND GRANTING CLAUSE

Improvements

2. The Improvements described in Exhibit B attached hereto and by this reference incorporated herein. (The Land, the Ancillary Rights and the Improvements are referred to herein, collectively, as the "Premises");

THIRD GRANTING CLAUSE

Rents, Leases and Lease Provisions

3. The Rents, Leases and Lease Provisions described in Exhibit B attached hereto and by this reference incorporated herein, subject to the terms and provisions of (a) the Assignment of Rents and Leases (Illinois), dated as of even date herewith, by Mortgagor, as assignor, for the

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benefit of Mortgagee, as assignee, as the same may hereafter be amended, modified, supplemented, restated, extended, renewed or replaced (such Assignment of Rents and Leases, together with any and all amendments, modifications, supplements, restatements, extensions, renewals or replacements thereof are collectively referred to herein as the "Assignment of Rents"), and (b) that certain Security Agreement, dated as of even date herewith, from Mortgagor and other grantors listed on the signature pages thereof or which may hereafter become parties thereto, as debtors, to the Administrative Agent, as secured party for the benefit of the Lenders, as the same may hereafter be amended, modified, supplemented, restated, extended, renewed or replaced (such Security Agreement, together with any and all amendments, modifications, supplements, restatements, extensions, renewals or replacements thereof are collectively referred to herein as the "Security Agreement");

FOURTH GRANTING CLAUSE
Various Collateral

4. The Equipment, Materials, Specifications, Security Deposits, Accounts, Related Contracts, Assigned Agreements, Deposit Accounts, Deposit Account Collateral, and General Intangibles described in Exhibit B attached hereto and by this reference incorporated herein and any other property described in Exhibit B and not described in any other Granting Clause (collectively, the "Various Collateral"), subject to the terms and provisions of the Security Agreement;

FIFTH GRANTING CLAUSE
Refunds

5. The Refunds described in Exhibit B attached hereto and by this reference incorporated herein, subject to the terms and provisions of the Security Agreement;

SIXTH GRANTING CLAUSE
Insurance/Condemnation Proceeds

6. The Insurance/Condemnation Proceeds described in Exhibit B attached hereto and by this reference incorporated herein, subject to the terms and provisions of the Security Agreement and the Credit Agreement;

SEVENTH GRANTING CLAUSE
Records And Permits

7. The Records and Permits described in Exhibit B attached hereto and by this reference incorporated herein, subject to the terms and provisions of the Security Agreement;

EIGHTH GRANTING CLAUSE
Options

8. The Options, if any, described in Exhibit B attached hereto and by this reference incorporated herein, subject to the terms and provisions of the Security Agreement;

NINTH GRANTING CLAUSE
Proceeding Rights

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9. The Proceeding Rights described in Exhibit B attached hereto and by this reference incorporated herein, subject to the terms and provisions of the Security Agreement;

TENTH GRANTING CLAUSE
Encumbrance Rights

10. The Encumbrance Rights described in Exhibit B attached hereto and by this reference incorporated herein, subject to the terms and provisions of the Security Agreement;

ELEVENTH GRANTING CLAUSE
Greater Estate Rights

11. The Greater Estate Rights described in Exhibit B attached hereto and by this reference incorporated herein, subject to the terms and provisions of the Security Agreement;

TWELFTH GRANTING CLAUSE
After Acquired Property

12. All property hereafter acquired or constructed by Mortgagor of the type described in the foregoing Granting Clauses and located upon the Premises, or appurtenant thereto, or usable in connection with the present or future use, construction upon, leasing, sale, operation or occupancy of the Premises, which shall forthwith, upon acquisition or construction thereof by Mortgagor and without any act or deed by Mortgagor or Mortgagee, become subject to the Lien and security interest of this Mortgage as if such property were now owned by Mortgagor and were specifically described in this Mortgage and were specifically conveyed or encumbered hereby; and

THIRTEENTH GRANTING CLAUSE
Accessions And Proceeds

13. All accessions, additions, replacements, substitutions, renewals or attachments to, and proceeds of, any of the foregoing,

TO HAVE AND TO HOLD, WITH POWER OF SALE (to the extent permitted by Applicable Laws), the Mortgaged Property unto Mortgagee, and its successors and assigns, for the uses and purposes on terms and conditions set forth herein, forever.

PROVIDED HOWEVER, these presents are upon the express condition that, if Mortgagor and the other Credit Parties shall well and truly pay and perform the Obligations at the time and in the manner provided in the Credit Documents, these presents and the estate hereby granted shall cease, terminate and be void.

1.2. Obligations.

This Mortgage is given to secure ratably and equally the full and prompt payment and performance when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the following without duplication (collectively referred to as the "Obligations"):

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1. all of Mortgagor's obligations, liabilities and indebtedness under the Subsidiaries Guaranty (collectively, the "Guaranteed Obligations"), including without limitation, (x) the principal of and interest on (including any interest accruing after the commencement of any bankruptcy, insolvency, receivership or similar proceeding at the rate provided for in the Credit Agreement, whether or not such interest is an allowed claim in any such proceeding) the Notes issued by, and the Loans made to, the Borrower and the Co-Borrower under the Credit Agreement, and all reimbursement obligations and Unpaid Drawings with respect to Letters of Credit issued under the Credit Agreement and (y) all other obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due), liabilities and indebtedness owing by the Borrower, the Co-Borrower, and/or any other Subsidiary Guarantor to Mortgagee or the Lenders under the Credit Agreement and the other Credit Documents (including, without limitation, indemnities, fees and interest thereon), whether now existing or hereafter incurred under, arising out of or in connection with the Credit Agreement and each such other Credit Document and the due performance and compliance by the Borrower; the Co-Borrower, Mortgagor and/or any other Subsidiary Guarantor with all of the terms, conditions and agreements contained in all such Credit Documents, but subject in all respects to the provisions of Section 23 of the Subsidiaries Guaranty;

2. all of Mortgagor's obligations, liabilities and indebtedness under, with respect to or arising in connection with this Mortgage and the other Security Documents, including, without limitation, all obligations to Mortgagee and the Lenders for fees, costs and expenses (including attorneys' fees and disbursements) as provided herein;

3. payment of all sums advanced by Mortgagee or any Lender in accordance with the Credit Agreement or in accordance with the provisions of this Mortgage or any of the other Credit Documents to protect the Mortgaged Property, with interest thereon at the highest interest rate then applicable to the Credit Agreement (the "Agreed Rate");

4. payment of all sums with respect to the Obligations that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a), including, without limitation, interest, fees and other charges that, but for the filing of a petition in bankruptcy with respect to Borrower, the Co-Borrower, Mortgagor and/or any other Subsidiary Guarantor would accrue on the Obligations, whether or not a claim is alleged against Borrower, the Co-Borrower, Mortgagor and/or any other Subsidiary Guarantor for such sums in any such bankruptcy proceeding;

5. due, prompt and complete performance of every obligation, covenant and agreement of Mortgagor and/or any other Subsidiary Guarantor contained in any agreement now or hereafter executed by Mortgagor and/or any other Subsidiary Guarantor which recites that the obligations thereunder are secured by this Mortgage, from and after the date on which all mortgage recording taxes, general intangible taxes or other taxes, if any, payable in respect of such obligations, covenants and agreements have been paid; and

6. all renewals, extensions, amendments, modifications and changes and supplements of, or substitutions or replacements for, all or any part of the obligations, liabilities, and indebtedness described in Paragraphs 1 through 5 above, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with

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respect to Borrower, the Co-Borrower, Mortgagor and/or any other Subsidiary Guarantor, would accrue on such obligations, whether or not a claim is allowed or allowable for such interest in the related bankruptcy proceeding), fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others (including, without limitation, the Co-Borrower and the other Subsidiary Guarantors), and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations, indebtedness or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Mortgagee or any Lender as a preference, fraudulent transfer or otherwise and all obligations of every nature of Mortgagor now or hereafter existing under this Mortgage.

1.3. Future Advances.

In addition to all other indebtedness secured by this Mortgage, this Mortgage shall also secure and constitute a first lien and security interest without duplication on the Mortgaged Property for:

1. all sums advanced or paid by any Lender and/or Mortgagee upon a default or Event of Default under the terms of this Mortgage (a) for real estate taxes, charges and assessments that may be imposed by law upon the Premises, (b) for premiums on insurance policies covering the Premises, (c) for expenses incurred in upholding the liens and security interests of this Mortgage, including but not limited to the expenses of any litigation to prosecute or defend the rights or liens and security interests created by this Mortgage, (d) to which Mortgagee or any Lender becomes subrogated, upon payment, under recognized principles of law or equity, or under express statutory authority, (e) for any other purpose, (f) for maintenance charges and costs incurred for the protection of the Premises or for protection of the liens or security interests of this Mortgage, or (g) expenses incurred by reason of default under this Mortgage in each case with interest thereon at the Agreed Rate; and

2. all other sums expended or advanced by any Lender and/or Mortgagee in accordance with the terms of this Mortgage, just as if such advances were made on the date of this Mortgage.

SECTION 2

COVENANTS AND AGREEMENTS OF MORTGAGOR

2.1. Payment and Performance of Obligations.

Mortgagor shall pay when due and perform the Obligations, including, without limitation, the principal and interest on any future advances secured by this Mortgage.

2.2. Assignment of Policies Upon Foreclosure.

In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property, the acceptance by Mortgagee (or a nominee of Mortgagee) of a deed to any part of the Mortgaged Property in lieu of foreclosure of this Mortgage or in connection

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with a plan of reorganization filed under Chapter 11 of the Bankruptcy Code, or the exercise by Mortgagee of any remedy set forth herein, in extinguishment, in whole or in part, of the Obligations or upon the acceptance by Mortgagee (or a nominee of Mortgagee) of a deed to any part of the Mortgaged Property in lieu of foreclosure of this Mortgage but not in extinguishment, in whole or in part, of the Obligations, all right, title and interest of Borrower, the Co-Borrower, Mortgagor and/or the other Subsidiary Guarantors in and to all Insurance Proceeds, to the extent permitted by Applicable Laws, shall inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property or part thereof.

2.3. Actions by Mortgagee To Preserve Mortgaged Property.

Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, without obligation so to do and without releasing Borrower, the Co-Borrower, Mortgagor and/or any other Subsidiary Guarantor from any Obligation, make or do the same in such manner and to such extent as Mortgagee may deem necessary or proper to protect the security hereof. In connection therewith (without limiting its general and other powers, whether conferred herein, in any other Credit Document or by law), Mortgagee shall have and is hereby given the right, but not the obligation, upon the occurrence and during the continuance of an Event of Default, (a) to enter upon and take possession of the Mortgaged Property; (b) to make additions, alterations, repairs and improvements to the Mortgaged Property which Mortgagee may reasonably consider necessary or proper to keep the Mortgaged Property in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee; (d) to pay, purchase, contest, compromise or settle any claim, charge, Lien or debt which in the reasonable judgment of Mortgagee may affect or appear to affect the security of this Mortgage or to be prior or superior hereto except for any claims, charges, Liens or debts being diligently contested in good faith by Borrower or Mortgagor in appropriate proceedings in accordance with the terms of the Credit Agreement; (e) to pay any Impositions except those Impositions being diligently contested in good faith by Borrower or Mortgagor in appropriate proceedings in accordance with the terms of the Credit Agreement and to procure, maintain and pay premiums on the insurance policies referred to herein; and (f) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. No such advance or performance shall be deemed to have cured such Event of Default. Mortgagor shall, within ten (10) days after Mortgagee's written demand therefor, pay to Mortgagee, as applicable, an amount equal to all costs and expenses incurred by Mortgagee in accordance with the provisions set forth herein in connection with the exercise by Mortgagee of the foregoing rights including, without limitation, costs of evidence of title and of endorsements to the Title Policies, court costs, architectural or engineering studies, appraisals, surveys and architect's, engineer's, accountant's, receiver's, trustee's and attorneys' fees, together with interest thereon from the date of such expenditures at the Agreed Rate. All such amounts advanced or incurred, and all such interest thereon, shall be a part of the Obligations and shall be secured by this Mortgage. Mortgagee, upon making such advance, shall be subrogated to all of the rights of the person receiving such advance.

2.4. Action by Mortgagee to Protect Interests; Subrogation; Waiver of Offset.

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- (A) Action by Mortgagee to Protect Interests. If the title, interest or Lien as the case may be, of Mortgagor or of Mortgagee in and to the Mortgaged Property or any part thereof, or the security of this Mortgage, or the rights or powers of Mortgagee or Mortgagor hereunder, shall be attacked, either directly or indirectly, or if any legal proceedings are commenced involving Mortgagee, any Lender or the Mortgaged Property, Mortgagor shall promptly give written notice thereof to Mortgagee and at Mortgagor's own expense shall take all action necessary or reasonably requested by Mortgagee to diligently defend against any such attack or proceedings, employing attorneys reasonably acceptable to Mortgagee. Mortgagor agrees that, if Mortgagor fails to perform any act which Mortgagor is required to perform under this Section, Mortgagee may (after ten (10) days' written notice to Mortgagor), but shall not be obligated to, perform or cause to be performed such act, and any reasonable cost and expense actually incurred by Mortgagee in connection therewith shall be included in the Obligations owing by Mortgagor and payable to Mortgagee, as applicable, within ten (10) days of Mortgagee's written demand for payment, and shall bear interest at the Agreed Rate, and shall be secured by this Mortgage, and Mortgagee shall be subrogated to all of the rights of the party receiving such payment. The liabilities of Mortgagor as set forth in this Section shall survive the termination of this Mortgage or of any other Credit Document.
- (B) Subrogation. Mortgagor waives any and all right to claim or recover against Mortgagee and each of the Lenders, and their respective officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's other property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of the Credit Agreement.
- (C) Waiver of Offset. All sums payable by Mortgagor pursuant to this Mortgage shall be paid (except as otherwise expressly provided herein) without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the Obligations hereunder shall in no way be released, discharged or otherwise affected (except as otherwise expressly provided herein or in any other Credit Document) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Property or any part thereof; (ii) any restriction or prevention of or interference by any third party with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Premises or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagee, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagee, or by any court, in any such proceeding; (v) any claim (other than a compulsory counterclaim, which if not asserted will be forever waived) which Mortgagor has or might have against Mortgagee; (vi) any default or failure on the part of Mortgagee to perform or comply with any of the terms hereof or of any other agreement with Mortgagor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the

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foregoing, whether or not Mortgagor shall have notice or knowledge of any of the foregoing. To the extent permitted by Applicable Laws, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any Obligation secured hereby.

2.5. Restrictions on Transfer of Mortgaged Property by Mortgagor.

The financial stability and managerial and operational ability of Mortgagor are substantial and material considerations to Mortgagee and the Lenders in their agreement to accept the Notes and other Credit Documents from Borrower, the Co-Borrower, Mortgagor and the other Subsidiary Guarantors, as applicable, and to enter into the transactions contemplated thereby. Mortgagor understands and acknowledges that a transfer of the Mortgaged Property may significantly and materially alter and reduce Mortgagee's security for the Obligations. Therefore, in order to induce Mortgagee to make and maintain the Loans secured hereby, Mortgagor agrees that, except in connection with the removal of the Mortgaged Property from the Borrowing Base and the release of the Liens and security interests thereon under the Security Documents in accordance with Section 8.13(b) of the Credit Agreement, Mortgagor will not transfer the Mortgaged Property or any portion thereof. In the event of any transfer of the Mortgaged Property or any portion thereof that is not made in accordance with Section 8.13(b) of the Credit Agreement, Mortgagee shall have the absolute right at its option, without prior demand or notice, to declare all of the Obligations immediately due and payable. Consent to one such transfer shall not be deemed to be a waiver of the right to require consent to future or successive transfers. If consent should be given to a transfer and if this Mortgage is not released to the extent of the transferred portion of the Mortgaged Property by a writing signed by Mortgagee, as required by Applicable Laws, and recorded in the proper city, town, county or parish records, then any such transfer shall be subject to this Mortgage and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Any such assumption shall not, however, release Mortgagor or any other Person with respect to the Obligations from any liability thereunder without the prior written consent of Mortgagee. This covenant shall run with the land and remain in full force and effect until all of the Obligations are fully paid and performed (or this Mortgage is released of record), and Mortgagee may, without notice to Mortgagor, deal with any transferees with reference to the Obligations in the same manner as Mortgagor, without in any way altering or discharging Mortgagor's liability or any other Person with respect thereto. The provisions of this Section shall apply to each and every direct transfer of the Mortgaged Property or any portion thereof, regardless of whether or not Mortgagee has consented to any previous transfer.

2.6. Incorporation by Reference; Full Performance Required; Survival of Warranties.

Mortgagor hereby makes to Mortgagee and each Lender all of the applicable representations and affirmative and negative covenants relating to the Mortgaged Property that are set forth in the Credit Agreement, which representations and covenants are incorporated herein by reference as of the date hereof. All representations and covenants of Mortgagor made to Mortgagee in connection with the Obligations secured hereby or contained in the Credit Documents or incorporated by reference therein shall run to the benefit of Mortgagee and each Lender, shall survive the execution and delivery of this Mortgage and shall remain continuing obligations of Mortgagor so long as any portion of the Obligations remains outstanding and

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Mortgagor shall fully and faithfully satisfy and perform all such Obligations and covenants as required by the terms of the Credit Documents, each subject to the terms of the Credit Agreement. In the event of a conflict between the provisions of this Mortgage and the Credit Agreement, it is the intention of Mortgagor and Mortgagee that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of a conflict that cannot be resolved as aforesaid, the provisions of the Credit Agreement shall control and govern and Mortgagor shall comply therewith.

2.7. Additional Security.

No other security now existing, or hereafter taken, to secure the Obligations shall be impaired or affected by the execution of this Mortgage; and all additional security shall be taken, considered and held as cumulative. The taking of additional security, execution of partial releases of the security, or any extension of the time of payment or performance of the Obligations shall not diminish the force, effect, Lien or security interest of this Mortgage and shall not affect or impair the liability of any maker, surety, guarantor, endorser or other Person for the payment or performance of the Obligations. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine during the continuance of an Event of Default.

2.8. Further Acts.

Mortgagor shall do and perform all acts as required under the Credit Documents or otherwise as necessary to keep valid and effective the Liens granted or purported to be granted by Mortgagor hereunder and under the other Security Documents and to carry into effect its objective and purposes, in order to protect the lawful owners and holders of this Mortgage, the other Security Documents and the Obligations. Promptly upon request, from time to time, of Mortgagee and at Mortgagor's expense, Mortgagor shall execute, acknowledge and deliver to Mortgagee such other and further instruments and do such other acts as in the reasonable opinion of Mortgagee may be necessary or desirable to (a) grant to Mortgagee for the benefit of the Lenders perfected Liens on and security interests in all of the Mortgaged Property and the other Collateral to secure the Obligations, (b) grant to Mortgagee, as applicable, to the fullest extent permitted by Applicable Laws, the right to foreclose on the Mortgaged Property and the other Collateral nonjudicially, upon the occurrence and during the continuance of an Event of Default, (c) correct any defect, error or omission which may be discovered in the contents of this Mortgage or any of the other Security Documents (including, without limitation, all exhibits and/or schedules hereto), (d) identify more fully and subject to the Liens created hereby and by the other Security Documents any property intended by the terms hereof to be covered hereby (including any renewals, additions, substitutions, replacements or appurtenances to the Mortgaged Property and the other Collateral), (e) confirm that the Liens and security interests created by this Mortgage and the other Security Documents are senior to all Material Leases and the rights of all Tenants thereunder and (f) otherwise effectuate the intent of this Mortgage and the other Security Documents. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest and with full power of substitution, to take the above

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actions and to perform such obligations on behalf of Mortgagor, at Mortgagor's sole expense, (i) if Mortgagor fails to fully comply with Mortgagor's obligations under this Section within five (5) days after Mortgagee's request and delivery of the instruments, if any, requested by Mortgagee or (ii) upon the occurrence and during the continuance of an Event of Default. Without limiting the generality of the foregoing, Mortgagor shall promptly and, insofar as not contrary to Applicable Laws, at Mortgagor's own expense, record, rerecord, file and refile in such offices, at such times and as often as may be necessary, this Mortgage, the other Security Documents, additional mortgages, deeds of trust and deeds to secure debt, and every other instrument in addition or supplemental hereto, including applicable financing statements, as may be reasonably necessary to create, perfect, maintain and preserve the Liens and security interests (and priority thereof) intended to be created hereby and thereby and the rights and remedies of Mortgagee hereunder and thereunder. Upon request by Mortgagee, Mortgagor shall supply evidence of fulfillment of each of the covenants herein contained concerning which a request for such evidence has been made.

2.9. Subordination.

Mortgagor represents and warrants to Mortgagee that, except as otherwise disclosed in writing by Borrower to Mortgagee on or prior to the Effective Date, each Lease with respect to the Mortgaged Property which, individually or in the aggregate with one or more Leases, demises 20,000 or more square feet of space to a single Tenant and/or its Affiliates on the Effective Date is subordinate to the Lien of this Mortgage. Mortgagor shall (i) use reasonable efforts to cause the Tenant under any Lease in existence on the Effective Date (each an "Existing Lease") designated by Mortgagee to enter into a subordination, non-disturbance and attornment agreement (an "SNDA") with Mortgagee which is in form and substance reasonably satisfactory to Mortgagee and (ii) cause each Lease with respect to the Mortgaged Property entered into by Mortgagor after the Effective Date (each a "Future Lease") to provide expressly that (a) such Lease is subordinate to the Lien of any existing or future mortgage, deed of trust or deed to secure debt (an "Encumbrance"), which subordination may be conditioned upon the execution and delivery by the Tenant thereunder and the holder of such Encumbrance of an SNDA in form and substance reasonably satisfactory to such holder, and (b) if requested by the holder of such Encumbrance, the Tenant thereunder will enter into an SNDA with such holder in form and substance reasonably satisfactory to such holder.

Mortgagor represents and warrants to Mortgagee that the Tenant under each Existing Lease is required by the terms of such Lease or Applicable Laws to attorn to a successor landlord thereunder at the election of such successor landlord following the foreclosure of this Mortgage; provided that, to obtain such attornment, successor landlord may be required, if such Lease so provides, to (i) provide such Tenant written notice of its election to require such Tenant to so attorn, (ii) agree in writing to be bound by all of the obligations of the landlord under such Lease or (iii) enter into an SNDA agreement pursuant to the terms of such Lease. Mortgagor shall cause each Future Lease to provide expressly that the Tenant thereunder is required to attorn to a successor landlord thereunder at the election of such successor landlord following the foreclosure of any Encumbrance.

Mortgagor shall use reasonable efforts to cause the Tenant under any Existing Lease or Future Lease designated by Mortgagee to execute and deliver to Mortgagee an estoppel

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certificate with respect to such Lease which is in form and substance reasonably satisfactory to Mortgagee. Mortgagor shall cause each Future Lease to provide expressly that, promptly following the request of the holder of any Encumbrance, the Tenant thereunder shall execute and deliver to such holder an estoppel certificate with respect to such Lease with respect to such matters respecting such Lease as such holder may reasonable request.

SECTION 3

ASSIGNMENT OF RENTS AND LEASES

3.1. Assignment of Rents and Leases.

In furtherance of and in addition to the assignment made by Mortgagor in the Third Granting Clause of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee for the benefit of the Lenders all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. It is the intention of Mortgagor and Mortgagee that this assignment be treated and construed as an absolute assignment and not an assignment for additional security only. Subject to the conditional limitation that no Event of Default shall have occurred and be continuing, Mortgagor shall, subject to the terms of the Assignment of Rents, have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to observe, perform, comply with and discharge all of the obligations of the landlord thereunder, the right to demand and receive performance under the Leases, the right to enforce all rights and exercise all remedies under the Leases, the right to terminate or amend any Lease and the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same; provided, however, that such rights may be exercised by Mortgagor only to the extent they are permitted under the Assignment of Rents. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice by Mortgagee (any such notice being hereby expressly waived by Mortgagor). Mortgagee shall have all rights granted to the Assignee pursuant to the Assignment of Rents. The provisions set forth in the Assignment of Rents are hereby incorporated by reference into this Mortgage with the same effect as if set forth in full herein. In the event of a conflict between the provisions of this Section 3 and the Assignment of Rents, it is the intention of Mortgagor and Mortgagee that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of a conflict that cannot be resolved as aforesaid, the provisions of the Assignment of Rents shall control and govern and Mortgagor shall comply therewith.

3.2. No Limitation of Rights.

The assignment of Rents and Leases herein made shall not be construed to limit in any way Mortgagee's or any Lender's other rights hereunder or under any other Credit Documents, including the right to accelerate the Obligations during the continuance of an Event of Default. Monies received under the assignments herein made shall not be deemed to have

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been applied in payment of any portion of the Obligations unless and until such monies actually are applied thereto by Mortgagee.

3.3. Sale of Mortgaged Property.

(1) Free and Clear of Assignments. Upon any sale of any of the Mortgaged Property by Mortgagee for the benefit of Mortgagee or any Lender pursuant to this Mortgage, the Rents attributable to the part of the Mortgaged Property so sold shall be included in such sale and shall pass to the purchaser free and clear of (i) the assignment by Mortgagor in the Third Granting Clause of this Mortgage and (ii) the provisions of this Section 3 and of the Assignment of Rents.

(2) No Obligations on Mortgagee. It is neither the intent nor the effect of this Mortgage nor the other Credit Documents to impose any obligation on Mortgagee or any Lender, including any liability under the covenant of quiet enjoyment contained in any Lease or contained in any Applicable Laws, in the event of a sale of the Mortgaged Property or any part thereof pursuant to this Mortgage or any liability arising from the naming of any tenant as a party defendant in any action to foreclose this Mortgage, causing such tenant to be barred and foreclosed of all right, title, interest and equity of redemption in the Mortgaged Property. Notwithstanding anything herein to the contrary, under no circumstances shall Mortgagee or any Lender be subject to any offsets, claims or defenses which a tenant might have against Mortgagor or any prior landlord with respect to any Lease, whether or not Mortgagee shall have succeeded to the interests of landlord under any such Lease.

3.4. Term of Assignment.

The assignment and grant made in the Third Granting Clause of this Mortgage and in this Section 3 shall continue in effect until release of this Mortgage and the Assignment of Rents of record or payment in full of the Obligations. The execution of this Mortgage constitutes and evidences the irrevocable consent of Mortgagor to the entry upon and the taking possession of the Premises or any part thereof in compliance with Applicable Laws by Mortgagee pursuant to such grant and the terms hereof whether by foreclosure or other remedy and at Mortgagee's option and election, with or without application for a receiver. Mortgagee has no obligation whatsoever in respect of security for any Leases except and only to the extent such security is actually delivered to Mortgagee, whether or not Mortgagor now has or previously had possession of such security.

3.5. Bankruptcy Provisions.

Without limitation of the provisions of Section 4 hereof or the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of 11 U.S.C. Section 552(b), (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy. Without limitation of the absolute nature of the assignment of the Rents hereunder, to the extent Mortgagor (or Mortgagor's bankruptcy estate) shall be deemed to hold any interest

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in the Rents after the commencement of a voluntary or involuntary bankruptcy case, Mortgagor hereby acknowledges and agrees that such Rents are and shall be deemed to be "cash collateral" under Section 363 of the Bankruptcy Code. Mortgagor may not use the cash collateral without the consent of Mortgagee and/or an order of any bankruptcy court pursuant to 11 U.S.C. 363(b)(2), and Mortgagor hereby waives any right it may have to assert that such Rents do not constitute cash collateral. No consent by Mortgagee to the use of cash collateral by Mortgagor shall be deemed to constitute Mortgagee's approval of the purpose for which such cash collateral was expended.

SECTION 4

SECURITY AGREEMENT

4.1. Grant of Security.

This Mortgage shall, in addition to constituting a mortgage Lien as to those parts of the Mortgaged Property classified as real property (including fixtures to the extent they are real property), constitute a security agreement within the meaning of the Uniform Commercial Code as adopted by the State (the "Uniform Commercial Code") or within the meaning of the common law of the State with respect to those parts of the Mortgaged Property classified as personal property (including fixtures to the extent they are personal property). Mortgagor hereby grants Mortgagee for the benefit of the Lenders a security interest in and to those parts of the Mortgaged Property classified as personal property (including fixtures to the extent they are personal property) (the "Personal Property Collateral") to further secure the payment and performance of the Obligations. Mortgagee shall also have all rights granted to the Secured Party pursuant to the Security Agreement. The provisions set forth in the Security Agreement are hereby incorporated by reference into this Mortgage with the same effect as if set forth in full herein. In the event of a conflict between the provisions of this Section 4 and the Security Agreement, it is the intention of Mortgagor and Mortgagee that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of a conflict that cannot be resolved as aforesaid, the provisions of the Security Agreement shall control and govern and Mortgagor shall comply therewith.

4.2. Fixture Filing Financing Statements.

Portions of the Mortgaged Property are goods which are or are to become fixtures, and Mortgagor expressly covenants and agrees that, to the extent permitted by Applicable Laws, the filing of this Mortgage in the real property records of the county where the Premises is located shall operate, at the time of filing therein, as a financing statement filed as a fixture filing in accordance with the Uniform Commercial Code of the State. The address of Mortgagor (the debtor) and the address of Mortgagee (the secured party) appear in Exhibit C attached to this Mortgage. The legal name of the record owner of the Land appears in Exhibit A attached hereto. The organizational identification number of the Mortgagor is: 3388761. The Mortgagor hereby authorizes the Mortgagee to file any financing statements and terminations thereof, including amendments and modifications thereto, without the signature of the Mortgagor when permitted by Applicable Laws.

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SECTION 5

DEFAULTS AND REMEDIES

5.1. Events of Default.

If any Event of Default under the Credit Agreement (any such Event of Default being an "Event of Default" hereunder) shall occur and be continuing then, as provided in the Credit Agreement, the principal of and accrued interest on the Notes and all other Obligations may be declared or may become, due and payable, without presentment, demand, protest or other formalities of any kind, and this Mortgage and the Lien and security interest evidenced or created hereby shall be subject to foreclosure and may be foreclosed or the Mortgaged Property may be sold, in any manner provided for herein or provided for by law and Mortgagee may exercise any and all other remedies provided for by the Credit Documents and/or Applicable Laws.

5.2. Fixtures.

During the continuance of any Event of Default, Mortgagee may, to the extent permitted under Applicable Laws, elect to treat the fixtures included in the Mortgaged Property either as real property or as personal property, or both, and proceed to exercise such rights as apply thereto. With respect to any sale of real property included in the Mortgaged Property made pursuant to this Mortgage, Mortgagee may, to the extent permitted by Applicable Laws, include in such sale any personal property and fixtures included in the Mortgaged Property and relating to such real property.

5.3. Remedies.

- (A) Rights of Mortgagee; Rights of Entry; Rights of Sale. During the continuance of any Event of Default, in addition to all other powers, rights and remedies herein granted or by law or at equity conferred, Mortgagee, in its sole discretion and at its sole election and without further demand, may accelerate the maturity of the Obligations as set forth in the Credit Agreement and do any one or more of the following in any order or manner that Mortgagee elects, it being expressly understood that no remedy provided herein is intended to be exclusive of any other remedy provided herein or in any of the other Credit Documents, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing under Applicable Laws (including all rights and remedies provided under the applicable provisions of the laws of the State):

(1) To the extent permitted by Applicable Laws, Mortgagee may foreclose upon all or any portion of the Mortgaged Property, sell all or any portion of the Mortgaged Property or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, provided that Mortgagee may proceed as to both real and personal property in accordance with its rights and remedies as to real property as required by Applicable Laws, and no such sale shall affect any other rights which Mortgagee may have or enjoy at law or pursuant to this Mortgage,

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including, without limitation, the right to seek a personal or deficiency judgment against Mortgagor. Mortgagee may proceed to final judgment and execution for the entire unpaid balance of the Obligations, with interest at the rates stipulated in the Notes to the date of default, and thereafter both before and after the entry in favor of Mortgagee of judgment for the unpaid balance of the amounts due under the Notes or the Mortgage, at a rate equal to the lesser of the rate specified in Section 1.08(c)(ii) of the Credit Agreement and the highest rate permitted by Applicable Laws, together with all other sums due by Mortgagor for or on account of the Obligations, including all sums which may have been advanced by Mortgagee for taxes, water or sewer rent, charges or claims, payments on prior liens, insurance or construction of improvements or repairs to the Mortgaged Property (whether incurred before or after the entry judgment in favor of Mortgagee for the unpaid balance of the Obligations), all costs of suit, together with interest at said rate on any judgment obtained by Mortgagee from and after the date of any sheriff's sale until actual payment is made by the sheriff of the full amount due Mortgagee, and an attorney's commission for collection. And in addition, Mortgagee shall have all of the rights and remedies of a mortgagee under a mortgage granted, conferred or permitted by Applicable Laws, and shall, to the extent permitted by Applicable Laws, have the right and power, but not the obligation, to enter upon and take immediate possession of the Premises or any part thereof, without interference from Mortgagor, to exclude Mortgagor therefrom, to hold, use, operate, manage and control such real property, to make all such repairs, replacements, additions and improvements to the same as Mortgagee in its sole discretion deems necessary, and to demand, collect and retain the Rents as provided in Section 3 hereof.

(2) To the extent permitted by Applicable Laws, Mortgagee, with respect to any or all of the Mortgaged Property, in lieu of or in addition to exercising any other power, right or remedy herein granted or by law or equity conferred, may, without notice, demand or declaration of default, which are hereby waived by Mortgagor, and without regard to the solvency of Mortgagor and without regard to the then value of the Mortgaged Property, proceed by an action or actions in equity or at law, to the extent permitted by Applicable Laws, for the seizure and sale of the Mortgaged Property or any part thereof, for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power, right or remedy herein granted or by law or equity conferred, for the foreclosure or sale of the Mortgaged Property or any part thereof under the judgment or decree of any court of competent jurisdiction, for the appointment of a receiver (without any requirement to post a receiver's bond and without regard to the value of the Mortgaged Property or solvency of Mortgagor) or for the enforcement of any other appropriate equitable or legal remedy. Such receiver shall have the power to collect the Rents, issues, profits, earnings, and income from the Mortgaged Property and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. Such receiver may apply the net income from the Mortgaged Property as payment of the Obligations secured hereby in the manner and order set forth in the applicable Credit Documents. To the extent permitted by Applicable Laws, Mortgagor agrees that a receiver may be appointed without any notice to Mortgagor whatsoever and hereby waives notice.

(3) Mortgagee shall have all of the rights and remedies of an assignee and secured party granted by Applicable Laws, including the Uniform Commercial Code, and shall, to the extent permitted by Applicable Laws, have the right and power, but not the obligation, to take possession of the Personal Property Collateral, and for that purpose Mortgagee may enter

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upon any premises on which any or all of the Personal Property Collateral is located and take possession of and operate such Personal Property Collateral or remove the same therefrom. Mortgagee shall have the option of proceeding under the Uniform Commercial Code as to that portion of the Mortgaged Property constituting personal property or of proceeding as to the Mortgaged Property and without regard to the adequacy of Mortgagee's security for the Obligations, or any part or component thereof, including both the real and personal property, in accordance with Mortgagee's rights and remedies in respect of the real property. Mortgagee may require Mortgagor to assemble the Personal Property Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. To the extent permitted by Applicable Laws, the following presumptions shall exist and shall be deemed conclusive with regard to the exercise by Mortgagee of any of its remedies with respect to the Personal Property Collateral:

(a) If notice is required by Applicable Laws, ten (10) days' prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be reasonable notice to Mortgagor. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market at a readily determinable market price.

(b) Without in any way limiting the right and authority of Mortgagee to sell or otherwise dispose of Personal Property Collateral in a commercially reasonable manner, the following, or any of them, shall be considered commercially reasonable: (1) Mortgagee may hold a public sale of the Personal Property Collateral in New York, New York or in the city, town or county where the Personal Property Collateral is located or in the city, town or county where the Premises to which such Personal Property Collateral relates, if any, is located, after having provided Mortgagor with ten (10) days' notice of such sale; (2) the Personal Property Collateral may be sold for cash; and (3) Mortgagee or any other person owning, directly or indirectly, any interest in any of the Obligations may be a purchaser at such sale.

(c) If Mortgagee in good faith believes that the Securities Act of 1933 or any other Applicable Law prohibits or restricts the customary manner of sale or distribution of any of such property, Mortgagee may sell such property privately in a commercially reasonable manner or in any other commercially reasonable manner deemed advisable by Mortgagee at such price or prices as Mortgagee determines in the sole discretion of Mortgagee. Mortgagor recognizes that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by Mortgagee may result in a lower sales price than if the sale were otherwise held.

(4) Mortgagee may, subject to any mandatory requirements of Applicable Laws, sell or have sold the Mortgaged Property or interests therein or any part thereof at one or more sales, as an entirety or in separate parcels, at such place or places and otherwise in such manner and upon such notice as may be required by Applicable Laws or by this Mortgage, or, in the absence of any such requirement, as Mortgagee may deem appropriate. Mortgagee, as applicable, shall make a conveyance to the purchaser or purchasers thereof without, to the extent permitted by Applicable Laws, any warranties express or implied. Subject to Applicable Laws, Mortgagee may postpone the sale of such Mortgaged Property or interests therein or any part thereof by public announcement at the time and place of such sale, and from time to time

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thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of the Mortgaged Property or interests therein or any defective or irregular sale hereunder will not exhaust any of Mortgagee's rights to sell the Mortgaged Property hereunder, and sales may be made from time to time until all such property is sold without defect or irregularity or the Obligations are paid and performed in full. Mortgagee shall have the right to appoint one or more auctioneers or attorneys-in-fact to act in conducting the foreclosure sale and executing a deed to the purchaser. It shall not be necessary for any of the Mortgaged Property at any such sale to be physically present or constructively in the possession of Mortgagee and, subject to Applicable Laws, Mortgagor shall deliver all of the Mortgaged Property to the purchaser at such sale. If it should be impossible or impracticable to take actual delivery of the Mortgaged Property, then the title and right of possession to the Mortgaged Property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

(5) Mortgagee may, personally or by its agents or attorneys, take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Notes, in this Mortgage or in any of the other Credit Documents or in aid of the execution of any power herein or therein granted, or sale of the Mortgaged Property as herein permitted or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect.

(6) In the event Mortgagor shall fail to pay any amounts due and owing on account of the Obligations, Mortgagee, at its right and option, may institute an action or proceeding at law or in equity for the collection of any sums due and unpaid and may prosecute any such action or proceeding to judgment or final decree. Mortgagee may enforce any such judgment or final decree against Mortgagor as provided in this Mortgage and against any other obligee of the Obligations. Mortgagee may collect moneys adjudged or decreed to be payable to Mortgagee and shall be entitled to recover such judgment either before, after or during the pendency of any proceeding for the enforcement of the provisions of this Mortgage or any such guarantee. The right of Mortgagee to recover such judgment shall not be affected by any entry or sale, by the exercise of any other right, power or remedy provided by and for the enforcement of the provisions of this Mortgage or of the other Credit Documents or the foreclosure of the Lien hereof or security interest herein or sale of the Mortgaged Property hereunder. In case of insolvency or bankruptcy proceedings against Mortgagor or any reorganization or liquidation proceedings, Mortgagee shall be entitled to prove the whole amount of Obligations due and owing without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property.

(7) Any real estate sold pursuant to any writ of execution issued on a judgment obtained by virtue of the Notes or this Mortgage, or pursuant to any other judicial proceedings under this Mortgage, may be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect.

(B) Right to Purchase. Mortgagee, any Lender (or any other person owning, directly or indirectly, any interest in any of the Obligations) and their respective agents and attorneys shall have the right to become the purchaser at any sale made pursuant to the provisions of this

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Section 5 and shall have the right to credit upon the amount of the bid made therefor the amount payable to it out of the net proceeds of such sale. All other sales shall be, to the extent permitted by Applicable Laws, on a cash basis. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively establish the truth and accuracy of the matters therein stated, including without limitation nonpayment of the Obligations and advertisement and conduct of such sale in the manner provided herein or provided by law. Mortgagor does hereby ratify and confirm all legal acts that Mortgagee may do in carrying out the provisions of this Mortgage.

(C) Conveyance of Title Upon Sale. Any sale of the Mortgaged Property or any part thereof in accordance with the provisions of this Section will operate to divest all right, title, interest, claim and demand of Mortgagor in and to the property sold and will be a perpetual bar against Mortgagor. Nevertheless, if requested by Mortgagee so to do, Mortgagor shall join in the execution, acknowledgement and delivery of all proper conveyances, assignments and transfers of the property so sold. Subject to Applicable Laws, any purchaser at a foreclosure sale will receive immediate possession of the property purchased, and Mortgagor agrees that if Mortgagor retains possession of the property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be guilty of forcible detainer and will be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages to Mortgagor by reason thereof are hereby expressly waived by Mortgagor.

(D) Waiver of Rights and Defenses. Mortgagor acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights under Applicable Laws with respect to this Mortgage, the Obligations and the Mortgaged Property. After considering such advice and counsel, Mortgagor hereby (i) waives and relinquishes (to the maximum extent permitted by Applicable Laws) and (ii) agrees that Mortgagor shall not (subject to any mandatory requirements of Applicable Laws) at any time hereafter have or assert, any right under any Applicable Laws pertaining to: marshalling, whether of assets or Liens or security interests, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisal, valuation, stay, extension, redemption, statutory right of redemption, the maturing or declaring due of the whole or any part of the Obligations, notice of intention of such maturing or declaring due, other notice (whether of defaults, advances, the creation, existence, extension or renewal of any of the Obligations or otherwise, except for rights to notices expressly granted in the Credit Documents), subrogation, or abatement, suspension, deferment, diminution or reduction of any of the Obligations (including, without limitation, set-off), now or hereafter in force.

(E) Right to Subordinate. Mortgagee, at its option, is authorized to foreclose this Mortgage to sell the Mortgaged Property or any portion thereof, subject to the rights of any tenants of the Premises, and the failure to make any such tenants parties to any such foreclosure or sale proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the Obligations.

(F) Right to Preserve Obligations. Mortgagee shall, to the extent permitted by Applicable Laws, have the option to proceed with foreclosure or to sell all or any portion of the Mortgaged Property in satisfaction of any installment or part of the Obligations that has not been paid or performed without declaring the whole of the Obligations as immediately mature, and such foreclosure or sale may be made subject to the unmatured part of the Obligations, and it is

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agreed that such foreclosure or sale, if so made, shall not in any manner affect the unmatured part of the Obligations, but as to such unmatured part of the Obligations, this Mortgage and the other Credit Documents shall remain in full force and effect just as though no foreclosure or sale had been made. Several foreclosures or sales may be made without exhausting the right of foreclosure or any other right of sale hereunder for any unmatured part of the Obligations, it being the purpose to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power of foreclosure and any other right hereunder to sell the Mortgaged Property for any other part of the Obligations.

(G) No Waiver. No delay or omission of Mortgagee or any Lender to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such right or power or any such Event of Default or an acquiescence thereto. Every power and remedy provided by this Mortgage may be exercised, from time to time, as often as may be deemed expedient by Mortgagee or any Lender. Nothing in this Mortgage, the Notes or any of the other Credit Documents shall affect the obligation of Mortgagor to pay and perform the Obligations in the manner and at the time and place, respectively, expressed therein.

(H) Right to Discontinue Proceedings. If Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case Mortgagor and Mortgagee and each Lender shall be restored to their former positions and rights hereunder, and all rights, power and remedies of Mortgagee and each Lender shall continue as if no such proceedings had occurred or had been taken.

(I) Notices to Third Parties. Mortgagee shall have the right, but not the obligation, to notify tenants, franchisors, ground lessors, other lenders or any other third parties of any Event of Default or any exercise of remedies by Mortgagee hereunder, whether or not Mortgagee has agreed with any third party to provide such notice.

5.4. Costs and Expenses.

All reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, legal expenses, title premiums, title report and work charges, filing fees, general intangible taxes and mortgage, mortgage registration, transfer, stamp and other excise taxes) incurred by Mortgagee or any Lender in perfecting, protecting, or enforcing its rights hereunder, whether or not an Event of Default shall have occurred, shall be payable by Mortgagor within ten (10) days after written demand by Mortgagee and shall bear interest at the Agreed Rate from the date such cost or expense is incurred until the date of payment. All such costs, expenses and interest shall be part of the Obligations and shall be secured by this Mortgage.

5.5. Additional Rights of Mortgagee.

Mortgagee shall have the right, at its election, to exercise any and all other remedies in the Credit Agreement or in any of the Credit Documents or available at law or in equity.

5.6. Application of Proceeds.

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(A) The proceeds of any sale of the Mortgaged Property or any part thereof made pursuant to this Section 5 shall be applied as follows:

FIRST: to the payment of all costs and expenses incident to the enforcement of this Mortgage incurred in accordance with this Mortgage, including, a reasonable compensation to the agents and attorneys of Mortgagee;

SECOND: to the payment or prepayment of the Obligations, in such order as Mortgagee shall elect in its sole discretion; and

THIRD: the remainder, if any, after full and final payment of the Obligations shall be paid to Mortgagor or such other person or persons as may be entitled thereto by law;

provided, however, that if Applicable Laws require such proceeds to be paid or applied in a manner other than as set forth above in this Section, then such proceeds shall be paid or applied in accordance with such Applicable Laws.

(B) Upon any sale made hereunder, the receipt of Mortgagee will be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof will not, after paying such purchase money and receiving such receipt of Mortgagee, be obligated to see to the application thereof or be in any way answerable for any loss, misapplication or non-application thereof.

SECTION 6

TERMINATION

If all of the Obligations shall be paid in full pursuant to the terms and conditions of this Mortgage and the other Credit Documents, or if this Mortgage shall be released of record in accordance with the provisions of Section 8.13(b) of the Credit Agreement, then Mortgagee, shall, promptly, after the request of Mortgagor, execute, acknowledge and deliver to Mortgagor proper instruments evidencing the assignment, termination, reconveyance and release of this Mortgage. Mortgagor shall pay all reasonable legal fees and other expenses incurred by Mortgagee for preparing and reviewing such instruments and the execution and delivery thereof, and Mortgagee may require payment of the same prior to delivery of such instruments. Upon the receipt by Mortgagor of assignments, terminations or releases signed by Mortgagee and in recordable form and evidencing the assignment or termination of this Mortgage, Mortgagor shall promptly and at its own expense record or file such assignments, terminations or releases in each of the cities, towns, counties and parishes, as appropriate, in which portions of the Mortgaged Property may be located, in such a manner so as to effect an assignment or release of all of the Mortgaged Property of record. Upon the request of Mortgagee, Mortgagor shall promptly deliver to Mortgagee evidence reasonably satisfactory to Mortgagee of such recordation or filing. The obligations of Mortgagor under this Section shall survive the termination of this Mortgage.

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SECTION 7

MISCELLANEOUS COVENANTS AND AGREEMENTS

7.1. Cumulative Rights; Waivers; Modifications.

Each and every right, power and remedy hereby granted to Mortgagee or any Lender shall be cumulative and not exclusive, and each and every right, power and remedy whether specifically hereby granted or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee or such Lender, and the exercise of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Mortgagee or any Lender, as applicable, in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing. All changes to and modifications of this Mortgage must be in writing and signed by Mortgagor and Mortgagee.

7.2. Partial Releases.

No release from the Lien of this Mortgage of any part of the Mortgaged Property by Mortgagee shall in any way alter, vary or diminish the force or effect of this Mortgage on the balance of the Mortgaged Property or the priority of the Lien created by this Mortgage on the balance of the Mortgaged Property.

7.3. Severability.

In case any provision in or obligation under this Mortgage shall be invalid, illegal or unenforceable in any jurisdiction or under any set of circumstances, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction or under any other set of circumstances, shall not in any way be affected or impaired thereby. If any Lien or security interest evidenced or created by this Mortgage is invalid or unenforceable, in whole or in part, as to any part of the Obligations, or is invalid or unenforceable, in whole or in part, as to any part of the Mortgaged Property, such portion, if any, of the Obligations as is not secured by all of the Mortgaged Property hereunder shall be paid prior to the payment of the portion of the Obligations secured by all of the Mortgaged Property, and all payments made on the Obligations (including, without limitation, cash and/or property received in connection with sales of Mortgaged Property pursuant to Section 5 hereof) shall, unless prohibited by Applicable Laws or unless Mortgagee, in its sole and absolute discretion, otherwise elects, be deemed to have been first paid on and applied to payment in full of the unsecured or partially secured portion of the Obligations, and the remainder to the secured portion of the Obligations.

7.4. Subrogation.

This Mortgage is made with full substitution and subrogation of Mortgagee, as applicable, in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof. If any or all of the proceeds of the indebtedness secured hereby have been used to extinguish, extend or renew any indebtedness heretofore

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existing against all or any portion of the Mortgaged Property or to satisfy any indebtedness or obligation secured by a Lien or security interest of any kind (including Liens securing the payment of any taxes), such proceeds have been advanced by Mortgagee at Mortgagor's request and, to the extent of such funds so used, the indebtedness and obligations in this Mortgage shall be subrogated to and extend to all of the rights, claim, Liens, titles and interests heretofore existing against the Mortgaged Property (or such portion thereof) to secure the indebtedness or obligation so extinguished, paid, extended or renewed, and the former rights, claims, Liens, titles and interests, if any, shall not be waived but rather shall be continued in full force and effect and in favor of Mortgagee and shall be merged with the Lien created herein as cumulative security for the repayment of the indebtedness and satisfaction of the Obligations, but the terms of the Credit Documents shall govern and control the relationship between Mortgagor and Mortgagee.

7.5. Mortgagee's Powers.

Without affecting the liability of any other Person liable for the payment or performance of any of the Obligations and without affecting the Lien and security interest created by this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the Obligations, from time to time, regardless of consideration and without notice to or consent by the holder of any subordinate Lien, right, title or interest in or to the Mortgaged Property, Mortgagee may, (a) release any Persons liable, (b) extend the maturity or alter any of the terms of any such Obligation, (c) modify the interest rate payable on the principal balance of the Obligations, (d) grant other indulgences, (e) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (f) take or release any other or additional security for any obligations herein mentioned, or (g) make compositions or other arrangements with debtors in relation thereto.

7.6. Enforceability of Mortgage.

This Mortgage is deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, deed to secure debt, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof, as is appropriate under Applicable Laws. A carbon, photographic or other reproduction of this Mortgage or any financing statement in connection herewith shall be sufficient as a financing statement for any and all purposes.

7.7. Interest.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AMOUNT OF INTEREST REQUIRED HEREUNDER OR UNDER THE CREDIT AGREEMENT, THE NOTES OR ANY OF THE OTHER CREDIT DOCUMENTS SHALL BE LIMITED TO THE MAXIMUM AMOUNT IN ACCORDANCE WITH SECTION 13.21 OF THE CREDIT AGREEMENT. ONE OF THE PURPOSES OF THIS PARAGRAPH IS TO PROVIDE RECORD NOTICE OF THE RIGHT OF MORTGAGEE TO INCREASE OR DECREASE THE INTEREST RATE ON ANY OF THE OBLIGATIONS IN ACCORDANCE WITH THE TERMS OF THE CREDIT AGREEMENT WHERE THE TERMS AND

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PROVISIONS OF THE CREDIT AGREEMENT PROVIDE FOR A VARIABLE INTEREST RATE.

7.8. Counterparts.

This Mortgage and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed and acknowledged in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature and acknowledgement pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature and acknowledgement pages are physically attached to the same document.

7.9. Recording References.

Unless otherwise specified in Exhibit A hereto, all recording references in Exhibit A are to the official real property records of the city, town, county or parish, as appropriate, in which the Land is located.

7.10. Notices.

All notices, requests and demands to be made hereunder shall be made in accordance with Section 13.03 of the Credit Agreement. For the purposes hereof, the address of Mortgagee shall be as set forth on the signature page hereof or such other address as shall be designated by Mortgagee in a written notice delivered to Mortgagor.

7.11. Successors and Assigns.

This Mortgage shall be binding upon Mortgagor and its successors and assigns, including successors in interest of Mortgagor in and to any part of the Mortgaged Property, and all references in this Mortgage to Mortgagor shall be deemed to include all of the foregoing Persons and shall inure to the benefit of Mortgagee and its successors and assigns.

7.12. Expenses.

The provisions set forth in Section 13.01 of the Credit Agreement are incorporated herein by this reference and shall apply with the same force and effect as if the terms of such section was set forth herein in full.

7.13. Purpose of the Loans.

Mortgagor hereby represents and agrees that the Loans and Letters of Credit made or issued pursuant to the Credit Documents and secured by this Mortgage are being obtained for business or commercial purposes, and the proceeds thereof will not be used for personal, family, residential, household or agricultural purposes.

7.14. Amendments and Waivers.

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No amendment, modification, termination or waiver of any provision of this Mortgage or consent to any departure by Mortgagor therefrom, shall in any event be effective without the written concurrence of Mortgagee. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar or other circumstances.

7.15. Covenants and Agreements Run with Land.

All of Mortgagor's covenants and agreements hereunder shall run with the land.

7.16. Statements by Mortgagor.

Mortgagor shall, within ten (10) Business Days after written notice thereof from Mortgagee, deliver to Mortgagee a written statement stating the unpaid principal of and interest on the Notes and, to its knowledge, the amounts of any other Obligations secured by this Mortgage and stating, to its knowledge, whether any offset or defense exists against such principal, interest or other amounts. To inform Mortgagee that the withholding of tax will not be required under the Code in the event of the disposition of the Premises, or any portion thereof, Mortgagor covenants and agrees to execute upon demand, such certificates, as Mortgagee shall reasonably require. The covenant set forth herein shall survive the foreclosure of the Lien of this Mortgage or acceptance of a deed in lieu thereof.

7.17. Non-Waiver.

(A) Certain Actions Not a Release of Borrower or Mortgagor. Neither Borrower, the Co-Borrower, Mortgagor nor any other Subsidiary Guarantor shall be relieved of their respective obligations to pay and perform the Obligations at the time and in the manner provided in the Credit Agreement and the other Credit Documents by reason of, and the rights of Mortgagee and Lenders hereunder shall not be affected by, (i) any failure of Mortgagee or any Lender to comply with any request of Borrower, the Co-Borrower, Mortgagor or any other Subsidiary Guarantor to take any action to foreclose this Mortgage or otherwise enforce any of the provisions of the Credit Agreement or any other Credit Document, (ii) any release, regardless of consideration, of the whole or any part of the Mortgaged Property or any other security for the Obligations, (iii) any alteration, extension, renewal, change, modification, release, amendment, compromise or cancellation, in whole or in part, of any term, covenant or provision of any of the Credit Documents, including any increase or decrease in the principal amount of the Obligations or any increase or decrease in the rate of interest applicable thereto or any extension of time for payment thereof, or (iv) any agreement or stipulation between Mortgagee and any subsequent owner or owners of the Mortgaged Property or other Person extending the time of payment or otherwise modifying or supplementing the terms of this Mortgage, the Credit Agreement or any other Credit Document, without first having obtained the consent of Borrower, the Co-Borrower, Mortgagor and any other Subsidiary Guarantor, and Borrower, the Co-Borrower, Mortgagor and any other Subsidiary Guarantor, as applicable, shall continue to be obligated to pay and perform the Obligations at the time and in the manner provided in the Credit Agreement and the other Credit Documents, as so extended, modified and supplemented, unless expressly released and discharged from such obligation by Mortgagee in writing.

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(B) Priority Over Subordinate Liens. Without affecting the liability of any other Person liable for the payment and performance of the Obligations and without affecting the Lien and security interest of this Mortgage or of any other Credit Document upon any portion of the Mortgaged Property not then or theretofore released as security for the payment and performance in full of all of the Obligations, from time to time, regardless of consideration and without notice to or consent by the holder of any subordinate Lien, encumbrance, right, title or interest in or to the Mortgaged Property, Mortgagee may (i) release any persons liable for the payment or performance of the Obligations, (ii) extend the maturity or alter any of the terms of any of the Obligations as provided in the Credit Documents, (iii) modify the interest rate payable on the Obligations as provided in the Credit Documents, (iv) grant other indulgences, (v) release or reconvey, or cause to be released or reconveyed at any time, at Mortgagee's option any parcel, portion or part of the Mortgaged Property, (vi) take or release any other or additional security for the Obligations herein mentioned, (vii) make compositions or other arrangements with debtors in relation thereto.

7.18. Survival of Obligations.

This Mortgage shall continue to secure all of the Obligations until all of the Obligations are paid in full or until this Mortgage has been released of record by Mortgagee pursuant to the terms of the Credit Agreement or any of the other Credit Documents.

7.19. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.

(A) THIS MORTGAGE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT AS SET FORTH BELOW. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT: (i) THE LAW OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS SITUATED (THE "SITUS STATE") GOVERNS PROCEDURES FOR ENFORCING, IN THE SITUS STATE, PROVISIONAL REMEDIES DIRECTLY RELATED TO SUCH MORTGAGED PROPERTY, INCLUDING, WITHOUT LIMITATION, APPOINTMENT OF A RECEIVER; AND (ii) THE LAW OF THE SITUS STATE ALSO APPLIES TO THE EXTENT, BUT ONLY TO THE EXTENT, NECESSARY TO CREATE, TO PERFECT, AND TO FORECLOSE THE LIENS CREATED BY THIS MORTGAGE, BUT DOES NOT APPLY TO ANY OBLIGATION SECURED HEREBY; THOSE OBLIGATIONS ARE GOVERNED BY NEW YORK LAW. IN FURTHERANCE OF THE FOREGOING, THE PARTIES STIPULATE AND AGREE THAT THE ADMINISTRATIVE AGENT AND THE LENDERS MAY ENFORCE IN ACCORDANCE WITH NEW YORK LAW ANY OR ALL OF ITS OR THEIR RIGHTS TO SUE MORTGAGOR TO COLLECT ANY INDEBTEDNESS OR OTHER OBLIGATION, AND TO OBTAIN A DEFICIENCY JUDGMENT AGAINST MORTGAGOR IN THE SITUS STATE, NEW YORK, OR ELSEWHERE, BEFORE OR AFTER FORECLOSURE, AND IF THE ADMINISTRATIVE AGENT OR THE LENDERS OBTAIN A DEFICIENCY JUDGMENT OUTSIDE THE SITUS STATE, IT OR THEY MAY ENFORCE THAT JUDGMENT IN THE SITUS STATE, AS WELL AS IN OTHER STATES.

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS MORTGAGE MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR

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OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS MORTGAGE, MORTGAGOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. MORTGAGOR HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER IT, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS MORTGAGE BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER IT. MORTGAGOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO MORTGAGOR AT ITS ADDRESS SET FORTH OPPOSITE ITS SIGNATURE BELOW, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. MORTGAGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER LENDER, TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST MORTGAGOR IN ANY OTHER JURISDICTION.

(B) MORTGAGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS MORTGAGE BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (A) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(C) EACH OF MORTGAGOR, THE ADMINISTRATIVE AGENT AND THE OTHER LENDERS HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MORTGAGE.

7.20. Addendum.

The term and condition set forth in the Addendum attached hereto are made a part hereof and are incorporated herein by this reference.

[Addendum Follows]

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ADDENDUM

1. The following paragraph is added just prior to the paragraph beginning "TO HAVE AND TO HOLD the Mortgaged Property" appearing on page 5 of the Mortgage:

"AND without limiting any of the other provisions of this Mortgage, the Mortgagor expressly grants to the Mortgagee, as secured party, a security interest in the portion of the Mortgaged Property which is or may be subject to the Illinois Uniform Commercial Code - Secured Transactions Illinois Compiled Statutes Chapter 810, Section 5/9-101 et seq. (the "Illinois Uniform Commercial Code") provisions applicable to secured transactions to secure the Obligations, and the Mortgagee shall have, in addition to all rights and remedies provided herein, and in any other agreements made by the Mortgagor to the Mortgagee, all of the rights and remedies of a "secured party" under said Illinois Uniform Commercial Code; it being understood and agreed that the Improvements and Equipment constituting fixtures are part and parcel of the Mortgaged Property appropriated to the use thereof and, while affixed or annexed to the Land or the buildings and structures thereon, shall for the purposes of this Mortgage be deemed conclusively to be real estate and transferred and conveyed hereby; and the Mortgagor agrees to execute and deliver from time to time, such further instruments (including security agreements) as may be reasonably requested by the Mortgagee to confirm the lien of this Mortgage on any Improvements."

2. The following five new sections are added after Section 2.11:

"2.12 Type of Property. The Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in the Illinois Mortgage Foreclosure Law, Illinois Compiled Statutes Chapter 735, Section 5/15-1101 et seq., herein the "Act"), or residential real estate (as defined in the Act). Mortgagor waives its rights of redemption pursuant to the Act.

2.13 Business Law. The Mortgagor stipulates, represents, warrants, affirms, and agrees that the Obligations secured by this Mortgage constitute "Business loans" within the meaning of Sections 205/4(a) or (c) of Chapter 815 of the Illinois Compiled Statutes, as amended.

2.14 No Property Manager's Lien. Any property management agreement for or relating to all or any part of the Mortgaged Property entered into hereafter by the Mortgagor or on behalf of the Mortgagor, shall contain a subordination provision whereby the property manager forever and unconditionally subordinates to the Lien of this Mortgage and the other Security Documents any and all mechanic's lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law, including, without limitation, Illinois Compiled Statutes, Chapter 770, Section 60/1. Such property management agreement or a short form thereof, including such subordination, shall, at the Mortgagee's request, be recorded with the office of the recorder of deeds for the county in which the Mortgaged Property is located. The Mortgagor's failure to cause any of the foregoing to occur shall constitute a default under this Mortgage.

2.15 Maturity Date. The last stated maturity date of the Obligations secured hereby is on or before December 12, 2004.

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3. The following is added as a new SECTION 8:

“SECTION 8

STATE-SPECIFIC PROVISIONS

8.01 Compliance with Illinois Mortgage Foreclosure Law.

a. **Benefits to Act.** Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101) (the "Act"), including all amendments thereto which may become effective from time to time after the date hereof. If any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

b. **Insurance.** Wherever provision is made in the Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale.

c. **Protective Advances.** All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

(i) all advances by Mortgagee in accordance with the terms of the Mortgage to: (1) preserve or maintain, repair, restore or rebuild the improvements upon the mortgaged real estate; (2) preserve the lien of the Mortgage or the priority thereof; or (3) enforce the Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

(ii) payments by Mortgagee of: (1) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (2) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Premises or any part thereof; (3) other obligations authorized by the Mortgage; or (4) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

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

(iv) attorneys' fees and other costs incurred: (1) in connection with the foreclosure of the Mortgage as referred to in Sections 1504 (d)(2) and 5/15-1510 of the Act; (2) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of the Mortgage or arising from the interest of the Mortgagee hereunder; or (3) in the preparation for the commencement or defence of any such foreclosure or other action related to the Mortgage or the mortgaged real estate;

(v) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the Act;

(vi) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 5/15-1512 of the Act;

(vii) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (1) if the Premises or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof which are required to be paid; (2) if Mortgagor's interest in the Premises is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (3) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Mortgagee takes possession of the Premises imposed by Subsection (c)(1) of Section 5/15-1704 of the Act; (4) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (5) payments required or deemed by Mortgagee to be for the benefit of the Premises or required to be made by the owner of the mortgaged real estate under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Premises; (6) shared or common expense assessments payable to any association or corporation in which the owner of the Premises is a member in any way affecting the Premises; (7) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (8) pursuant to any lease or other agreement for occupancy of the Premises for amounts required to be paid by mortgagor; and (9) if the Mortgage is insured, payments of FHA or private mortgage insurance required to keep insurance in force.

All Protective Advances shall be so much additional indebtedness secured by the Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate due and payable after a default under the terms of the Note.

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The Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded pursuant to Subsection (b)(1) of Section 5/15-1302 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(i) determination of the amount of indebtedness secured by the Mortgage at any time;

(ii) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) if right of redemption has not been waived by the Mortgagor in the Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5/15-1603 of the Act;

(iv) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

(v) application of income in the hands of any receiver or Mortgagee in possession; and

(vi) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

d. **Mortgagee in Possession.** In addition to any provision of the Mortgage authorizing the Mortgagee to take or be placed in possession of the Premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Act, to be placed in possession of the Premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in the Mortgage, all powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1703 of the Act.

e. **Waiver of Redemption.** Mortgagor acknowledges that the Premises does not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Act or residential real estate as defined in Section 5/15-1219 of the Act. Pursuant to Section 5/15-1601 (b) of the Act, Mortgagee hereby waives any and all right to redemption.

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8.02 Maximum Principal Amount. This Mortgage shall secure the payment of any amounts advanced from time to time under the Credit Documents, or under other documents stating that such advances are secured hereby. This Mortgage also secures any and all future obligations and Indebtedness arising under or in connection with this Mortgage, which future obligations and Indebtedness shall have the same priority as if all such future obligations and Indebtedness were made on the date of execution hereof. Nothing in this Section or in any other provision of this Mortgage shall be deemed an obligation on the part of Mortgagee to make any future advances of any sort. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage shall secure (in addition to any loans proceeds disbursed from time to time) the payment of any and all expenses and advances due to or incurred by Mortgagee in connection with the Obligations to be secured hereby and which are to be reimbursed by Mortgagor under the terms of this Mortgage; provided, however, that in no event shall the Obligations plus such amounts exceed \$700,000,000.

8.03 Collateral Protection Act. Pursuant to the requirements of the Illinois Collateral Protection Act, Mortgagor is hereby notified as follows:

Unless the Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage, the Credit Agreement or any of the other Credit Documents, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Mortgaged Property or any other collateral for the Obligations. This insurance may, but need not protect Mortgagor's interests. The coverage Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property or any other collateral for the Obligations. Mortgagor may later cancel any insurance purchased by Mortgagee but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by the Mortgage, the Credit Agreement or any of the other Credit Documents. If Mortgagee purchases insurance for the Mortgaged Property or any other collateral for the Obligations, Mortgagor will be responsible for the costs of that insurance, including interest in any other charges that Mortgagee may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

8.04 Revolving Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Credit Documents but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within 20 years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. This Mortgage secures, among other indebtedness, a "revolving credit" arrangement within the meaning of 815 ILCS 205/4.1 and 205 ILCS 5/5d. The total amount of Obligations secured hereby may increase or decrease from time to time, but the total unpaid

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balance of Obligations secured hereby plus interest thereon and any disbursements which the Mortgagee may make under this Mortgage or any of the other Credit Documents with respect hereto (e.g., for payment of taxes, special assessments or insurance on the real estate) and interest on such disbursements shall not, at any one time outstanding, exceed the maximum secured as provided in Section 8.02 hereof. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

[Signature Page Follows]

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21439780

IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly executed and delivered.

Mortgagor:

TRIZECHAHN 550 W. WASHINGTON LLC,
a Delaware limited liability company

By: [Signature]
Name: Jeff Eght
Its: Vice President

[SEAL]

Notice Address for Mortgagor:

C/o Trizec Properties, Inc.
133 South Wacker Drive, Suite 4600
Chicago, Illinois 60606
Attention: Jeffery Eght
Fax: (312) 466-0185
Telephone: (312) 382-7626

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ACKNOWLEDGEMENT

MORTGAGOR

21439790

STATE OF Illinois)
COUNTY OF Cook)

On this, the 17 day of December 2002, before me, a Notary Public in and for the
aforementioned State, personally appeared Jeff Edt, known to me (or
satisfactorily proven) to be the Vice President of TRIZECHAHN 550 W.
WASHINGTON LLC, and acknowledged that he as such officer executed the foregoing
instrument for the purposes therein contained by signing his name as such officer.

In witness whereof, I hereunto set my hand and official seal.

Kathy Wilson
Notary Public

My Commission Expires:

1/11/03

"OFFICIAL SEAL"
KATHY WILSON
Notary Public, State of Illinois
My Commission Expires 1/11/03

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EXHIBIT A

21439790

LEGAL DESCRIPTION OF LAND

That certain real property located in the County of Cook, State of Illinois, as more particularly described on the following page(s).

The Name of the Record Owner of the Land is TrizecHahn 550 W. Washington, LLC, a Delaware limited liability company.

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Parcel 1:

The North 40 feet of the South 50 feet of Lot 2 in the Subdivision of Lots 1, 4, 5 and 8 (except the South 50 feet of Lot 8) in Block 46 in the Original Town of Chicago, in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Sub-lots 2, 3, 4 and 5 in the Subdivision of Lot 9 in Block 46 in Canal Trustee's Subdivision in Block 46 in the Original Town of Chicago, in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The South 50 feet of Lot 8 in Block 46 in Block 46 in the Original Town of Chicago, in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

The South 10 feet of Sub-Lot 2 in the Subdivision of Lots 1, 4, 5 and 8 (except the South 50 feet of Lot 8) in Block 46 in the Original Town of Chicago, in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

Lot 1 in the Subdivision of Lot 9 in Block 46 in Canal Trustee's Subdivision in Block 46 in the Original Town of Chicago, in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

550 West Washington
Chicago, IL

17-09-332-016

17-09-332-017

17-09-332-018

17-09-332-019

17-09-332-020

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EXHIBIT B

DESCRIPTION OF ADDITIONAL MORTGAGED PROPERTY

All of Mortgagor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Mortgagor now has or hereafter acquires an interest and located on or used in connection with the Premises:

1. all machinery, apparatus, equipment, fittings, fixtures, furniture, furnishings and articles of personal property of every kind and nature whatsoever owned or leased now or in the future by Mortgagor, which are either located upon the Premises, or any part thereof, or used in connection with the present use, maintenance, operation or occupancy of the Improvements or any other future occupancy or use of the Improvements, (including all heating, lighting, laundry, refrigerating, loading, unloading, landscaping, garage and power equipment and supplies, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, dollies, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, freezers, refrigerators, cabinets, dressers, cooking utensils, dishes, silverware, kitchen appliances and restaurant equipment and supplies, computers, computer systems, software, cash registers, card keys, telephone switchboards, partitions, ducts and compressors, carpets, rugs, stationery, tables, desks, chairs, sofas, bureaus, dressers, benches, window curtains, telephones, telephone systems, televisions, radios, lamps, mirrors, paintings, wall hangings, decorations, clothes hangers, bathroom fixtures, shower curtains, towels, medicine cabinets, and cleaning equipment and supplies, and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto and all of Mortgagor's present and future "goods", "equipment" and "fixtures" (as such terms are defined in the Uniform Commercial Code) and other personal property, including without limitation any such personal property and fixtures which are leased, and all repairs, attachments, betterments, renewals, replacements, substitutions and accessions thereof and thereto) (all of the foregoing being referred to herein, collectively, as the "Equipment");

2. all supplies and materials in which Mortgagor has an interest arising in conjunction with Mortgagor's ownership or operation of the Premises, including any supplies or materials intended for incorporation or installation in the Improvements, prior to the time the same are so incorporated or installed, including building materials and components (all of the foregoing being referred to herein, collectively, as the "Materials");

3. all right, title and interest of Mortgagor in and to all buildings, structures, fixtures, tenant improvements and other improvements of every kind and description now or hereafter located in or on the Premises, including all Materials, water, sanitary and storm sewers, drainage, electricity, steam, gas, telephone and other utility facilities, parking areas, roads, driveways, walks and other site improvements; and all additions and betterments thereto and all renewals, substitutions and replacements thereof, owned or to be owned by Mortgagor or in which Mortgagor has or shall acquire an interest, to the extent of Mortgagor's interest therein (all of the foregoing being referred to herein, collectively, as the "Improvements");

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4. at such times and to the extent the granting of a security interest therein is permitted by Applicable Laws, all approvals, authorizations, building permits, certifications, entitlements, exemptions, franchises, licenses, orders, variances, plat plan approvals, environmental approvals (including, without limitation, an environmental impact statement or report if required under Applicable Laws), air pollution authorities to construct and permits to operate, sewer and waste discharge permits, national pollutant discharge elimination system permits, water permits, zoning and land use entitlements and all other permits, whether now existing or hereafter issued to or obtained by or on behalf of Mortgagor, that relate to or concern in any way the Premises and are given or issued by any governmental or quasi-governmental authority, whether now existing or hereafter created (as the same may be amended, modified, renewed or extended from time to time, and including all substitutions and replacements therefor) (collectively, the "Permits");

5. all abstracts of title, plans, specifications, operating manuals, computer programs, computer data, maps, surveys, studies, reports, appraisals, architectural, engineering and construction drawings and contracts, or whatever kind or character, whether now or hereafter existing, relating to the Premises (all of the foregoing being referred to herein as the "Specifications");

6. all right, title and interest now owned or hereafter acquired by Mortgagor in and to all options and rights of first refusal to purchase or lease the Premises or any portion thereof or interest therein, and in and to any greater estate in the Premises (all of the foregoing being referred to herein as the "Options");

7. all the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Premises, and to commence any action or proceeding to protect the interest of Mortgagor in the Premises (collectively, the "Proceeding Rights");

8. all of Mortgagor's right and power to encumber further the Premises or any part thereof (the "Encumbrance Rights");

9. all rights, titles, interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Premises or in and to any greater estate in the Premises or in and to any greater estate in the Premises (the "Greater Estate Rights");

10. all prepaid rent and security deposits and all other security which the lessor under any ground lease may hold now or later for the performance of Mortgagor's obligations as the lessee under such ground lease ("Security Deposits");

11. all insurance policies and the proceeds thereof, now or hereafter in effect with respect to the Premises including, without limitation, any and all title insurance proceeds, and all unearned premiums and premium refunds, accrued, accruing or to accrue under such insurance policies, and all awards made for any taking of or damage to all or any part of the Premises by eminent domain, or by any purchase in lieu thereof, and all awards resulting from a change of grade of streets or for severance damages, and all other proceeds of the conversion,

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voluntary or involuntary, of the Premises into cash or other liquidated claims, and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all subsequent owners of the Premises or any part thereof for any injury to or decrease in the value thereof for any reason (collectively, the "Insurance/Condemnation Proceeds");

12. all right, title and interest of Mortgagor as landlord in and to all leaseholds and all leases, subleases, licenses, concessions, franchises or other agreements relating to the use or occupancy of the Premises or any part thereof whether now or hereafter existing or entered into, (including any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Premises and all amendments, modifications, supplements, extensions or renewals thereof, and all guaranties thereof or of leasing commissions, whether now or hereafter existing and all amendments, modifications, supplements, extensions or renewals thereof, (all of the foregoing being collectively referred to as the "Leases"), and all rents, issues, profits, royalties (including all oil and gas or other hydrocarbon substances, earnings, receipts, revenues, accounts, accounts receivable, security deposits and other deposits (subject to the prior right of the tenants making such deposits) and income, including, without limitation, fixed, additional and percentage rents, occupancy and room charges, operating expense reimbursements, reimbursements for increases in taxes, sums paid by tenants to Mortgagor to reimburse Mortgagor for amounts originally paid or to be paid by Mortgagor or Mortgagor's agents or affiliates for which such tenants were liable, as, for example, tenant improvements costs in excess of any work letter, lease takeover costs, moving expenses and tax and operating expense pass-throughs for which a tenant is solely liable, parking, maintenance, common area, tax, insurance, utility and service charges and contributions, proceeds of sale of electricity, gas, heating, air-conditioning and other utilities and services, deficiency rents and liquidated damages, and other benefits now or hereafter derived from any portion of any Property or the use or occupancy thereof (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupants of any portion of any Property and all claims as a creditor in connection with any of the foregoing) and all cash or security deposits, advance rentals, and all deposits or payments of a similar nature relating thereto, now or hereafter, including during any period of redemption, derived from the Premises and all proceeds from the cancellation, surrender, sale or other disposition of the Leases (all of the foregoing being referred to collectively, as the "Rents") and the right to receive and apply the Rents to the payment of the Obligations, subject to the right hereinafter given to Mortgagor to collect the Rents and subject to the terms and provisions of that certain Assignment of Rents and Leases dated as of the date hereof, by Mortgagor, as assignor for the benefit of Mortgagee and Secured Party, as assignee (the "Assignment of Rents");

13. the right to enforce, whether at law or in equity or by any other means, all terms, covenants and provisions of the Leases (collectively, the "Lease Provisions");

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14. all impounds paid by Mortgagor pursuant to the provisions of the Mortgage and all refunds or rebates of real and personal property taxes or charges in lieu of taxes, heretofore or now or hereafter assessed or levied against the Premises, including interest thereon, and the right to receive the same, whether such refunds or rebates relate to fiscal periods before or during the term hereof (collectively, the "Refunds");

15. all accounts, contract rights, chattel paper, documents, instruments, general intangibles (other than Intellectual Property) and other rights and obligations of any kind arising from the operation of the Improvements (including the use or occupancy thereof) or any other facility on the Premises and all rights in, to and under all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations (any and all such accounts, contract rights, chattel paper, documents, instruments, general intangibles and other obligations, being the "Accounts"), and any and all such security agreements, leases and other contracts being the "Related Contracts";

16. all franchise agreements, management agreements, agreements for the acquisition of the Premises and license agreements, in each case relating to the Premises, as each such agreement may be amended, restated, supplemented, replaced or otherwise modified from time to time (said agreements, as so amended, restated, supplemented, replaced or otherwise modified, being referred to herein individually as an "Assigned Agreement" and collectively as the "Assigned Agreements"), including without limitation (i) all rights of Mortgagor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (ii) all rights of Mortgagor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of Mortgagor for damages arising out of any breach of or default under the Assigned Agreements, and (iv) all rights of Mortgagor to terminate, amend, supplement, modify or exercise rights or options under the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

17. all cash, money, currency, and all demand, time, savings, passbook or like accounts with a bank, savings and loan association, credit union or like organization, including, without limitation, all of the following (the "Deposit Account Collateral"):

17.1. all Deposit Accounts and post office boxes, mail stops or like mechanisms for the receipt of Accounts (collectively, the "Local Deposit Accounts"), all funds held therein, and proceeds thereof, and all certificates and instruments, if any, from time to time representing or evidencing such funds or Local Deposit Accounts;

17.2. all notes, certificates of deposit and other instruments from time to time hereafter delivered to or otherwise possessed by Mortgagee for and on behalf of Mortgagor in substitution for or in addition to any of the then existing Deposit Account Collateral;

17.3. all investments from time to time credited to any Deposit Account and all certificates and instruments, if any, from time to time representing or evidencing such investments; and

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17.4. all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any and all of the then existing Deposit Account Collateral;

18. to the extent not otherwise included in any other paragraph hereof, all other general intangibles (including without limitation tax refunds, rights to payment or performance, choses in action and judgments taken on any rights or claims included in the Premises) arising from the operation of any Improvements (including the use or occupancy thereof) or any other facility on the Premises (the "General Intangibles");

19. all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to the Premises or are otherwise necessary or helpful in the collection thereof or realization thereupon (collectively, the "Records"); and

20. all proceeds, products, rents and profits of or from any and all of the foregoing property and, to the extent not otherwise included, all payments under insurance (whether or not Mortgagee is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing property. For purposes hereof, the term "proceeds" includes whatever is receivable or received when property or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary;

* * *

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EXHIBIT C

UCC INFORMATION

Debtor:

TrizecHahn 550 W. Washington LLC

Notice Address:

c/o Trizec Properties, Inc.
233 South Wacker Drive, Suite 4600
Chicago, Illinois 60606

Principal Place of Business:

c/o Trizec Properties, Inc.
233 South Wacker Drive, Suite 4600
Chicago, Illinois 60606

Organizational Identification Number: 3388761

Secured Party:

Deutsche Bank Trust Company Americas, as Administrative Agent
C/o Deutsche Bank Securities Inc.
200 Crescent Court, Suite 550
Dallas, Texas 75201
Attn: Ann Ramsey
Tel: (214) 740-7905
Fax: (214) 740-7910

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