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GENTEK BUILDING PRODUCTS, INC.  
(formerly known as NACLA Acquisition Corporation),

Mortgagor,

to

THE BANK OF NOVA SCOTIA, as Agent,

Mortgagee

LEASEHOLD MORTGAGE  
(and Security Agreement)

Dated as of December 19, 1994

This instrument affects real and personal property  
located in Cook County,  
State of Illinois.

Record and return to:

Mayer, Brown & Platt  
787 Seventh Avenue  
New York, New York 10019  
Attention: Kerri Appel Siegel, Esq.

This instrument was prepared by the above-named attorney.

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BOX 333-CTI

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## LEASEHOLD MORTGAGE (and Security Agreement)

LEASEHOLD MORTGAGE (and Security Agreement), dated as of December 19, 1994 (this "Mortgage"), made by GENTEK BUILDING PRODUCTS, INC. (formerly known as NACLA Acquisition Corporation), a Delaware corporation (the "Mortgagor"), having an address at 280 North Park Avenue, Warren, Ohio 44481, to THE BANK OF NOVA SCOTIA, having an address at 600 Peachtree Street, N.E., Atlanta, Georgia 30308, as agent for certain financial institutions (collectively, the "Lenders") which are, or may from time to time hereafter become, parties to the Credit Agreement, as hereinafter defined (herein together with its successors and assigns from time to time acting as agent under such Credit Agreement, the "Mortgagee").

### W I T N E S S E T H T H A T:

WHEREAS, pursuant to the Encumbered Lease (as hereinafter defined) the Mortgagor is on the date of delivery hereof the holder of a leasehold estate in the parcel or parcels of land described in Schedule 1 hereto (the "Land") and of the Improvements (such term and other capitalized terms used in this Mortgage having the respective meanings specified or referred to in Article IV);

WHEREAS, pursuant and subject to the terms, conditions and provisions of a Credit Agreement, dated as of December 19, 1994 (together with all amendments, restatements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Mortgagor, the Lenders and the Mortgagee, the Lenders have agreed to extend Term-A Loans, Term-B Loans and Revolving Loans to the Mortgagor, and each Issuer has agreed to issue Letters of Credit for the benefit of the Mortgagor, (the Term-A Loans, the Term-B Loans, the Revolving Loans and the Letters of Credit are hereinafter referred to collectively as the "Loans"), which Loans may have an aggregate maximum principal amount at any one time outstanding of Eighty Five Million Five Hundred Thousand Dollars (\$85,500,000.00);

WHEREAS, to evidence the Loans, Mortgagor has executed and delivered to the Lenders (i) Term-A Notes in the aggregate original principal amount of Ten Million Dollars (\$10,000,000) (such notes, collectively, the "Term-A Note"), (ii) Term-B Notes in the aggregate original principal amount of Twenty Million Dollars (\$20,000,000) (such notes, collectively, the "Term-B Note") and (iii) Revolving Notes in the aggregate original principal amount of Fifty Five Million Five Hundred Thousand Dollars (\$55,500,000) (such notes, collectively, the "Revolving Note"; the Term-A Note, Term-B Note and Revolving Note, together with any and all amendments, modifications or

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supplements thereto, extensions thereof and notes which may be taken in whole or partial replacement, renewal, substitution or extension thereof, are hereinafter referred to collectively as the "Notes" and individually as a "Note";

WHEREAS, the Loans bear interest as set forth in the Credit Agreement at a rate which varies from time to time in accordance with a formula set forth in the Credit Agreement;

WHEREAS, as a condition precedent to funding the initial Credit Extensions under the Credit Agreement, the Mortgagor is required to execute and deliver this Mortgage for the benefit of the Mortgagee to secure the payment and performance of the Obligations; and

WHEREAS, the Mortgagor has duly authorized the execution, delivery and performance of this Mortgage.

## G R A N T:

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants herein contained, and in order to induce the Lenders and the Issuers to make the Loans to the Mortgagor pursuant to the Credit Agreement, and in order to secure the full, timely and proper payment and performance of and compliance with each and every one of the Obligations, up to a maximum aggregate amount not to exceed \$171,000,000, the Mortgagor hereby irrevocably grants, bargains, sells, mortgages, warrants, aliens, demises, releases, hypothecates, pledges, assigns, transfers and conveys to the Mortgagee and its successors and assigns, forever, all of its right, title and interest in and to the following (the "Collateral"): 0A080633

(a) Real Estate. The leasehold estate in the Land created by the Encumbered Lease and all right, option and other benefits inuring to the lessee under the Encumbered Lease, and all of the Land and all additional lands and estates therein now owned or hereafter acquired by the Mortgagor for use or development with the Land or any portion thereof, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise pertaining to the Land and such additional lands and estates therein (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, riparian rights, water, water rights, water stock, all rights in, to and with respect to any and all oil, gas, coal, minerals and other substances of any kind or character underlying or relating to the Land and such additional lands and estates therein and any interest



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therein; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway or alley, vacated or other, adjoining the Land or any part thereof and such additional lands and estates therein; all strips and gores belonging, adjacent or pertaining to the Land or such additional lands and estates; and any after-acquired title to any of the foregoing (herein collectively called the "Real Estate");

(b) Improvements. All buildings, structures and other improvements and any additions and alterations thereto or replacements thereof, now or hereafter built, constructed or located upon the Real Estate; and all furnishings, fixtures, fittings, appliances, apparatus, equipment, machinery, building and construction materials and other articles of every kind and nature whatsoever and all replacements thereof, now or hereafter affixed or attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupation, operation, development and maintenance of the Real Estate or such buildings, structures and other improvements, including, but not limited to, partitions, furnaces, boilers, oil burners, radiators and piping, plumbing and bathroom fixtures, refrigeration, heating, ventilating, air conditioning and sprinkler systems, other fire prevention and extinguishing apparatus and materials, vacuum cleaning systems, gas and electric fixtures, incinerators, compactors, elevators, engines, motors, generators and all other articles of property which are considered fixtures under applicable law (such buildings, structures and other improvements and such other property are herein collectively referred to as the "Improvements"; the Real Estate and the Improvements are herein collectively referred to as the "Property");

(c) Goods. All building materials, goods, construction materials, appliances (including, without limitation, stoves, ranges, ovens, disposals, refrigerators, water fountains and coolers, fans, heaters, dishwashers, clothes washers and dryers, water heaters, hood and fan combinations, kitchen equipment, laundry equipment, kitchen cabinets and other similar equipment), stocks, beds, mattresses, bedding and linens, supplies, blinds, window shades, drapes, carpets, floor coverings, office equipment, growing plants and shrubberies, control devices, equipment (including without limitation window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, pest control and other equipment), motor vehicles, tools, furnishings, furniture, lighting, non-structural additions to the Real Estate and Improvements and all other tangible property of any kind or character, together with all replacements thereof, now

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or hereafter located on or in or used or useful in connection with the complete and comfortable use, enjoyment, occupation, operation, development and maintenance of the Property, whether or not located on or in the Property or located elsewhere for purposes of storage, fabrication or otherwise (herein collectively referred to as the "Goods");

(d) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Mortgagor relating to the Property and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for the payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Mortgagor relating to the Property (herein collectively referred to as the "Intangibles");

(e) Leases. All rights of the Mortgagor in, to and under all leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into, whereby any Person agrees to pay money or any other consideration for the use, possession or occupancy of, or any estate in, the Property or any portion thereof or interest therein (herein collectively referred to as the "Leases"), and the right, upon the occurrence of any Event of Default hereunder, to receive and collect the Rents (as hereinafter defined) paid or payable thereunder;

(f) Plans. All rights of the Mortgagor in and to all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Improvements or any construction on the Real Estate (herein collectively referred to as the "Plans");

(g) Permits. To the extent assignable under applicable law, all rights of the Mortgagor in, to and under all permits, franchises, licenses, approvals and other authorizations respecting the use, occupation and operation of the Property and every part thereof and respecting any business or other activity conducted on or from the Property, and any product or proceed thereof or therefrom, including, without limitation, all building permits, certificates of occupancy and other licenses, permits and approvals issued by governmental authorities having jurisdiction (herein collectively called the "Permits");

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(h) Leases of Furniture, Furnishings and Equipment. All right, title and interest of the Mortgagor as lessee in, to and under any leases of furniture, furnishings and equipment now or hereafter installed in or at any time used in connection with the Property;

(i) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned, directly or indirectly, by the Mortgagor from the Property, including, without limitation, all rents and other consideration payable by tenants, claims against guarantors, and any cash or other securities deposited to secure performance by tenants, under the Leases (herein collectively referred to as "Rents");

(j) Certain Rights under the Encumbered Lease. All rights of the Mortgagor as lessee under the Encumbered Lease to exercise (i) any right of renewal of the term of the Encumbered Lease, (ii) any right to purchase the premises demised thereunder, or (iii) any right to terminate the Encumbered Lease as a result of condemnation of all or a portion of the Land (the foregoing rights are referred to, collectively, as the "Special Encumbered Lease Rights");

(k) Proceeds. All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (herein collectively referred to as "Proceeds"); and

(l) Other Property. All other property and rights of the Mortgagor of every kind and character relating to the Property, and all proceeds and products of any of the foregoing;

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 all of those portions of the Collateral which are or may be subject to the State Uniform Commercial Code provisions applicable to secured transactions;

TO HAVE AND TO HOLD the Collateral unto the Mortgagee, its successors and assigns, forever.

FURTHER to secure the full, timely and proper payment and performance of the Obligations, the Mortgagor hereby covenants and agrees with and warrants to the Mortgagee as follows:

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## ARTICLE I

### COVENANTS AND AGREEMENTS OF THE MORTGAGOR

SECTION 1.1. Payment of Obligations. The Mortgagor agrees that:

(a) it will duly and punctually pay and perform or cause to be paid and performed each of the Obligations at the time and in accordance with the terms specified in the Credit Agreement, and

(b) when and as due and payable from time to time in accordance with the terms hereof or of any other Loan Documents, pay and perform, or cause to be paid and performed, all other Obligations.

SECTION 1.2. Title to Collateral, etc. The Mortgagor represents and warrants to and covenants with the Mortgagee that:

(a) as of the date hereof and at all times hereafter while this Mortgage is outstanding, the Mortgagor is and shall be the absolute owner and holder of the leasehold interest in the Property created by the Encumbered Lease, subject only to this Mortgage, the encumbrances set forth in Schedule 2 hereto (the "Permitted Encumbrances"), and the terms and conditions of the Encumbered Lease;

(b) the Mortgagor has good and lawful right, power and authority to execute this Mortgage and to convey, transfer, assign, mortgage and grant a security interest in the Collateral, other than certain Goods that are subject to other financing arrangements, all as provided herein;

(c) this Mortgage has been duly executed, acknowledged and delivered on behalf of the Mortgagor, all consents and other actions required to be taken by the officers, directors, shareholders and partners, as the case may be, of the Mortgagor have been duly and fully given and performed and this Mortgage constitutes the legal, valid and binding obligation of the Mortgagor, enforceable against the Mortgagor in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity); and

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(d) the Mortgagor, at its expense, will warrant and defend to the Mortgagee and any purchaser under the power of sale herein or at any foreclosure sale such title to the Property and the first mortgage lien and first priority perfected security interest of this Mortgage thereon and therein against all claims and demands and will maintain, preserve and protect such lien and security interest and will keep this Mortgage a valid, direct first mortgage lien of record on and a first priority perfected security interest in the Property, subject only to the Permitted Encumbrances.

SECTION 1.3. [Intentionally Omitted]

SECTION 1.4. Recordation. The Mortgagor, at its expense, will at all times cause this Mortgage and any instruments amendatory hereof or supplemental hereto (and any appropriate financing statements or other instruments and continuations thereof), and each other instrument delivered in connection with any Loan Document and intended thereunder to be recorded, registered and filed, to be kept recorded, registered and filed, in such manner and in such places, and will pay all such recording, registration, filing fees, taxes and other charges, and will comply with all such statutes and regulations as may be required by law in order to establish, preserve, perfect and protect the lien and security interest of this Mortgage as a valid, direct first mortgage lien and first priority perfected security interest in the Property, subject only to the Permitted Encumbrances. The Mortgagor will pay or cause to be paid, and will indemnify the Mortgagee in respect of, all taxes (including interest and penalties) at any time payable in connection with the filing and recording of this Mortgage and any and all supplements and amendments hereto.

SECTION 1.5. Payment of Impositions, etc. Subject to Section 1.8 (relating to permitted contests), the Mortgagor will pay or cause to be paid before the same would become delinquent and before any fine, penalty, interest or cost may be added for non-payment, all taxes, assessments, water and sewer rates, charges, license fees, inspection fees and other governmental levies or payments, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which at any time may be assessed, levied, confirmed, imposed or which may become a lien upon the Collateral, or any portion thereof, or which are payable with respect thereto, or upon the rents, issues, income or profits thereof, or on the occupancy, operation, use, possession or activities thereof, whether any or all of the same be levied directly or indirectly or as excise taxes or as income taxes, and all taxes, assessments or charges which may be levied on the Obligations, or the interest thereon (collectively, the "Impositions"). The Mortgagor will deliver

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to the Mortgagee, upon request, copies of official receipts or other satisfactory proof evidencing such payments.

SECTION 1.6. Insurance and Legal Requirements. Subject to Section 1.8 (relating to permitted contests), the Mortgagor, at its expense, will comply, or cause compliance with, in all material respects

(a) all provisions of any insurance policy covering or applicable to the Property or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Property or any part thereof or any use or condition of the Property or any part thereof (collectively, the "Insurance Requirements"); and

(b) all laws, including Environmental Laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property or any part thereof, or any of the adjoining sidewalks, curbs, vaults and vault space, if any streets or ways, or any use or condition of the Property or any part thereof (collectively, the "Legal Requirements");

whether or not compliance therewith shall require structural changes in or interference with the use and enjoyment of the Property or any part thereof.

SECTION 1.7. Security Interests, etc. The Mortgagor will not directly or indirectly create or permit or suffer to be created or to remain, and will promptly discharge or cause to be discharged, any deed of trust, mortgage, encumbrance or charge on, pledge of, security interest in or conditional sale or other title retention agreement with respect to or any other lien on or in the Collateral or any part thereof or the interest of the Mortgagor or the Mortgagee therein, or any Proceeds thereof or Rents or other sums arising therefrom, other than (a) Permitted Encumbrances, (b) liens permitted by Section 7.2.3 of the Credit Agreement, and (c) liens of mechanics, materialmen, suppliers or vendors or rights thereto incurred in the ordinary course of the business of the Mortgagor for sums not yet due or any such liens or rights thereto which are at the time being contested as permitted by Section 1.8. The Mortgagor will not postpone the payment of any sums for which liens of mechanics, materialmen, suppliers

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or vendors or rights thereto have been incurred (unless such liens or rights thereto are at the time being contested as permitted by Section 1.6), or enter into any contract under which payment of such sums is postponable (unless such contract expressly provides for the legal, binding and effective waiver of any such liens or rights thereto), in either case, for more than thirty days after the completion of the action giving rise to such liens or rights thereto.

SECTION 1.8. Permitted Contests. To the extent permitted under the Credit Agreement or this Mortgage, after prior written notice to the Mortgagee, the Mortgagor at its expense may contest, or cause to be contested, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition, Legal Requirement or Insurance Requirement or lien of a mechanic, materialman, supplier or vendor, provided that, (a) in the case of an unpaid Imposition, lien, encumbrance or charge, such proceedings shall suspend the collection thereof from the Mortgagee, (b) neither the Collateral nor any rent or other income therefrom nor any part thereof or interest therein would be in any material danger of being sold, forfeited, lost or interfered with, (c) in the case of any Imposition, neither the Mortgagor nor the Mortgagee would be in danger of any civil liability (other than for the contested amount and for interest and penalties thereon, which amount, interest and penalties shall be payable by the Mortgagor) or, in the case of a Legal Requirement, neither the Mortgagor nor the Mortgagee would be in danger of any civil or criminal liability for failure to comply therewith, (d) the Mortgagor shall have furnished such security, if any, as may be required in the proceedings or as may be reasonably requested by the Mortgagee, (e) the non-payment of the whole or any part of any Imposition will not result in the delivery of a tax deed to the Property or any part thereof because of such non-payment, (f) the payment of any sums required to be paid with respect to the Notes and the Letters of Credit or under this Mortgage (other than any unpaid Imposition, lien, encumbrance or charge at the time being contested in accordance with this Section 1.8) shall not be interfered with or otherwise affected, (g) in the case of any Insurance Requirement, the failure of the Mortgagor to comply therewith shall not materially adversely affect the validity of any insurance required to be maintained by the Mortgagor under Section 2.1, and (h) that adequate reserves, determined in accordance with GAAP, shall have been set aside on the Mortgagor's books.

SECTION 1.9. Leases. The Mortgagor represents and warrants to the Mortgagee that, as of the date hereof, there are no written or oral leases or other agreements of any kind or nature relating to the occupancy of any portion of the Property by any Person other than the Mortgagor. The Mortgagor

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will not enter into any such written or oral lease or other agreement with respect to any portion of the Property without first obtaining the written consent of the Mortgagee.

SECTION 1.10. Compliance with Instruments. The Mortgagor at its expense will promptly comply in all material respects with all rights of way or use, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments and appurtenances forming a part of the Property and all instruments creating or evidencing the same, in each case, to the extent compliance therewith is required of the Mortgagor under the terms thereof. The Mortgagor will not take any action which may result in a forfeiture or termination of the rights afforded to the Mortgagor under any such instruments and will not, without the prior written consent of the Mortgagee, amend any of such instruments.

SECTION 1.11. Maintenance and Repair, etc. Subject to the provisions of Section 1.12, the Mortgagor will keep or cause to be kept all presently and subsequently erected or acquired Improvements and the sidewalks, curbs, vaults and vault space, if any, located on or adjoining the same, and the streets and the ways adjoining the same, in good and substantial order and repair and in such a fashion that the value and utility of the Property will not be diminished, and, at its sole cost and expense, will promptly make or cause to be made all necessary and appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, so that its business carried on in connection therewith may be properly conducted at all times. All repairs, replacements and renewals shall be equal in quality and class to the original Improvements. The Mortgagor at its expense will do or cause to be done all shoring of foundations and walls of any building or other Improvements on the Property and (to the extent permitted by law) of the ground adjacent thereto, and every other act necessary or appropriate for the preservation and safety of the Property by reason of or in connection with any excavation or other building operation upon the Property and upon any adjoining property, whether or not the Mortgagor shall, by any Legal Requirement, be required to take such action or be liable for failure to do so.

SECTION 1.12. Alterations, Additions, etc. So long as no Event of Default shall have occurred and be continuing, the Mortgagor shall have the right at any time and from time to time to make or cause to be made reasonable alterations of and additions to the Property or any part thereof, provided that any alteration or addition: (a) is permitted under the Encumbered Lease; (b) shall not change the general character of the Property or impair the usefulness of the Property; (c) is effected with due diligence, in a good and workmanlike manner

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and in compliance with all Legal Requirements and Insurance Requirements; (d) is promptly and fully paid for, or caused to be paid for, by the Mortgagor; (e) is made, in case the estimated cost of such alteration or addition exceeds U.S. \$250,000, (i) only after the Mortgagee shall have consented thereto and shall have reviewed and approved in writing the plans and specifications therefor, which approval shall not be unreasonably withheld or delayed and (ii) under the supervision of a qualified architect or engineer or another professional approved by the Mortgagee, which approval shall not be unreasonably withheld or delayed.

SECTION 1.13. Acquired Property Subject to Lien. All property at any time acquired by the Mortgagor and provided or required by this Mortgage to be or become subject to the lien and security interest hereof, whether such property is acquired by exchange, purchase, construction or otherwise, shall forthwith become subject to the lien and security interest of this Mortgage without further action on the part of the Mortgagor or the Mortgagee. The Mortgagor, at its expense, will execute and deliver to Mortgagee (and will record and file as provided in Section 1.4) an instrument supplemental to this Mortgage satisfactory in substance and form to the Mortgagee, whenever such an instrument is necessary under applicable law to subject to the lien and security interest of this Mortgage all right, title and interest of the Mortgagor in and to all property provided or required by this Mortgage to be subject to the lien and security interest hereof.

SECTION 1.14. Assignment of Rents, Proceeds, etc. The assignment, grant and conveyance of the Leases, Rents, Proceeds and other rents, income, proceeds and benefits of the Property contained in the Granting Clause of this Mortgage shall constitute an absolute, present and irrevocable assignment, grant and conveyance, provided that permission is hereby given to the Mortgagor, so long as no Event of Default has occurred, to collect, receive and apply such Rents, Proceeds and other rents, income, proceeds and benefits as they become due and payable, but not in advance thereof, and in accordance with all of the other terms, conditions and provisions hereof and of the Leases, contracts, agreements and other instruments with respect to which such payments are made or such other benefits are conferred. Upon the occurrence of an Event of Default, such permission shall terminate immediately and automatically, without notice to the Mortgagor or any other Person, and shall not be reinstated upon a cure of such Event of Default without the express written consent of the Mortgagee. Such assignment shall be fully effective without any further action on the part of the Mortgagor or the Mortgagee, and the Mortgagee shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to collect, receive and apply all Rents, Proceeds and all other rents, income, proceeds and benefits

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from the Property, including all right, title and interest of the Mortgagor in any escrowed sums or deposits or any portion thereof or interest therein, whether or not the Mortgagee takes possession of the Property or any part thereof. The Mortgagor further grants to the Mortgagee the right, at the Mortgagee's option, upon the occurrence of an Event of Default hereunder, to:

(a) enter upon and take possession of the Property for the purpose of collecting Rents, Proceeds and said rents, income, proceeds and other benefits;

(b) dispossess by the customary summary proceedings any tenant, purchaser or other Person defaulting in the payment of any amount when and as due and payable, or in the performance of any other obligation, under the Lease, contract or other instrument to which said Rents, Proceeds or other rents, income, proceeds or benefits relate;

(c) let or convey the Property or any portion thereof or any interest therein; and

(d) apply Rents, Proceeds and such rents, income, proceeds and other benefits, after the payment of all reasonably necessary fees, charges and expenses, on account of the Obligations in accordance with Section 3.11.

SECTION 1.15. No Claims Against the Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or the furnishing of any materials or other property in respect of the Property or any part thereof, or be construed to permit the making of any claim against the Mortgagee in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or the furnishing of any such materials or other property is prior to the lien and security interest of this Mortgage. All contractors, subcontractors, vendors and other persons dealing with the Property, or with any persons interested therein, are hereby required to take notice of the provisions of this Section.

SECTION 1.16. Indemnification. The Mortgagor will protect, indemnify, save harmless and defend the Mortgagee, the Lenders, and their respective officers, directors, shareholders, employees, representatives and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the "Indemnified

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Liabilities") imposed upon or incurred by or asserted against any Indemnified Party by reason of (a) ownership of an interest in this Mortgage, any other Loan Documents or the Property, (b) any accident, injury to or death of persons or loss of or damage to or loss of the use of property occurring on or about the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (c) any use, non-use or condition of the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (d) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof made or suffered to be made by or on behalf of the Mortgagor, (f) any negligence or tortious act on the part of the Mortgagor or any of its agents, contractors, lessees, licensees or invitees, or (g) any work in connection with any alterations, changes, new construction or demolition of or additions to the Property, except for any such Indemnified Liabilities arising for the account of an Indemnified Party by reason of the relevant Indemnified Party's wilful misconduct. If any action or proceeding be commenced, to which action or proceeding any Indemnified Party is made a party by reason of the execution of this Mortgage or any other Loan Document, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Indemnified Parties, for the expense of any litigation to prosecute or defend the rights and lien created hereby or otherwise, shall be paid by the Mortgagor to such Indemnified Parties, as the case may be, as hereinafter provided. The Mortgagor will pay and save the Indemnified Parties harmless against any and all liability with respect to any intangible personal property tax or similar imposition of the State or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by the Indemnified Parties in respect of this Mortgage. All amounts payable to the Indemnified Parties under this Section 1.16 shall be deemed indebtedness secured by this Mortgage and any such amounts which are not paid within 10 days after written demand therefor by any Indemnified Party shall bear interest at the rate provided for in the Credit Agreement from the date of such demand. In case any action, suit or proceeding is brought against any Indemnified Party by reason of any such occurrence, the Mortgagor, upon request of such Indemnified Party, will, at the Mortgagor's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by the Mortgagor and approved by such Indemnified Party. The obligations of the Mortgagor under this Section 1.16 shall survive any discharge or reconveyance of this Mortgage and payment in full of the Obligations.

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SECTION 1.17. No Credit for Payment of Taxes. The Mortgagor shall not be entitled to any credit against the Obligations by reason of the payment of any tax on the Property or any part thereof or by reason of the payment of any other Imposition, and shall not apply for or claim any deduction from the taxable value of the Property or any part thereof by reason of this Mortgage.

SECTION 1.18. Offering of the Note; Application of Proceeds of Loans. Neither the Mortgagor nor any Person acting on behalf of the Mortgagor has directly or indirectly offered the Notes or any portion thereof or any similar security to, or solicited any offer to buy any of the same from, any Person other than the Mortgagee. Neither the Mortgagor nor any Person acting on behalf of the Mortgagor has taken or will take any action which would subject the issuance of the Notes to the provisions of section 5 of the Securities Act of 1933, as amended. The Mortgagor (a) will not use or permit to be used any proceeds of the Loans, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of "purchasing" or "carrying" any "margin stock" within the meaning of Regulation U of the Federal Reserve Board, as amended from time to time, and (b) has or will apply all of the proceeds of the Loans that are paid to it by the Mortgagee to the purposes permitted by the Credit Agreement.

SECTION 1.19. [Intentionally Omitted]

SECTION 1.20. Encumbered Lease.

(a) The Mortgagor covenants and agrees that it will do or cause to be done all things necessary to preserve and keep unimpaired the rights of the Mortgagee as lessee under the Encumbered Lease, and to prevent any termination, surrender, cancellation, forfeiture or impairment thereof. The Mortgagor shall at all times fully perform and comply with all agreements, covenants, terms and conditions imposed upon or assumed by it as lessee under the Encumbered Lease prior to the expiration of any notice and/or cure period provided in the Encumbered Lease. Upon receipt by the Mortgagee from the lessor under the Encumbered Lease of any written notice of default by the lessee thereunder, the Mortgagee may rely thereon and take any action the Mortgagee deems necessary to cure any default by the Mortgagor in the performance of or compliance with any of the agreements, covenants, terms or conditions imposed upon or assumed by the Mortgagor as lessee under the Encumbered Lease, even though the existence of such default or the nature thereof be questioned or denied by the Mortgagor or by any party on behalf of the Mortgagor. Without limiting the generality of any other provisions hereof, the Mortgagor hereby

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expressly grants to the Mortgagee, and agrees that the Mortgagee shall have, the absolute and immediate right to enter in and upon the Mortgaged Property or any part thereof to such extent and as often as the Mortgagee deems necessary or desirable for the purposes permitted by the immediately preceding sentence. Subject to the foregoing, and without limiting Mortgagee's other remedies under this Mortgage, the Mortgagee may pay and expend such sums of money as the Mortgagee deems necessary for any such purpose, and, in such event the amount so paid shall be immediately due and payable, upon demand, together with interest thereon at the interest rate provided for in the Loan Agreement for overdue payments, from the date of any such payment by the Mortgagee to the date of repayment to the Mortgagee in good and immediately available funds. If the Mortgagee takes any such action to cure any such default by the Mortgagor, the Mortgagee shall use reasonable efforts to notify the Mortgagor thereof, provided however, that any failure by the Mortgagee so to notify the Mortgagor shall not entitle the Mortgagor to challenge or otherwise affect the validity of the Mortgagee's action or entitle the Mortgagor to any claim for damages or any other claims, offsets or setoffs against the Mortgagee.

(b) The Mortgagor further covenants and agrees that:

(i) Except as permitted by the Credit Agreement, it shall not surrender any leasehold estate and interest hereinabove described, nor terminate or cancel the Encumbered Lease, and that it shall not without the express written consent of the Mortgagee modify, change, supplement, alter or amend the Encumbered Lease either orally or in writing, and as further security for the repayment of the Indebtedness secured hereby and for the performance of the covenants herein and in the Encumbered Lease contained, the Mortgagor hereby assigns to the Mortgagee all of its rights, privileges and prerogatives as lessee under the Encumbered Lease to terminate, cancel, modify, change, supplement, alter or amend the Encumbered Lease, and any such termination, cancellation, modification, change, supplement, alteration or amendment of the Encumbered Lease without the prior written consent thereto by the Mortgagee shall be void and of no force and effect.

(ii) Unless the Mortgagee shall otherwise expressly consent in writing, the fee title to the Land, the Mortgagor's interest in the improvements on the Land and the leasehold estate created by the

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Encumbered Lease shall not merge by and shall always remain separate and distinct, notwithstanding the union of said estates either in the lessor or in the lessee, or in a third party by purchase or otherwise. If notwithstanding the foregoing a merger of such fee and leasehold estate is deemed to have occurred, then this Mortgage shall nonetheless remain in full force and effect in accordance with the terms hereof and shall encumber the entire merged fee and leasehold estate.

(iii) The Mortgagor shall not consent to the subordination of the Encumbered Lease to any mortgage, deed of trust or other lien on the fee interest of the lessor under the Encumbered Lease unless so required by the terms of the Encumbered Lease.

(iv) If the Mortgagor acquires fee simple title or any other estate, title or interest in the Land, the Mortgagor shall promptly notify the Mortgagee of such acquisition and, upon written request by the Mortgagee, shall cause to be executed and recorded all such other and further assurances or other instruments in writing as may in the opinion of the Mortgagee be required or desirable to carry out the intent and meaning of clause (ii) above.

(v) Within five (5) days after the Mortgagor's receipt of any notice of any motion, application or effort to reject the Encumbered Lease by the lessor thereunder or any trustee arising from or in connection with any case, proceeding or other action commenced or pending by or against such lessor under the Code or any comparable provisions contained in any present or future Federal, state, local, foreign or other statute, law, rule or regulation, the Mortgagor shall give notice thereof to the Mortgagee. The Mortgagor hereby (A) assigns to the Mortgagee any and all of the Mortgagor's rights as lessee under Section 365(h) of the Code or any comparable provisions contained in any present or future Federal, state, local, ("Comparable Provisions") and (B) covenants that it shall not elect to treat the Encumbered Lease as terminated pursuant to Section 365(h) of the Code without first obtaining the prior written consent of the Mortgagee, which shall not be unreasonably withheld or delayed and (C) agrees that any such election by the Mortgagor without such consent shall be null and void.

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(vi) Without limiting the generality of the foregoing, the Mortgagor hereby unconditionally assigns, transfers and sets over to the Mortgagee all of the Mortgagor's claims and rights to the payment of damages arising from any rejection by the lessor under the Encumbered Lease under the Code or any Comparable Provision. The Mortgagee shall have the right to proceed in its own name or in the name the Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of the Encumbered Lease, including, without limitation, the right to file and prosecute, to the exclusion of the Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessor thereunder under the Code or any Comparable Provision. This Assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the Indebtedness shall have been satisfied and discharged in full. Any amounts received by the Mortgagee in damages arising out of the rejection of the Encumbered Lease as aforesaid shall be applied first to all reasonable costs and expenses of the Mortgagee (including, without limitation, reasonable attorneys' fees and disbursements), incurred in connection with the exercise of any of its rights or remedies under this Section 1.20.

(vii) If there shall be filed by or against the Mortgagor a petition under the Code or any Comparable Provision and the Mortgagor, as lessee under the Encumbered Lease, shall determine to reject the Encumbered Lease, the Mortgagor shall give the Mortgagee not less than ten (10) days prior notice of the date on which the Mortgagor shall apply to the United States Bankruptcy Court or other judicial body with appropriate jurisdiction for authority to reject the Encumbered Lease; the Mortgagee shall have the right, but not the obligation, to serve upon the Mortgagor within such ten (10) day period a notice stating that (a) the Mortgagee demands that the Mortgagor assume and assign the Encumbered Lease to the Mortgagee pursuant to Section 365 of the Code or any Comparable Provision and (b) the Mortgagee covenants to cure or provide adequate assurance of prompt cure of all defaults and provide adequate assurance of future performance under the Encumbered Lease. If the Mortgagee serves upon the Mortgagor the notice described in the preceding sentence, the Mortgagor shall not seek to reject the Encumbered Lease and shall comply with the demand provided for

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in subclause (a) of the preceding clause within thirty (30) days after the notice shall have been given subject to the performance by the Mortgagee of the covenant provided for in subclause (b) of the preceding clause. Effective upon the entry of an order for relief in respect of the Mortgagor under Chapter 7 of the Code or any Comparable Provision, the Mortgagor hereby assigns and transfers to the Mortgagee a non-exclusive right to apply to the Bankruptcy Court or other judicial body with appropriate jurisdiction for an order extending the period during which the Encumbered Lease may be rejected or assumed.

(viii) The Mortgagor shall promptly give to the Mortgagee copies of (A) all notices of default or (B) any other communications or notices with respect to events which relate to the possible impairment of the security of this Mortgage which it shall give or receive under the Encumbered Lease and shall promptly notify the Mortgagee of any default under the Encumbered Lease on the part of the lessor thereunder or the Mortgagor.

(ix) The Mortgagor shall enforce the obligations of the lessor under the Encumbered Lease, to the end that the Mortgagor may enjoy all of the rights granted to it under the Encumbered Lease.

(x) The Mortgagor shall notify the Mortgagee within ten (10) days after the Mortgagor becomes aware of the transfer of the fee interest in the Land or any portion thereof.

(c) The Mortgagor hereby represents and warrants that (i) the Encumbered Lease is in full force and effect, (ii) all rent and additional rent payable under the Encumbered Lease has been paid to the extent they were due and payable to the date hereof, and (iii) to the best of Trustor's knowledge, no events of default have occurred under the Encumbered Lease and no event has occurred which, with the giving of notice, the passage of time, or both, would constitute an event of default under the Encumbered Lease.

(d) The Mortgagor hereby acknowledges that if the Encumbered Lease shall be terminated prior to the natural expiration of its term due to default by the lessee thereunder, and if the Mortgagee or its designee shall acquire from the lessor thereunder a new lease of the Real Estate or any portion thereof, the Mortgagor shall have no right, title or interest in or to such lease or the

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leasehold estate created thereby, or the options therein contained, if any.

(e) None of the rights and privileges granted to the Mortgagor hereunder or under any other Loan Document is in any way intended to diminish or lessen the Mortgagor's obligations under subparagraph (a) of this Section 1.20.

(f) Without the prior written consent of the Mortgagee, the Mortgagor will not exercise or waive any of the Special Encumbered Lease Rights. Upon request made by the Mortgagee, the Mortgagor will exercise any or all of the Special Encumbered Lease Rights. The Mortgagor hereby grants and assigns to the Mortgagee the right to exercise at any time any or all of the Special Encumbered Lease Rights by and on behalf of the Mortgagor and, upon request made by the Mortgagee, the Mortgagor will promptly (and in any event within ten (10) days after request) take such actions and execute such instruments as are requested by the Mortgagor to evidence to any third party the Mortgagee's rights to so exercise the Special Encumbered Lease Rights. Notwithstanding the assignment of the Special Encumbered Lease Rights to the Mortgagee, the Mortgagor shall retain the nonexclusive right to exercise, without the concurrence of the Mortgagee, any of the Special Encumbered Lease Rights other than the right to terminate the Encumbered Lease as a result of condemnation of the Land.

## ARTICLE II

### INSURANCE; DAMAGE, DESTRUCTION OR TAKING, ETC.

#### SECTION 2.1. Insurance.

SECTION 2.1.1. Risks to be Insured. To the extent required by Section 7.1.4 of the Credit Agreement, the Mortgagor will, at its expense, maintain or cause to be maintained with insurance carriers approved by the Mortgagee (a) insurance with respect to the Improvements against loss or damage by fire, lightning and such other risks as are included in standard "all-risk" policies, in amounts sufficient to prevent the Mortgagor and the Mortgagee from becoming a co-insurer of any partial loss under the applicable policies, but in any event in amounts not less than the then full insurable value (actual replacement value) of the Improvements, as determined by the Mortgagor in accordance with generally accepted insurance practice and approved by the Mortgagee or, at the request of the Mortgagee, as determined at the Mortgagor's expense by the insurer or insurers or by an expert approved by the Mortgagee, (b) commercial general liability,

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including bodily injury and product liability and property damage, insurance, with personal injury endorsements, applicable to the Property in such amounts as are usually carried by Persons operating similar properties in the same general locality, but in any event with a combined single limit of not less than U.S. \$25,000,000 per occurrence, (c) explosion insurance in respect of any steam and pressure boilers and similar apparatus located in the Property in such amounts as are usually carried by persons operating similar properties in the same general locality, but in any event in an amount not less than reasonably required by the Mortgagee, (d) business interruption insurance (including added expense coverage) against all insurable perils for a period of not fewer than twelve months (subject to a reasonable aggregate deductible not exceeding five days per annum), (e) worker's compensation insurance to the full extent required by applicable law for all employees of the Mortgagor engaged in any work on or about the Property and employer's liability insurance with a limit of not less than U.S. \$10,000,000 for each occurrence, (f) all-risk, builders' risk insurance with respect to the Property during any period during which there is any construction work being performed, against loss or damage by fire or other risks, including vandalism, malicious mischief and sprinkler leakage, as are included in so-called "extended coverage" clauses at the time available and (g) such other insurance with respect to the Property in such amounts and against such insurable hazards as the Mortgagee from time to time may reasonably require by written notice to the Mortgagor.

SECTION 2.1.2. Policy Provisions. All insurance maintained by the Mortgagor pursuant to Section 2.1.1 shall (a) (except for worker's compensation insurance) name the Mortgagor and the Mortgagee, as insureds as their respective interests may appear, (b) (except for worker's compensation and public liability insurance) provide that the proceeds for any losses shall be adjusted by the Mortgagor, subject to the approval of the Mortgagee in the event the proceeds shall exceed \$500,000, and shall be payable to the Mortgagee, to be held and applied as provided in Section 2.2, (c) include effective waivers by the insurer of all rights of subrogation against the Mortgagee, the indebtedness secured by this Mortgage and the Property and all claims for insurance premiums against the Mortgagee, (d) provide that any losses shall be payable notwithstanding (i) any act, failure to act or negligence of or violation of warranties, declarations or conditions contained in such policy by any named insured, (ii) the occupation or use of the Property for purposes more hazardous than permitted by the terms thereof, (iii) any foreclosure or other action or proceeding taken by the Mortgagee pursuant to any provision of this Mortgage, or (iv) any change in title or ownership of the Property, (e) provide that no cancellation, reduction in amount or material change in coverage thereof or any portion thereof

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shall be effective until at least 30 days after receipt by the Mortgagee of written notice thereof, (f) provide that any notice under such policies shall be simultaneously delivered to the Mortgagee, and (g) be satisfactory in all other respects to the Mortgagee. Any insurance maintained pursuant to this Section 2.1 may be evidenced by blanket insurance policies covering the Property and other properties or assets of the Mortgagor, provided that any such policy shall specify the portion, if less than all, of the total coverage of such policy that is allocated to the Property and shall in all other respects comply with the requirements of this Section 2.1.

SECTION 2.1.3. Delivery of Policies, etc. The Mortgagor will deliver to the Mortgagee, promptly upon request, (a) the originals of all policies evidencing all insurance required to be maintained under Section 2.1.1 (or, in the case of blanket policies, certificates thereof by the insurers together with a counterpart of each blanket policy), and (b) evidence as to the payment of all premiums due thereon (with respect to public liability insurance policies, all installments for the current year due thereon to such date), provided that the Mortgagee shall not be deemed by reason of its custody of such policies to have knowledge of the contents thereof. The Mortgagor will also deliver to the Mortgagee upon request not later than 30 days prior to the expiration of any policy a binder or certificate of the insurer evidencing the replacement thereof and not later than 15 days prior to the expiration of such policy an original copy of the new policy (or, in the case of a replacement blanket policy, a certificate thereof of the insurer together with a counterpart of the blanket policy). In the event the Mortgagor shall fail to effect or maintain any insurance required to be effected or maintained pursuant to the provisions of this Section 2.1, the Mortgagor will indemnify the Mortgagee against damage, loss or liability resulting from all risks for which such insurance should have been effected or maintained.

SECTION 2.1.4. Separate Insurance. The Mortgagor will not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained pursuant to this Section 2.1.

SECTION 2.2. Damage, Destruction or Taking; Mortgagor to Give Notice; Assignment of Awards. In case of

(a) any material damage to or material destruction of the Property or any part thereof, or

(b) any material taking, whether for permanent or temporary use, of all or any part of the Property or any interest therein or right accruing thereto, as the result of or in anticipation of the exercise of the right of

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condemnation or eminent domain, or a change of grade affecting the Property or any portion thereof (a "Taking"), or the commencement of any proceedings or negotiations which may result in a Taking,

the Mortgagor will promptly give written notice thereof to the Mortgagee, generally describing the nature and extent of such damage or destruction and the Mortgagor's best estimate of the cost of restoring the Property, or the nature of such proceedings or negotiations and the nature and extent of the Taking which might result therefrom, as the case may be, and all insurance proceeds payable on account of such damage or destruction and any award or payments received in connection with any Taking shall be payable and applied as provided in the Credit Agreement including, without limitation, Section 3.1.1(g) thereof. To the extent the Mortgagee is entitled to any insurance proceeds payable on account of such damage or destruction or to any awards or payments allocable to the Property on account of such Taking, the Mortgagor hereby irrevocably assigns, transfers and sets over to the Mortgagee all rights of the Mortgagor to any such proceeds, awards or payments and irrevocably authorizes and empowers the Mortgagee, at its option, in the name of the Mortgagor or otherwise, to file and prosecute what would otherwise be the Mortgagor's claim for any such proceeds, award or payments and to collect, receipt for and retain the same for disposition in accordance with this Section 2.2. The Mortgagor will pay all reasonable costs and expenses incurred by the Mortgagee in connection with any such damage, destruction or Taking and seeking and obtaining any insurance proceeds, awards or payments in respect thereof.

## ARTICLE III

### EVENTS OF DEFAULT; REMEDIES, ETC.

SECTION 3.1. Events of Default; Acceleration. If an Event of Default (pursuant to and as defined in the Credit Agreement) shall occur, then and in any such event the Mortgagee may at any time thereafter (unless all Events of Default shall theretofore have been remedied and all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses incurred by or on behalf of the Mortgagee, shall have been paid in full by the Mortgagor) declare, by written notice to the Mortgagor, the Loans and all other Obligations to be due and payable immediately or on a date specified in such notice, and on such date the same shall be and become due and payable, together with interest accrued thereon, without presentment, demand, protest or notice, all of which the Mortgagor hereby waives. The Mortgagor will pay on demand all costs and expenses, including, without limitation,

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reasonable attorneys' fees and expenses, incurred by or on behalf of the Mortgagee in enforcing this Mortgage or the Obligations, or any other Loan Document, or occasioned by any default hereunder or thereunder.

SECTION 3.2. Legal Proceedings; Foreclosure. If an Event of Default shall have occurred and be continuing, the Mortgagee at any time may, at its election, proceed at law or in equity or otherwise to enforce the payment of the Obligations in accordance with the terms hereof and thereof and to foreclose the lien of this Mortgage as against all or any part of the Collateral and to have the same sold under the judgment or decree of a court of competent jurisdiction. The Mortgagee shall be entitled to recover in such proceedings all costs incident thereto, including reasonable attorneys' fees and expenses in such amounts as may be fixed by the court.

SECTION 3.3. [Intentionally Omitted].

SECTION 3.4. Uniform Commercial Code Remedies. If an Event of Default shall have occurred and be continuing, the Mortgagee may exercise from time to time and at any time any rights and remedies available to it under applicable law upon default in the payment of indebtedness, including, without limitation, any right or remedy available to it as a secured party under the Uniform Commercial Code of the State. The Mortgagor shall, promptly upon request by the Mortgagee, assemble the Collateral, or any portion thereof generally described in such request, and make it available to the Mortgagee at such place or places designated by the Mortgagee and reasonably convenient to the Mortgagee. If the Mortgagee elects to proceed under the Uniform Commercial Code of the State to dispose of portions of the Collateral, the Mortgagee, at its option, may give the Mortgagor notice of the time and place of any public sale of any such property, or of the date after which any private sale or other disposition thereof is to be made, by sending notice by registered or certified first class mail, postage prepaid, to the Mortgagor at least ten days before the time of the sale or other disposition. If any notice of any proposed sale, assignment or transfer by the Mortgagee of any portion of the Collateral or any interest therein is required by law, the Mortgagor conclusively agrees that ten days notice to the Mortgagor of the date, time and place (and, in the case of a private sale, the terms) thereof is reasonable.

SECTION 3.5. Mortgagee Authorized to Execute Deeds, etc. The Mortgagor irrevocably appoints the Mortgagee (which appointment is coupled with an interest) the true and lawful attorney of the Mortgagor, in its name and stead and on its behalf, during the continuance of an Event of Default, for the purpose of effectuating any sale, assignment, transfer or

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delivery for the enforcement hereof, whether pursuant to power of sale, foreclosure or otherwise, to execute and deliver all such deeds, bills of sale, assignments, assignments of the Encumbered Lease, releases and other instruments as may be designated in any such request.

SECTION 3.6. Purchase of Collateral by Mortgagee. The Mortgagee may be a purchaser of the Collateral or of any part thereof or of any interest therein at any sale thereof, whether pursuant to power of sale, foreclosure or otherwise, and the Mortgagee may apply upon the purchase price thereof the indebtedness secured hereby owing to the Mortgagee. Such purchaser shall, upon any such purchase, acquire good title to the properties so purchased, free of the security interest and lien of this Mortgage and free of all rights of redemption in the Mortgage.

SECTION 3.7. Receipt a Sufficient Discharge to Purchaser. Upon any sale of the Collateral or any part thereof or any interest therein, whether pursuant to power of sale, foreclosure or otherwise, the receipt of the Mortgagee or the officer making the sale under judicial proceedings shall be a sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obliged to see to the application thereof.

SECTION 3.8. Waiver of Appraisalment, Valuation, etc. The Mortgagor hereby waives, to the fullest extent it may lawfully do so, the benefit of all appraisalment, valuation, stay, extension, reinvestment and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale of the Collateral or any part thereof or any interest therein.

SECTION 3.9. Sale a Bar Against Mortgagor. Any sale of the Collateral or any part thereof or any interest therein under or by virtue of this Mortgage, whether pursuant to power of sale, foreclosure or otherwise, shall forever be a bar against the Mortgagor.

SECTION 3.10. Obligations to Become Due on Sale. Upon any sale of the Collateral or any portion thereof or interest therein by virtue of the exercise of any remedy by the Mortgagee under or by virtue of this Mortgage, whether pursuant to power of sale, foreclosure or otherwise in accordance with this Mortgage or by virtue of any other remedy available at law or in equity or by statute or otherwise, at the option of the Mortgagee, all Obligations shall, if not previously declared due and payable, immediately become due and payable, together with interest accrued thereon and all other indebtedness which this Mortgage by its terms secures.

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SECTION 3.11. Application of Proceeds of Sale and Other Moneys. The proceeds of any sale of the Collateral or any part thereof or any interest therein under or by virtue of this Mortgage, whether pursuant to power of sale, foreclosure or otherwise, and all other moneys at any time held by the Mortgagee as part of the Collateral, shall be applied as follows:

First: to the payment of the reasonable costs and expenses of such sale (including, without limitation, the cost of evidence of title and the costs and expenses, if any, of taking possession of, retaining custody over, repairing, managing, operating, maintaining and preserving the Collateral or any part thereof prior to such sale), all reasonable costs and expenses incurred by the Mortgagee or any other Person in obtaining or collecting any insurance proceeds, condemnation awards or other amounts received by the Mortgagee, all reasonable costs and expenses of any receiver of the Property or any part thereof, and any Impositions or other charges or expenses prior to the security interest or lien of this Mortgage, which the Mortgagee may consider it necessary or desirable to pay;

Second: to the payment of any Obligation (other than as provided in clause Third below);

Third: to the payment of all amounts of principal of and interest (including post petition interest to the extent such interest is an Obligation) at the time due and payable under the Credit Agreement at the time outstanding (whether due by reason of maturity or by reason of any prepayment requirement or by declaration or acceleration or otherwise), including interest at the rate provided for in the Credit Agreement on any overdue principal and (to the extent permitted under applicable law) on any overdue interest; and, in case such moneys shall be insufficient to pay in full such principal and interest, then, first, to the payment of all amounts of interest (including post petition interest to the extent such interest is an Obligation) at the time due and payable and, second, to the payment of all amounts of principal at the time due and payable under the Credit Agreement; and

Fourth: the balance, if any, held by the Mortgagee after payment in full of all amounts referred to in subdivisions First, Second and Third above, shall, unless a court of competent jurisdiction may otherwise direct by final order not subject to appeal, be paid to or upon the direction of the Mortgagor.

SECTION 3.12. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, the Mortgagee shall, as a matter of right, without notice to the Mortgagor,

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and without regard to the adequacy of any security for the indebtedness secured hereby or the solvency of the Mortgagor, be entitled to the appointment of a receiver for all or any part of the Property, whether such receivership be incidental to a proposed sale of the Property or otherwise, and the Mortgagor hereby consents to the appointment of such a receiver and will not oppose any such appointment.

SECTION 3.13. Possession, Management and Income. If an Event of Default shall have occurred and be continuing, in addition to, not in limitation of, the rights and remedies provided in Section 1.14, the Mortgagee, upon five business days notice to the Mortgagor, and subject to applicable law, may enter upon and take possession of the Property or any part thereof by force, summary proceeding, ejectment or otherwise and may remove the Mortgagor and all other Persons and any and all property therefrom and may hold, operate, maintain, repair, preserve and manage the same and receive all earnings, income, Rents, issues and Proceeds accruing with respect thereto or any part thereof. The Mortgagee shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management, except that any amounts so received by the Mortgagee shall be applied to pay all costs and expenses of so entering upon, taking possession of, holding, operating, maintaining, repairing, preserving and managing the Collateral or any part thereof, and any Impositions or other charges prior to the lien and security interest of this Mortgage which the Mortgagee may consider it necessary or desirable to pay, and any balance of such amounts shall be applied as provided in Section 3.11.

SECTION 3.14. Right of Mortgagee to Perform Mortgagor's Covenants, etc. If an Event of Default shall occur and be continuing, the Mortgagee, without notice to or demand upon the Mortgagor and without waiving or releasing any obligation or Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Mortgagor, and may enter upon the Property for such purpose and take all such action thereon as, in the Mortgagee's reasonable opinion, may be necessary or appropriate therefor. No such entry and no such action shall be deemed an eviction of any lessee of the Property or any part thereof. All sums so paid by the Mortgagee and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon at the rate provided for in the Credit Agreement from the date of payment or incurring, shall constitute additional indebtedness under the Credit Agreement secured by this Mortgage and shall be paid by the Mortgagor to the Mortgagee on demand.

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SECTION 3.15. Subrogation. To the extent that the Mortgagee, on or after the date hereof, pays any sum due under any provision of any Legal Requirement or any instrument creating any lien prior or superior to the lien of this Mortgage, or the Mortgagor or any other Person pays any such sum with the proceeds of the loan evidenced by the Credit Agreement, the Mortgagee shall have and be entitled to a lien on the Collateral equal in priority to the lien discharged, and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Obligations.

SECTION 3.16. Remedies, etc., Cumulative. Each right, power and remedy of the Mortgagee provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage or the other Loan Documents, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Mortgagee of any one or more of the rights, powers or remedies provided for in this Mortgage, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Mortgagee of any or all such other rights, powers or remedies.

SECTION 3.17. Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Mortgage or any application thereof shall be invalid or unenforceable, the remainder of this Mortgage and any other application of such term shall not be affected thereby.

SECTION 3.18. No Waiver, etc. No failure by the Mortgagee to insist upon the strict performance of any term hereof or of any other Loan Document, or to exercise any right, power or remedy consequent upon a breach hereof or thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach. By accepting payment or performance of any amount or other Obligations secured hereby before or after its due date, the Mortgagee shall not be deemed to have waived its right either to require prompt payment or performance when due of all other

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amounts and Obligations payable hereunder or to declare a default for failure to effect such prompt payment.

SECTION 3.19. Compromise of Actions, etc. Any action, suit or proceeding brought by the Mortgagee pursuant to any of the terms of this Mortgage, the Credit Agreement, any other Loan Document, or otherwise, and any claim made by the Mortgagee hereunder or thereunder, may be compromised, withdrawn or otherwise dealt with by the Mortgagee without any notice to or approval of the Mortgagor.

SECTION 3.20. Compliance with Illinois Mortgage Foreclosure Law.

(a) If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. (the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.

(b) Without in any way limiting or restricting any of Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, the Mortgagee shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgage is permitted to have or exercise under the provisions of the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with all of the rights, remedies, powers and authorities granted in the Act to the fullest extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under 735 ILCS 5/15-1511, 735 ILCS 5/15-1512, or any other provision of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other provision of this Mortgage, shall be added to the indebtedness secured by this Mortgage and by the judgment of foreclosure.

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## ARTICLE IV

### DEFINITIONS

SECTION 4.1. Terms Defined in this Mortgage. When used herein the following terms have the following meanings:

"Collateral": see the granting clause.

"Credit Agreement": see the second recital.

"Default" means any Event of Default or any condition or event which, after notice or lapse of time, or both, would constitute an Event of Default.

"Encumbered Lease": means the Lease described on Schedule "3" annexed hereto.

"Event of Default": means (i) an "Event of Default" as defined in the Loan Agreement or (ii) the delivery of any notice of default under the Encumbered Lease.

"Goods": see clause (c) of the granting clause.

"herein", "hereof", "hereto", and "hereunder" and similar terms refer to this Mortgage and not to any particular Section, paragraph or provision of this Mortgage.

"Impositions": see Section 1.5.

"Improvements": see clause (b) of the granting clause.

"Indemnified Parties": see Section 1.16.

"Indemnified Liabilities": see Section 1.16.

"Insurance Requirements": see paragraph (a) of Section 1.6.

"Intangibles": see clause (d) of the granting clause.

"Land": see the first recital.

"Leases": see clause (e) of the granting clause.

"Legal Requirements": see paragraph (b) of Section 1.6.

"Loans": see the second recital.

"Mortgage": see the preamble.

"Mortgagee": see the preamble.

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"Mortgagor": see the preamble.

"Notes": see the third recital.

"Obligations" means

(a) the principal of the Notes;

(b) all amounts of any kind which, and all other indebtedness which, at any time become due and owing to the Lenders, the Issuer, the Mortgagee or any of them, under or with respect to, (i) the Credit Agreement, the Notes, the Letters of Credit, this Mortgage, and any other document, agreement or other instrument delivered pursuant to or in connection with the Credit Agreement, this Mortgage, or any other Loan Document; and (ii) any and all amendments, modifications, renewals, restatements and extensions of any of the foregoing, including amendments, modifications, renewals or extensions that are evidenced by new or additional documents or that change the rate of interest on any indebtedness evidenced by the Notes or any other indebtedness constituting an Obligation;

(c) any and all advances, costs and expenses including, without limitation, all costs of enforcement and collection, paid or incurred by the Lenders, the Mortgagee, or any of them to the extent permitted or contemplated under this Mortgage, the Credit Agreement or any Loan Document to (i) protect any of the Collateral, (ii) perform any obligation of the Mortgagor or any other Person under or with respect to the Loan Documents or (iii) collect any amount owing to the Mortgagee, the Lenders, the Issuers, or any of them which is secured or evidenced hereby or by any other Loan Document, including, without limitation, the Mortgagee's, such Lender's and such Issuer's counsel fees, all taxes relating to the Collateral and recording fees;

(d) interest on all of the foregoing; and

(e) all of the covenants, obligations and agreements in accordance with, and the truth and completeness of all representations and warranties, of the Mortgagor and each other Person, as set forth in and in accordance with the Loan Documents.

"Permits": see clause (g) of the granting clause.

"Permitted Encumbrances": see Section 1.2.

"Person" means any natural person, a corporation, an association, a partnership, an organization, a business, an

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individual, a government or political subdivision thereof or a governmental agency or officer.

"Plans": see clause (f) of the granting clause.

"Post Petition Interest": means post petition interest payable in any bankruptcy proceeding.

"Proceeds": see clause (k) of the granting clause.

"Property": see clause (b) of the granting clause.

"Real Estate": see clause (a) of the granting clause.

"Rents": see clause (i) of the granting clause.

"Revolving Note": see the third recital.

"Special Encumbered Lease Rights": see clause (j) of the granting clause.

"State": means the State of Illinois.

"Taking": see clause (b) of Section 2.2.

"Term-A Note": see the third recital.

"Term-B Note": see the third recital.

SECTION 4.2. Use of Defined Terms. Terms for which meanings are provided in this Mortgage shall, unless otherwise defined or the context otherwise requires, have such meanings when used in any certificate and any opinion, notice or other communication delivered from time to time in connection with this Mortgage or pursuant hereto.

SECTION 4.3. Credit Agreement Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Mortgage, including its preamble and recitals, have the meanings provided in the Credit Agreement.

## ARTICLE V

### MISCELLANEOUS

SECTION 5.1. Further Assurances; Financing Statements.

SECTION 5.1.1. Further Assurances. The Mortgagor, at its expense, will execute, acknowledge and deliver all such instruments and take all such other action as the Mortgagee from time to time may reasonably request:

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(a) to better subject to the lien and security interest of this Mortgage all or any portion of the Collateral,

(b) to perfect, publish notice or protect the validity of the lien and security interest of this Mortgage,

(c) to preserve and defend the title to the Collateral and the rights of the Mortgagee therein against the claims of all Persons as long as this Mortgage shall remain undischarged,

(d) to better subject to the lien and security interest of this Mortgage or to maintain or preserve the lien and security interest of this Mortgage with respect to any replacement or substitution for any Improvements or any other after-acquired property, or

(e) in order further to effectuate the purposes of this Mortgage and to carry out the terms hereof and to better assure and confirm to the Mortgagee its rights, powers and remedies hereunder.

SECTION 5.1.2. Financing Statements. Notwithstanding any other provision of this Mortgage, the Mortgagor hereby agrees that, without notice to or the consent of the Mortgagor, the Mortgagee may file with the appropriate public officials such financing statements, continuation statements, amendments and similar documents as are or may become necessary to perfect, preserve or protect the security interest granted by this Mortgage.

SECTION 5.2. Additional Security. Without notice to or consent of the Mortgagor, and without impairment of the security interest and lien and rights created by this Mortgage, the Mortgagee may accept from the Mortgagor or any other Person additional security for the Obligations. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent the Mortgagee from resorting, first, to such additional security, or, first, to the security created by this Mortgage, or concurrently to both, in any case without affecting the Mortgagee's lien and rights under this Mortgage.

SECTION 5.3. Defeasance; Partial Release, etc.

SECTION 5.3.1. Defeasance. If the Mortgagor shall pay, in full, the principal of and premium, if any, and interest on the Obligations in accordance with the terms thereof and hereof and all other sums payable hereunder by the Mortgagor and shall comply with all the terms, conditions and requirements hereof

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and of the Obligations, then on such date, this Mortgage shall be (except as provided below) null and void and of no further force and effect and the Collateral shall thereupon be, and be deemed to have been, reconveyed, released and discharged from this Mortgage without further notice on the part of either the Mortgagor or the Mortgagee.

SECTION 5.3.2. Partial Release, etc. The Mortgagee may, at any time and from time to time, without liability therefor, and without prior notice to the Mortgagor, release or reconvey any part of the Collateral, consent to the making of any map or plat of the Property, join in granting any easement thereon or join in any extension agreement or agreement subordinating the lien of this Mortgage or enter into any other agreement in connection with the Collateral.

SECTION 5.4. Notices, etc. All notices and other communications provided to the Mortgagor or the Mortgagee under this Mortgage shall be given in the manner and with the effect specified in the Credit Agreement. The foregoing incorporation by reference of the Mortgagor's mailing address shall be deemed to be a request by the Mortgagor that a copy of any notice of default and of any notice of sale hereunder be mailed to the Mortgagor at such address as provided by law.

SECTION 5.5. Waivers, Amendments, etc. The provisions of this Mortgage may be amended, discharged or terminated and the observance or performance of any provision of this Mortgage may be waived, either generally or in a particular instance and either retroactively or prospectively, only by an instrument in writing executed by the Mortgagor and the Mortgagee.

SECTION 5.6. Cross-References. References in this Mortgage and in each instrument executed pursuant hereto to any Section or Article are, unless otherwise specified, to such Section or Article of this Mortgage or such instrument, as the case may be, and references in any Section, Article or definition to any clause are, unless otherwise specified, to such clause of such Section, Article or definition.

SECTION 5.7. Headings. The various headings of this Mortgage and of each instrument executed pursuant hereto are inserted for convenience only and shall not affect the meaning or interpretation of this Mortgage or such instrument or any provisions hereof or thereof.

SECTION 5.8. Governing Law. THIS MORTGAGE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, PROVIDED, HOWEVER, THAT, WITH RESPECT TO THE PROVISIONS HEREOF WHICH RELATE TO THE CREATION, PERFECTION, PRIORITY OR ENFORCEMENT OF LIENS ON REAL PROPERTY, THIS MORTGAGE SHALL BE GOVERNED BY THE LAW OF THE STATE IN WHICH THE

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PREMISES ARE LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE VALIDITY AND ENFORCEABILITY OF THIS MORTGAGE.

SECTION 5.9. Successors and Assigns, etc. This Mortgage shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 5.10. Waiver of Jury Trial; Submission to Jurisdiction.

(a) EACH OF THE MORTGAGOR AND THE MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT OR RELATED INSTRUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF THE MORTGAGOR OR THE MORTGAGEE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDERS TO ENTER INTO THE TRANSACTIONS PROVIDED FOR IN THE CREDIT AGREEMENT AND TO MAKE THE LOANS.

(b) FOR THE PURPOSE OF ANY ACTION OR PROCEEDING INVOLVING THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, THE MORTGAGOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ALL FEDERAL AND STATE COURTS LOCATED IN THE STATE AND CONSENTS THAT IT MAY BE SERVED WITH ANY PROCESS OR PAPER BY REGISTERED MAIL OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE IN ACCORDANCE WITH APPLICABLE LAW, PROVIDED A REASONABLE TIME FOR APPEARANCE IS ALLOWED. THE MORTGAGOR EXPRESSLY WAIVES, TO THE EXTENT IT MAY LAWFULLY DO SO, ANY OBJECTION, CLAIM OR DEFENSE WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT IN ANY SUCH COURT, IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER IRREVOCABLY WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO ANY SUCH CLAIM, SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER THE PERSON OF THE MORTGAGOR. NOTHING CONTAINED HEREIN WILL BE DEEMED TO PRECLUDE THE MORTGAGEE FROM BRINGING AN ACTION AGAINST THE MORTGAGOR IN ANY OTHER JURISDICTION.

SECTION 5.11. Severability. Any provision of this Mortgage or any other Loan Document which is prohibited or unenforceable in any jurisdiction shall as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the

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remaining provisions of this Mortgage or such Loan Document or affecting the validity or unenforceability of such provision in any other jurisdiction.

SECTION 5.12. Loan Document. This Mortgage is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 5.13. Future Advances; Revolving Loans. This Mortgage secures all present and future Obligations of the Mortgagor to the Lenders. This Mortgage also secures revolving loans which may be made by the Lenders to the Mortgagor from time to time pursuant to the Credit Agreement including, without limitation, those evidenced by the Revolving Note. The maximum amount, including present and future Liabilities, which may be secured hereby at any one time is \$171,000,000.00. Each subsequent advance made hereunder shall have the same priority as the original advances.

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

MORTGAGOR:

GENTEK BUILDING PRODUCTS, INC.

By: 

Name: Daniel J. Boverman  
Title: Vice President

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## ACKNOWLEDGMENT OF MORTGAGOR

STATE OF NEW YORK )  
                              ) SS.:  
COUNTY OF NEW YORK)

I, MARIE C. FIERRO, a Notary Public, do hereby certify that DANIEL J. BOVERMAN, personally known to me to be the \_\_\_\_\_ of GENTEK BUILDING PRODUCTS, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such VICE PRESIDENT he signed and delivered the said document of GENTEK BUILDING PRODUCTS, INC. as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16th day of December, 1994.

Marie C. Fierro  
Notary Public

Type or  
Print Name: MARIE C. FIERRO

My commission expires:

\_\_\_\_\_

MARIE C. FIERRO  
Notary Public, State of New York  
No. 5313b  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires May 22, 1995

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

MORTGAGOR:

GENTEK BUILDING PRODUCTS, INC.

By:



Name: Daniel J. Berven

Title: Vice President

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## ACKNOWLEDGMENT OF MORTGAGOR

STATE OF NEW YORK )  
  ) SS.:  
COUNTY OF NEW YORK)

I, MARIE C FIERRO, a Notary Public, do hereby certify that DANIEL J. BOVEMAN, personally known to me to be the VICE PRESIDENT of GENTEK BUILDING PRODUCTS, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such VICE PRESIDENT he signed and delivered the said document of GENTEK BUILDING PRODUCTS, INC. as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16th day of December, 1994.

Marie C Fierro  
Notary Public

Type or  
Print Name: MARIE C FIERRO

My commission expires:

MARIE C. FIERRO  
Notary Public, State of New York  
No. 53138  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires May 22, 1995

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SCHEDULE 1

## LEGAL DESCRIPTION

THAT PART OF THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE NORTH LINE OF ADDISON STREET WHICH IS 1036.00 FEET EAST OF THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 19 (SAID NORTH LINE OF ADDISON STREET FORMS A RIGHT ANGLE WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 19 AT A POINT WHICH IS 2424.40 FEET NORTH OF THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4 OF SAID SECTION 19) AND RUNNING THENCE NORTH PARALLEL TO THE NORTH AND SOUTH QUARTER SECTION LINE FOR DISTANCE OF 402.75 FEET TO A POINT; THENCE NORTH 81 DEGREES 08 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 91.12 FEET TO A POINT IN THE SOUTH LINE OF RIGHT OF WAY OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEN SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID SOUTH LINE OF RIGHT OF WAY FOR A DISTANCE OF 164.99 FEET TO AN ANGLE IN SAID RIGHT OF WAY LINE; THENCE SOUTH 88 DEGREES 33 MINUTES 17 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 40.01 FEET TO AN ANGLE IN SAID RIGHT OF WAY LINE; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 34.85 FEET TO AN ANGLE IN SAID RIGHT OF WAY LINE; THENCE NORTH 83 DEGREES 02 MINUTES 08 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 246.96 FEET TO A POINT; THENCE CONTINUING WESTERLY ALONG SAID RIGHT OF WAY LINE, SAID LINE BEING A CURVED LINE CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 437.50 FEET FOR A DISTANCE OF 22.00 FEET TO A POINT, SAID CURVED LINE IS TANGENT TO A LINE WHICH FORMS A DEFLECTION TO THE LEFT OF 6 DEGREES 58 MINUTES 39 SECONDS WITH LAST DESCRIBED STRAIGHT LINE; THENCE SOUTH 76 DEGREES 50 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 154.01 FEET TO A POINT IN A LINE WHICH IS 589.00 FEET EAST OF AND PARALLEL WITH SAID NORTH AND SOUTH QUARTER SECTION LINE; THENCE SOUTH ON SAID PARALLEL LINE, FOR A DISTANCE OF 410.34 FEET TO A POINT IN THE NORTH LINE OF ADDISON STREET; THENCE EAST ALONG SAID NORTH LINE OF ADDISON STREET FOR A DISTANCE OF 447.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

04080639

PROPERTY ADDRESS:  
11440 W. ADDISON ST.  
FRANKLIN PARK, IL

P.I.N. : 12-19-400-056

(PROP. #6)

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SCHEDULE 2  
COOK, ILLINOIS

## Permitted Encumbrances

Such liens and encumbrances which individually, or in the aggregate, (i) do not render title unmarketable, (ii) do not materially adversely affect the Encumbered Lease or the tenant's interest in the Encumbered Lease and (iii) do not materially interfere with tenant's use or possession of the property demised under the Encumbered Lease.

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SCHEDULE 3

## Encumbered Lease

The Lease, dated July 17, 1992 (the "Lease"), affecting the land and building thereon known as 11440 West Addison Street, in the City of Franklin Park, in the State of Illinois.

The name and address of Landlord, as successor in interest to Curto Reynolds Oelerich Inc., are as follows:

Corm Associates Limited Partnership

1400 East Touhy Avenue, Suite 230  
Des Plaines, Illinois 60018  
Attn: Mr. John J. Oelerich

The name and address of Tenant, as successor in interest to Alcan Building Products, are as follows:

Gentek Building Products, Inc., a Delaware corporation

280 North Park Avenue, NE  
Warren, Ohio 44181

The date of execution of the Lease is July 17, 1992.

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